



EEA

**Negotiated
Agreement**

2020 – 2023

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PREAMBLE

The Enumclaw Education Association and the Enumclaw School District, in partnership and collaboration, are committed to the focus on and the learning of each student. We are dedicated to creating a culture of mutual trust and respect and we will communicate in an open, honest and respectful manner. The items set forth in this contract are intended to help establish the necessary conditions and supports for staff members to ensure all students learn the essential knowledge, skills, and dispositions as outlined by the State of Washington and the Board of Directors.

ARTICLE 1 ASSOCIATION RIGHTS

- A. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal operations and providing that custodial staff is on duty.
- B. The Association shall have the right to post notices of activities and information from NEA, WEA, and EEA on a bulletin board in the faculty lounges of each school.
- C. The Association shall have the right to use the District mail service, e-mail, and teacher mail boxes. Such use shall be reasonable. School District mail service, mail boxes and facilities shall not be used to endorse or support political candidates for local, state or national office.
- D. If requested by the employee, the Association President will be informed by the District of any disciplinary action of any certificated employee. The employee will have the right to have a representative at all/any meetings pertaining to disciplinary action.
- E. A substitute teacher list will be provided to the Association quarterly.
- F. The names of all new employees, their building, grade and subject assignment shall be provided to the Association by October 1st of each year.
- G. The Association and the District will meet no less than monthly as a Professional Relations Committee. The purpose of the meetings is to discuss labor relations issues, concerns and necessary communications. The EEA President and Vice-President or their designee/s and the Superintendent and Human Resources Director or their designee/s will attend such meetings. The membership of the committee will jointly decide on a regular meeting date and time. The EEA and District will jointly develop an agenda before meeting date in order to prepare and research topics.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1. It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the District. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the work force, the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work, attendance, or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted.

Section 2.2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the District shall give due regard and consideration to the rights of the Association and the employees and to the obligations imposed by this Agreement.

ARTICLE 3 DISTRIBUTION OF AGREEMENT

The District shall make an electronic copy of this agreement available to all certificated staff. The District will provide the Association with copies of this agreement, equivalent to 20 % of the membership, within 30 days of final proof reading by the association.

All certificated staff new to the District shall be provided a copy of the Agreement by the District at their orientation.

The District will furnish the Association with an electronic version of the final agreement.

ARTICLE 4 DUES, DEDUCTIONS AND REPRESENTATION FEES

A. Association Dues: The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of the Collective Bargaining Agreement shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Enumclaw Education Association, WEA and NEA. Payroll deduction shall also be available for members who wish to contribute to the WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the employer will start deductions for the new members for the next available payroll period, according to the usual administrative cycle.

- B. The Association shall submit a copy of each signed automatic payroll authorization (APA) form to the District office for processing by October 1st. Amounts of annual dues deductions, assessments and fees shall be made known by the Association to the District office by September 15th of each year.
- C. Dues deductions for certificated employees employed after January 1st shall be one-half annual amount. Half-time certificated employees shall pay one-half annual dues.
- D. Substitute Dues: The District shall deduct dues in the amount specified by the Association from the pay of substitute employees for whom authorization forms have been submitted. The District shall remit all due deducted on behalf of substitutes to the Association on the first working day of each month. For June, the fees shall be paid to the Association on or before June 30 of the current contract year.

ARTICLE 5 GRIEVANCE PROCEDURE

- A. All disputes or disagreements of any kind, involving the application or interpretation of this Agreement, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety, shall be resolved according to this grievance procedure.
- B. The Association may select a grievance committee, and at least one Association representative shall be present for any meeting, hearing, appeal or other proceeding relating to a grievance which has been formally presented; provided, however, that any employee has the right to handle his or her grievance without the involvement of the Association. In the latter instance, the Association has a right to be present and state its views at all steps of the grievance procedure. The Association has the right to arbitrate any grievance, even if an individual grievant drops the grievance.
- C. If a grievance affects a group of employees or the Association, it may be filed directly with the Superintendent.
- D. "Days" mean teacher employment days, except after June 1, when "days" shall mean all week days other than legal holidays. If a time limit is not met by the District, the grievance may be advanced to the next step; if a time limit is not met by the grievant, the grievance will be considered dropped. (A "day" shall commence on the day following a filing date or meeting.)
- E. Procedural Steps
 - Step 1. All grievances must be initiated within twenty (20) days of the date of the act giving rise to the grievance, or within twenty (20) days of the date upon which the grievant became aware of it or should reasonably have become aware of it. The affected parties shall meet and attempt to resolve any problems through free and informal communication prior to formalizing the grievance. If this meeting fails to resolve it,

the grievance must be presented on Form A within four (4) days. The immediate supervisor and the Association's grievance representative will then schedule a formal meeting. The Supervisor will answer the grievance by completing section II of Form A within four (4) days of that meeting.

Step 2. If not satisfied with the Supervisor's response, the grievant may move the grievance to Step 2, by completing Section I of Form B and delivering it to the Superintendent within four (4) days of the Step 1 answer. Within four (4) days of receipt of Form B, the Superintendent or his/her designee will arrange a meeting with the grievant. Within four (4) days of that meeting, the Superintendent or his/her designee will render a decision on Section II of Form B.

Step 3. Grievance Mediation

- (a) A grievance unresolved at Step 2 may be referred to mediation by the Association, by written notice to the District within five (5) days of the Step 2 answer. The District must advise the Association within five (5) days whether or not it agrees to mediation of the grievance. Submission of a grievance to mediation is by mutual consent only.
- (b) The District and the Association will agree upon a mediator within twenty (20) days.
- (c) Mediation conferences will be held as soon as possible at a mutually agreeable time and place. The grievant has the right to be present. One (1) person from each party will be designated as spokesperson. The proceedings are intended to be informal, without limitation on the evidence advanced by either party. The mediator has the authority to meet separately with either party. Written materials given to the mediator are to be returned at the end of the conference, except that the mediator may keep a copy of the written grievance. The fees and expenses of the mediator will be shared equally by the parties.
- (d) The mediator has no power to compel resolution of the grievance, nor may either party reference the mediation proceeding in any subsequent arbitration. The mediator cannot serve as arbitrator of the grievance or be on the panel of potential arbitrators.

Step 4. Arbitration

- (a) If the grievant is not satisfied with the Superintendent's answer at Step 2, or the outcome of mediation if it was utilized, he or she may appeal the grievance by completing Section I of Form C and submitting it to the Superintendent within ten (10) days of the Step 2 answer or the conclusion of mediation. The Superintendent will provide copies of all forms to the Association, which will advise the Superintendent within ten (10) days (by completion of Section II of Form C) whether it will submit the grievance to the American Arbitration Association.
- (b) The District and Association agree to follow the voluntary rules of AAA.
- (c) The arbitrator shall have no power to advise on salary adjustments, except as to the improper application thereof, and grievance claims regarding retroactive compensation shall be limited to the term of the current negotiated Agreement.

The arbitrator shall further have no power to add to, subtract from, modify or amend any terms of this Agreement, nor to substitute his/her discretion for that of the board in any manner not specifically contracted away by the board. A decision of the arbitrator shall, within the scope of his/her authority, be binding upon the parties.

(d) Each party shall bear its own costs, except that the fees and expenses of arbitrator, and the hearing room if any, will be shared equally.

- F. All documents, communications, and records dealing with the processing of a grievance shall not be maintained in the personnel files of participants.
- G. The District will cooperate with the Association in its investigation of any grievance. Copies of available information required by the Association for the processing of any grievance shall be provided to the Association.
- H. No reprisals of any kind will be taken because of an employee's participation in this grievance procedure. Should the grievant or a witness be required to be released from his/her assignment, such release will be without loss of pay or benefits; however, the Association will bear all costs of released time for all persons representing the Association during the processing of a grievance.

ARTICLE 6 RECOGNITION OF ENUMCLAW EDUCATION ASSOCIATION

- A. The Enumclaw School District No. 216, recognizes the Enumclaw Education Association, an affiliate of the Washington Education Association, as the exclusive bargaining agent for all contracted certificated employees including represented substitute teachers except: Superintendent, District and Building Administration. Only Article 22 of this negotiated agreement applies to represented substitute teachers.
- B. It is the intention of the parties hereto that all rights, powers, prerogatives, duties, and authority of the District are retained by the District except for those which are specifically abridged or modified by this Agreement. Such abridgment or modification will be to the extent specifically set forth in this Agreement and such abridgments or modifications are to be strictly construed.
- C. Either party may request a meeting which would be held as soon as possible.
- D. Upon re-negotiation of this collective bargaining agreement, such agreement shall be:
 - 1. Signed by the chief negotiators, and shall be
 - 2. Subject to ratification by the Board and the Association, and shall be

Printed and distributed by the District as an individual booklet including all the negotiated items between the Board and the Association to the certificated staff on the first day of the contract year, or at a reasonable time after ratification.

3. The District and the Association will each retain a signed copy of the agreement as well as a copy on an electronic device.
- E. This Agreement may be amended or supplemented at any time by mutual agreement of the parties thereto.
- F. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

ARTICLE 7 RELEASE TIME FOR PRESIDENT OF ASSOCIATION

- A. If requested by the Enumclaw Education Association prior to May 1, the president of the EEA shall be given up to half-time release to conduct Association business.
 1. The president's time of release shall be mutually agreed on by the District and the Association.
 2. Planning time shall be divided equitably between the District time and released time.
 3. The Enumclaw Education Association shall compensate the District for the salary of the president for the release time.
- B. Nothing in this Agreement will detract or negate any and all rights and privileges that would accrue to the Enumclaw Education Association president had he or she been employed on a normal full-time basis.
- C. Twelve (12) days of leave shall be available each school year to the Association, with up to an additional eight (8) days available provided such leave is requested in writing at least five (5) days prior to the requested leave and provided such leave is of benefit to the District and its professional staff.
- D. In the event one or more EEA members are elected or appointed to a position with NEA or WEA, an additional twenty (20) days of Association leave shall be available.
- E. Upon request, additional days may be accessed as agreed to by the District and the Association. The Association shall reimburse the District for substitute costs incurred in Association leave.
- F. Those eligible for Association leave are the Association president, Association vice president, negotiation chairperson, member awareness chairperson, grievance chairperson, elected representative assembly delegates and others as approved by the EEA Executive Board.

ARTICLE 8
RIGHT TO JOIN AND SUPPORT ASSOCIATION

Employees as defined in Article 4 shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection, provided that such activities shall not be in violation of the provisions of Article 10, Section A. Neither the District nor the Association shall directly or indirectly discourage or deprive or coerce any certificated employee in the enjoyment of any rights conferred or protected by the statutes and constitution of the State of Washington and the United States; that neither will discriminate against any certificated employee with respect to any terms or conditions of employment by reason of membership or lack of the Association, their participation in any grievances, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

ARTICLE 9
CERTIFICATED SALARY INCREASES DURING MID-CONTRACT TERM

It is mutually agreed that in the event the legislature appropriates funds for the purpose of increasing the employee's salary during the period of this Agreement, the salary which is otherwise provided for herein shall be increased subject to the receipt of such funds by the District and in compliance with receipt of such funds by the District and in compliance with such distribution guidelines as may be adopted by the Office of the State Superintendent of Public Instruction and/or the District.

ARTICLE 10
COMPENSATION COMPLIANCE

A. No Strike/No Lockout

The Association and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, slowdown, picketing or any other restriction of work during the period of this Agreement. There will be no lockout of employees in the unit by the District as a consequence of any dispute arising during the period of this Agreement.

In the event the Association wishes to participate in state-wide activity that could require a waiver of this section, the Association and the Superintendent will meet to discuss such an exception, including if necessary an adjustment in the school calendar. Both parties agree to make every effort to reach an accommodation acceptable to all concerned.

B. Compensation Compliance

1. The total compensation (salaries and insurance benefits) for the Enumclaw School District employees for the duration of this Contract shall not exceed either the percentage or dollar amount of funds allowed. Salaries and insurance benefits found by SPI, state auditor, or court of law to be in violation of limitations imposed shall be adjusted to bring

the District into compliance. Any such adjustments will be dealt with through the collective bargaining process.

2. Any provisions in this Contract found by the SPI or a court of law in violation of the statutes cited above shall be adjusted to bring the District into compliance with state statutes and rules and regulations promulgated therefrom. Any Contract language changes proposed to bring the District into compliance will subsequently be dealt with through the collective bargaining process.

ARTICLE 11 LEADERSHIP

The District and the Association value leadership teams both at the District and all building levels.

- A. Each year leadership positions will be created and reviewed for the purpose of addressing district and building needs. These positions are intended to address management and/or leadership issues. The development of these positions should reflect communication with and representation of all staff.
- B. A pool of dollars will support stipends for leadership as defined by district and all building teams. Job descriptions will be created defining responsibilities, approximate time commitment, and stipend amount. (See Appendix C). These positions will be posted and opened equitably to all interested staff. All positions will be posted each year. Buildings will determine rotation and/or terms of the position.
- C. The dollars available for building management/leadership positions will be defined by the district.
- D. Building leadership teams will receive a stipend based on the professional rate of \$45/hr, reflective of defined responsibilities and approximate time commitment.
- E. Upon request the District will provide EEA with an annual accounting of the total funds expended under this Article.

ARTICLE 12 EMPLOYEES' SALARY DEDUCTIONS

- A. Payroll deductions shall be taken automatically from salary warrants payable to school employees for the following purposes:
 1. Withholding tax payments for the Federal government.
 2. Social Security payments for the Federal government.
 3. Retirement payments for the State.
 4. Medical insurance and pension payments to the Dept. of Labor and Industries.

5. Paid Family and Medical Leave payment to the State.
- B. Direct deposit of salary warrants will be made for the employee upon the completion of an Authorization Agreement for Automatic Payroll Deposit form. Forms are available from the payroll office.
- C. Upon request in writing by an employee, deductions for the following may be made:
1. Payments to medical insurance companies of which the employee is a member when the Enumclaw School District has a contract with such a medical company. Payments to the following companies will be made:
 - a. Current provider/s
 2. Payments to WEA Washington National, and other salary protection plans of which the employee is a member when the Enumclaw School District has a contract with such organization.
 3. Payments to United Way.
 4. The District shall provide for open enrollments through the year with deductions being made for the following:
 - a. Tax sheltered annuities.
 - b. Payments to District approved bank.
 - c. U.S. Saving Bonds.
 - d. Additional programs may be added when jointly agreed to by the Association and the District.
 5. Voluntary contributions: Washington Education Political Action Committee.

ARTICLE 13 INDIVIDUAL CONTRACTS

- A. Each certificated employee shall be issued a contract for basic teaching assignments. A supplemental contract shall also be issued to reflect all stipends and supplemental assignments. This supplemental contract shall be non-continuing.
- B. Two (2) copies of the teacher's contract shall be given to the certificated employee each year for signature, and returned to the District office to be registered. One (1) copy of these copies is placed on file in the Superintendent's office and one (1) copy is returned to the certificated employee.
- C. Individual contracts for certificated employees of the District shall be issued as soon as possible following ratification of this Agreement. If negotiations are not completed by the anniversary date of this Contract, individual contracts may be issued.

- D. Any individual contract between the Board and an individual certificated employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual certificated employee contract hereafter executed shall be expressly made subject to and consistent with the terms of this Agreement. If an individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE 14 INSURANCE BENEFITS

- A. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.
1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the school Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
 2. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deductions for the month in which the employee receives benefits.
 3. Benefits presently provided by the SEBB include but are not limited to:
 - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
 - b. Basic Long-Term Disability
 - c. Vision
 - d. Dental including orthodontia
 - e. Medical
 4. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any

supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)

5. Dependent Coverage for the Purpose of SEBB. Subject to SEBB dependent verification requirements:
 - a. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
6. Eligibility:
 - a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the year shall count for the purposes of establishing eligibility.
 - b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for 6 of the last 8 weeks before the last day of school for those who work 9-10 months, or 6 of the last 8 weeks before the end of the year (August 31) for 11-12 month positions.
 - c. In accordance with the SEBB program, paid leave shall count towards the 630 hour used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
 - d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.
7. Benefit Enrollment/Start:
 - a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selections for the upcoming benefit plan year. The open enrollment period shall be established by the SEBB program.
 - b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.

- c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
 - d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, tobacco surcharge and basic long-term disability insurance, in accordance with the SEBB Program.
 - e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their 1st day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
 - f. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the first day of the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.
8. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.
9. Benefit Termination/End:
- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
 - b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage.
10. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.
11. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave buy back. If one (1) or more options are adopted by the

employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.

12. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
13. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of their tax-sheltered annuity.

ARTICLE 15 PAYMENT

- A. All compensation owed to a certificated employee who is leaving the District shall, upon request, with approval of the Board, be paid as soon as possible.
- B. Certificated employee basic salary schedule (Appendix D)
- C. Extracurricular salary schedule (Appendix B)
- D. Miscellaneous Compensation (Appendix C)
- E. Salary Schedule Placement
 1. New teachers coming to Enumclaw School District shall have an official transcript of credits and documented records of teaching experience evaluated. This information will be the basis of placing a teacher on the established schedule.
 2. After training and experience have been evaluated for placement, such placement shall be considered final unless proof of additional credits of training and experience are submitted before the last day of the first quarter of the school year during the first year of employment. Further advanced placement on the schedule will be awarded this training and experience on the next year's teaching contract.
 3. Each year staff members will be placed on the state salary schedule in accordance with credits and experience as reported on the S-275 to determine a salary amount.

All other compensation see:
Appendix B: Extra-curricular and supervision

Appendix C: Miscellaneous compensation

4. All credits shall be recorded in terms of quarter hours. All hours of credit shall be recognized according to the official transcripts received from the registrar of the school attended.
5. Any errors in college training credit or experience that will raise or lower a teacher's salary shall not be retroactive beyond the current year.
6. Any salary error on a teacher's contract that will place a teacher above or below the salary schedule must be reported to the superintendent and business manager as soon as the employee becomes aware of it. Any reductions or over-payments will be deducted or increased from the teacher's warrants as prescribed by law.
7. College credit must be taken at an accredited institution of higher learning or under its auspices.
8. Sick leave and years of creditable experience will travel with a person from district to district within the State as provided by State law.

F. Salary Schedule Advancement

1. The certificated employee shall have the responsibility of providing all necessary official transcripts and certification to confirm any changes in classification on schedule.
2. Official transcripts of academic credits and completed in-service credit forms that are to be used in calculating placement on the salary schedule are due at the central administration office no later than October 1, if salary consideration is expected for that year.
3. Only credit hours from an accredited college or university and eligible clock hours which have been earned after the awarding or conferring of the employee's first Bachelor's Degree will be considered for progression to the next classification. Credits must be transferable or applicable to a bachelor's or more advanced degree program. Repeat credits may be counted only if the awarding institution issues written verification that the class can be repeated and would be applicable to a bachelor's or more advanced degree.
4. Ten Enumclaw School District approved in-service or state approved continuing education credit hours defined in WAC 180-85-030 equal one in-service credit.
5. All credits/clock hours earned after September 1, 1995, shall be counted for placement on the salary schedule only if the content of the course meets any one of the criteria as outlined in WAC 392-121-262.

G. Experience Credit

1. Credit for prior experience shall be granted pursuant to WAC 392-121-264.
2. Enumclaw School District will recognize 50% of private experience beyond the two years recognized as outlined in the S-275 rules for ESA's working in positions requiring a license/certificate.

- H. In accordance with state law all teachers shall be paid in twelve (12) monthly installments. Each check shall contain 1/12th (one-twelfth) of the contracted salary. Payroll checks will be issued on the last calendar day of each month, excluding Saturday, Sunday or legal holidays. Should there be a discrepancy between incoming state funds and the pay calendar; the staff will be notified on the preceding payday, the actual day of payment.

ARTICLE 16
WORK DAY/WORK YEAR

- A. Certificated staff shall begin their in-building work day thirty (30) minutes before the students' school day begins and continue until thirty (30) minutes after the students' school day ends. The total length of the in-building work day shall be seven and one-half (7 ½) continuous hours.
- B. Certificated employees shall indicate their presence for duty by placing an appropriate mark in the appropriate column of the faculty "sign in" roster.
- C. In regard to emergency delayed openings and/or emergency early dismissal days, the workday of certificated employees shall begin thirty (30) minutes before the scheduled student starting time on each day, and will end thirty (30) minutes after the scheduled student dismissal time on each day.
- D. BASE CONTRACT
There will be 180 contracted days for each year of this contract.

In addition to the duties at school, it is recognized that certificated employees devote additional hours per week beyond the school day/year to activities, lesson preparation, professional meetings, reading and/or study that will lead to professional growth. It is understood that a certificated employee's base contract responsibilities include:

- Communication and collaboration with parents and guardians, including Open House/Back to School Night, parent contacts, IEP conference etc.
- Communicating about student progress including report cards/progress reports, maintaining accurate and up to date student records, etc.
- Annual, calendared parent teacher conferences

- Collaboration with peers and administrators to improve student learning
- Supporting school, district and state curriculum, policy and initiatives through improving development and modifying curriculum to align to student needs.
- Maintaining professional responsibilities that support the implementation of the instructional program including room readiness and room closure activities, planning for instruction etc.

E. **ENRICHMENT CONTRACT (56 HOURS)**

In addition to the 180 contracted days, each employee, based on FTE, will be eligible for additional compensation for enrichment hours outside of the regular workday. These resources are intended to allow individual building and district needs to be met as follows:

1. **Faculty Meetings/in-service** - twenty (20) hours per year paid at per-diem will be available for faculty meetings, in service, and/or staff development including one community connection event such as but not limited to:
 - Project Share
 - Scholastic Fairs
 - Kindergarten Orientation/Roundup
 - Dr. Seuss Night/Read Across America
 - Book Fairs
 - Math Nights
 - Senior Projects
 - Graduation
2. The schedule for faculty meetings will be created at the beginning of the year and every effort will be made to evenly spread the hours throughout the year.
3. Community events and faculty meetings will not be scheduled before 7:00AM or after 8:30PM.
4. For additional activities, time compensation shall be identified by the building leadership team from sources such as:
 - a. Cancellation of staff meetings
 - b. Comp time from late arrival/early dismissal
5. **School Start-up Days:** Twenty-one (21) hours, paid at per diem, scheduled by the calendar committee for three days prior to the start of school. The District will determine the use of fourteen (14) hours. Certificated Staff will use seven (7) hours to conduct professional development or PLC related work of their own choosing. The seven (7) hours must be scheduled as either a full day or two periods of time no less than three and one half (3.5) hours. Whenever possible the seven (7) PD/PLC hours will be scheduled after District PD has occurred.

6. **October Building Day:** Seven (7) hours, paid at per diem, scheduled by the calendar committee for a nonstudent day in October. Staff will determine the use of these hours.

Summary Table	
Base Contract	180 Days (includes open house/back to school night)
Enrichment Contract-56 hrs	20 hrs faculty mtgs/PD (includes one evening event)
(Dist/Bldg Days)	7 hrs School Start-Up Day 1
	7 hrs School Start-Up Day 2
	7 hrs School Start-Up Day 3
	7 hrs October Building Day
	8 hrs professional development- scheduled

7. Professional Development, eight (8) hours paid at per diem, will be calendared no later than October 15th or by mutual agreement.
8. If an employee wishes to opt out of any of these hours, he/she must send written notification to the District by October 15.
9. Should the Enumclaw School District experience a double levy failure, three (3) days (one district day, two building days and the Health Care Authority Cost, up to the value of one day at average per diem, will be eliminated. Should the state reduce, eliminate or restrict local program enhancement funds or in the event of a double levy failures, Article 16 will be reopened for negotiations.
- F. The instructional time shall be interpreted to mean the student day and shall specifically exclude the required thirty (30) minutes before and after school and the thirty (30) minutes minimum duty-free lunch period. All certificated staff shall have a duty-free lunch period of not less than thirty (30) continuous minutes. Contract time may include but not be limited to: meetings with parents/students, supervision for the safety of the students and emergency staff gatherings and classroom preparation.
- Certificated staff may leave the school campus during their duty-free lunch period, but may be required to check out.
- G. Certificated staff shall adhere to the daily schedule and shall make no commitments that will preclude their assigned responsibilities. Request for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early leaving.
- H. Conference and Preparation Period
1. All secondary school employees directly involved in classroom instruction shall have the equivalent of an instructional period daily.

When a teacher is absent for three (3) or more consecutive class periods or one-half day, a substitute shall be hired if available.

2. Regular elementary and special education classroom certificated staff shall receive time for planning and preparation as follows:
 - a. Grades K-5: Teachers in grades K-5 shall receive not less than two hundred fifty (250) minutes per week. Note: Based on full-day kindergarten program
 - b. Each elementary principal will submit a plan by October 1st that ensures the makeup of planning time lost due to early dismissal days.

I. Parent-Teacher Conference Times

1. Certificated staff in the Enumclaw School District will be granted a minimum of four (4) half days for the parent-teacher conferences to be included in the one hundred eighty (180) teaching days exclusive of in-service days.
2. Certificated staff schedules on conferencing days may be flexible in order to permit parent-teacher conferences before and/or after normal teacher work days. Teachers who schedule conferences before and after the normal teacher work days will be permitted to maintain flexible hours.

J. Elementary Classroom Teachers Substitute Days

Two paid substitute days for all elementary classroom teachers to be used in the building for preparation and assessment.

K. Professional Learning Committees

The purpose of a professional learning community, or PLC, is for a group of educators to meet regularly, share expertise, and work collaboratively to improve teaching skills and the academic performance of students. To increase student achievement, yearly work will be jointly established between building administration and PLC teams they supervise. This work will occur during non-student contact time. Administration will avoid using PLC time for staff meetings and non-PLC work.

ARTICLE 17 CALENDAR

- A. The school calendar shall be negotiated annually by the District and the Enumclaw Education Association in order that holidays, vacations and in-service days may be arranged to best fit the needs of the community and certificated staff. The school calendar will be negotiated by March 1 for each succeeding year of this Agreement. The calendar committee will design and distribute a survey to all stakeholders prior to the development of optional calendars. Results

of the survey will be considered by the calendar committee in the process of developing and determining the district calendar.

- B. There will be 180 contracted days for each year of this contract plus fifty-six (56) additional enrichment hours.
- C. There is a non-student day scheduled by the calendar committee, for teacher planning and preparation for conferences. This day is non-paid for certificated staff.

ARTICLE 18 CONFORMITY TO LAW

If any provision of this Agreement or any application of the Agreement to any certificated employee or group of certificated employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Within fifteen (15) days the parties shall meet to re-negotiate such provisions found contrary to law.

ARTICLE 19 CONTRACTING OUT

All work customarily performed by the School District in its own facilities with its own certificated employees shall continue to be performed by the District and its certificated employees. Exempt from this article shall be contracted services such as therapeutic counseling, SLP, OT, PT, psychological services for which, after posting, no district employees are qualified and interested and no regular employee can be found to hire. Also exempt are summer school, Educational Service District cooperatives, collaborative, and inter-district agreements.

ARTICLE 20 MISCELLANEOUS PROVISIONS

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

All certificated employees covered under this Agreement who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copy written or sold by the District.

ARTICLE 21 STAFF DEVELOPMENT

- A. Philosophy and Partnership

1. It shall be the intent of the Association and the District to encourage professional growth.
2. The District and the Association value National Board and Professional Certification.
3. The Association and the District will work collaboratively to develop and review the effectiveness of supports for professional development.

ARTICLE 22 SUBSTITUTE TEACHER PROVISIONS

- A. This article applies only to represented substitute teachers. Represented substitute teachers are those who are employed by the district for twenty (20) or more consecutive or thirty (30) total days in the preceding year and who are still on the substitute list for the current school year. A list of the represented substitutes shall be provided as soon as possible at the beginning of each school year.
- B. The Enumclaw School District and the Association will annually review the process for attracting, retaining and maintaining an adequate substitute pool.
- C. There shall be two classifications of substitute teacher service.
 1. Regular substitute teachers.
 2. Long-term substitute teachers utilized in assignments of twenty (20) consecutive days or more in the same assignment.
- D. Rate of pay
 1. Regular substitute teachers will be paid at a competitive daily rate that will be periodically re-evaluated and adjusted when a problem is identified by either the District or the Association. One-half ($\frac{1}{2}$) day substitute teachers will be paid at a weighted rate.
 2. Long-term substitute teacher assignments of twenty (20) consecutive days or more shall be paid in accordance with the placement on the Teachers' Salary Schedule retroactive to the first day of assignment.
 3. Substitute teachers who commit to a long-term assignment with full responsibility may be paid on the teachers' salary schedule from the first day of the assignment, or the day on which they accept the full responsibility, at the discretion of the superintendent.
 4. Substitutes who receive regular substitute pay and are assigned to substitute for a teacher who has an overload or are assigned to cover an extra class period will receive \$15 for the extra assignment.

5. Long-term substitutes who receive per diem for their substitute assignment and are assigned to substitute during their conference period will receive per diem for the extra assignment.
6. Represented substitutes will be provided District in-service opportunities. If their attendance is required, then they will be compensated at an hourly rate of \$10.00.

E. Conditions

1. Regular AM assignment of three and three-fourths ($3\frac{3}{4}$) hours per day or less shall constitute a one half ($\frac{1}{2}$) day assignment. An assignment of more than three and three-fourths ($3\frac{3}{4}$) hours per day shall constitute a full-day assignment.
2. The work day for a substitute teacher shall be the same as the working day of the regular teacher whose position the substitute teacher is filling, or that portion of the regular teacher's work day for which the substitute teacher is assigned.
3. In the event a substitute teacher is called by the District substitute dispatcher and reports for duty, and no assignment exists, the substitute teacher may choose to remain on an alternate assignment for the scheduled length of time or may choose to leave and receive no compensation.
4. Long-term substitute teachers who are replacing a teacher whose normal assignment requires travel between schools or travel on school business will be compensated for mileage as per contract.
5. Substitute teachers who serve two (2) one-half ($\frac{1}{2}$) day assignments in the same day which require travel to an additional building shall be compensated at the rate of two (2) half-day assignments.
6. The District will provide all represented substitute's copies of the substitute handbook which will include language on Association representation.

F. Insurance Benefits

Substitutes, shall be eligible for full insurance coverage under SEBB if they worked at least 630 hours in the previous two school years and are returning to the same type of position or combination of positions with the same SEBB Organization. For the purpose of counting hours for eligibility, the year shall be from September 1 through August 31.

G. Leaves for Illness, Injury, and Emergencies

1. Long-term substitute teachers shall accrue one (1) day of leave for illness, injury, and emergencies as defined herein (referred to hereafter as "sick leave") for each twenty (20) days of substitute teaching as defined as long-term assignments in the Enumclaw School

District. These sick leave days may only be used when the substitute is placed in a long-term position and after the twentieth (20th) consecutive day. Sick days may not be accumulated from one year to the next.

2. In a long-term substitute position, for any absence in excess of five (5) consecutive working days, certification must be made by a practicing physician, dentist, or other person licensed to perform customary health services that absence was due to illness or injury, and must be renewed every ten (10) days unless other arrangements are approved by the superintendent's office.
3. "Emergency" for the purpose of this section shall be limited to a serious illness, injury or disability of the spouse or dependent child of the substitute teacher which necessitates the presence of the substitute teacher to care for the family member.

H. Evaluation Procedures

1. When a substitute teacher is frequently in one building, s/he may invite a building administrator to make an observation and request written feedback and/or a formal evaluation.
2. A substitute teacher who has requested a formal observation will receive a copy of the observation from the administrator within five (5) working days.
3. Any formal evaluation will be placed in the personnel file and may be reviewed by the substitute teacher at any time.
4. A substitute teacher has the right to attach an addendum to any formal evaluation.
5. Substitute teachers are encouraged to apply for open positions for which they are qualified.

- I. This article is the only article that applies to represented substitutes.

ARTICLE 23 WAIVER

- A. Employees and administrators may jointly request that the District and the Association waive specific requirements of this Agreement. Each building in the Enumclaw School District has a unique decision-making process. The appropriate process at each site will be used in the determination of participation in a waiver.
- B. Such a request must be for the purpose of program improvement.

- C. Such a request must include:
1. Reference to the specific provisions of the Agreement requested to be waived;
 2. Evidence of both employee and administrator participation in the decision-making process leading up to the request;
 3. Decisions to proceed with waiver request will be made by the Association Executive Board;
 4. Rationale attesting to the need for the waiver;
 - a) Timelines (if applicable);
 - b) Costs (if applicable);
 - c) Effect of waiver on other areas of the Agreement.
- D. The waiver or extension request must be submitted to the Superintendent or designee and the Association concurrently and will be granted only if both the District and the Association agree. Each waiver will be evaluated by the Enumclaw Education Association and the Enumclaw School District on its merits and in the context of the broader impact it may have.
- E. The duration of the waiver may vary according to individual needs, but the duration will not exceed the length of this negotiated agreement.
- F. Multi-year waivers may be extended only after the waiver has been evaluated and assessed for success. The evaluation and assessment may be presented in various ways, i.e. checklists, anecdotal records, surveys, etc.
- G. Changes in the circumstances of the requesting body for the waiver must also be identified, i.e. changes in participants, changes in staff, changes in the application, etc. The effect of these changes must also be addressed.

ARTICLE 24 ACADEMIC/PERSONAL FREEDOM

- A. Academic freedom shall be guaranteed to certificated staff, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning mankind, human society, the physical and biological world and other branches of learning subject to accepted community standards or professional responsibility.
- B. Those responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.
- C. The District will notify the affected teacher if a student's grade is changed, with a copy to the student file.

- D. Certificated employees will be entitled to full rights of citizenship and no religious or political activities (or lack thereof) or any legal activity shall be grounds for any discipline or discrimination with respect to the employment of such certificated employee.

ARTICLE 25 EVALUATION

The purpose of the evaluation system is to improve instruction and learning for students.

A. Non-Classroom Employees are defined as:

ESA's, Counselors, Media-specialists, TOSA's, Instructional Coaches, Curriculum Specialists and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.

- 1. Certificated non classroom employees as defined above will be evaluated using the Career Growth Plan, or appropriate long form. (See Appendix E for forms.)

Evaluation goals, whether written as a group or individually, must relate to the teacher or ESA standards as outlined in the WAC.

Observations must be accomplished as per Washington State law. See Article 25, Section C-1.

B. Classroom Teachers.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 . Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

1. Professional Development

- a. Prior to being evaluated under Article 25, each teacher shall receive professional development about the evaluation process.
- b. No employee shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this system and any relevant state or federal requirements. The training shall include inter-rater reliability of each assessor.

2. Definitions:

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

- b. Component shall mean the sub-dimensions of each criterion.
- c. Artifacts shall mean any products generated, developed or used by a certificated teacher. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- d. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Student and parent input may be used as evidence.
- e. Not Satisfactory shall mean:

Level 1 -Unsatisfactory - Receiving a 1 is not considered satisfactory performance.

Level 2 -Basic - If the classroom teacher is on a continuing contract with more than five years of teaching experience and if ~~the~~ Level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- f. Student Growth Data shall mean the change in student achievement between two points in time. Student growth measures will be mutually agreed to by the building principal, the individual teacher, and possibly PLC team members subject to, and consistent with, established district or building-wide learning focus, and according to the criteria outlined in the Principles of Implementing Student Growth Measures (Appendix E).

3. State Criteria, Framework and Scoring

- a. 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, and
 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
- b. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by U of W CEL-5D and approved by OSPI. The instructional framework is

included in Appendix E. Upon mutual agreement, the parties may select a different instructional framework approved by OSPI.

- c. Comprehensive and Focused Evaluation and Scoring
 - 1. A Comprehensive Evaluation must be completed at least once every (4) years. The process for the Comprehensive Evaluation shall be described in Appendix E.
 - 2. Focused Evaluation Option (FEO) focuses on improvement of teaching skill, content knowledge, techniques, and abilities. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the FEO. The teacher can stay on the FEO for three (3) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from Focused to the Comprehensive Evaluation. The process for the Focused Evaluation shall be described in Appendix E.
- d. Student Growth Criterion Score
 - 1. The evaluator will determine the student growth impact according to the OSPI's Student Impact Rating Scoring Band (Appendix E). A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

C. Evaluation Process- All Certificated Staff

- 1 Observations
 - a. Certificated staff will be observed for the purposes of a summative long form or annual comprehensive or focused evaluation at least twice each school year in the performance of their duties for a total observation time of no less than 60 minutes.
 - b. New certificated staff will be observed in the performance of their duties at least once during the first 90 calendar days of their employment for a total observation time of no less than 30 minutes.
 - c. Certificated staff in the third year of provisional status will be observed in the performance of their duties at least three times during the school year for a total observation time of no less than 90 minutes.
 - d. Each certificated staff will have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Conference sessions are intended to provide the certificated employee or group of employees and evaluator with the opportunity to promote and develop a working relationship based on collaboration, trust, and mutual respect for the purpose of providing a positive educational environment and improved student learning.
- 2. Support for Basic and Unsatisfactory Certificated Staff

The building administrator has the discretion to place a certificated staff member on a Long or Comprehensive form. The administrator may use the Long or Comprehensive form as a tool to assist a staff member. This is not an indicator that the staff member will move to a plan of improvement.

- a. If after multiple supports and interventions, the building administrator deems the staff member must be placed on a plan of improvement, the administrator will collaborate with the staff member to build a plan of improvement using the Long Form for ESA's, the Comprehensive form for Classroom teachers. The plan will identify the deficiencies, a description of the needed changes, and the resources that will be available to support the employee.
1. By May 15 each certificated employee and evaluator will review and reflect on the progress of the goal/s set by the group or individual. (See Appendix E.) Each employee will have a signed evaluation form. The employee will have the opportunity to work with the supervisor on agreement of said evaluation.
- b. The certificated employee shall have the opportunity to refute any comment concerning his/her evaluation and attach it to the signed form by August 31.
- c. The Association will be notified as soon as possible when any employee's final rating is below Proficient or below Satisfactory.
- d. In such cases that an employee with more than five (5) years of experience receives a final rating below Proficient or below satisfactory, the employee must be formally observed before October_15th the following year. If the 1st Formal Evaluation in that following year results in on-going and specific performance concerns, a structured support plan (Plan of Improvement) will be completed prior to completion of the Comprehensive Evaluation or a Long Form.
- e. Before moving to a Plan of Improvement, employees must first be on a Long or Comprehensive form. If identified areas of concern do not improve and a Plan of Improvement is put into place, the Long or Comprehensive form will continue to be used as the tool for recommendations and supports for the employee. Evaluators will give feedback in each area of concern identified in the Plan of Improvement each time they meet with the employee.
3. Provisional Employees
A second year Provisional classroom teacher who receives a summative rating of 3- Proficient or 4- Distinguished may be granted continuing contract status for the subsequent school year at the district's discretion.
4. Probation: The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement in his or her areas of deficiency.
 - a. If a Plan of Improvement is not successful, a probationary period of 60 days will be established for those employees whose work is not judged satisfactory. The probationary period shall be for sixty school days unless the district, the Association and the probationary employee mutually agree to a longer period. The probationary period must conclude by May 10th. The employee will then be notified by May 15th whether or not the probation will continue into the following year.

- b. Recommendations of probation shall be specific. (Example: lack of maintaining student discipline, lack of planning and preparation, etc.)
- c. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Each certificated employee shall be counseled by the evaluator about the specifics of probation recommendations and be given the opportunity to improve and thus be removed from probation.
- d. Should an employee be placed on probation as a result of unsatisfactory performance of their assigned duties he/she may request, through the evaluator, another certificated person to aid him/her for improvement of instruction.
- e. An employee who is on probation must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The employee must be removed if they have five (5) or fewer years of experience and scores at 2-Basic or above and the employee of more than five (5) years scores a 3-Proficient or Satisfactory.
- f. The Superintendent will notify the Association president when a certificated employee is placed on probation. This notification will be confidential and will only be used to contact the member on probation to offer assistance.

5. Non-renewal of Contract

- a. In case of non-renewal of contract of a certificated employee he/she shall be notified in writing by May 15 that he/she will not be given an opportunity according to law to sign a contract for the next school year. The letter will state the specifics upon which it was based. The probation period shall be a prerequisite for a non-renewal. The lack of adequate improvement of the specific probation recommendations shall constitute recommendation for non-renewal. RCW 28A.405.300 or 28A.405.210.
- b. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
- e. When a continuing contract employee with more than five (5) years of experience receives a comprehensive summative evaluation rating of 1 or Unsatisfactory for two (2) consecutive years, the District shall within ten (10) days of the completion

of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28.A.405.300.

6. Exceptions

The procedures relating to probation and non-renewal of contract are not applicable to a "provisional employee" who is a person employed by a district in a teaching or other non-supervisory certificated position during the first three (3) years of employment by the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to provisional employee requirements pursuant to this section during the first year of employment with the district. Such employees must be evaluated in the same manner as other certificated employees and are entitled to notice of non-renewal of contract by May 15. Provisional employees are not, however, entitled to a Board hearing or to a court appeal. Certificated employees returning to employment in the District from other than approved formal leave shall be considered provisional employees.

7. District Files- Documentation

- a. The Enumclaw School District evaluation forms shall be maintained in the district administrative office personnel file. These forms are not to be forwarded to any other school district, organization, agency, institution or other party, except at the specific written request of the certificated employee.
- b. Evaluation forms shall be privileged to the certificated employee, the respective supervisor, the district personnel officer, the evaluator's supervisor, and the superintendent. In the case of non-renewal of contract, the files shall be available to members of the school board in executive session, which is closed to the public. Access to personnel files/evaluations will be in accordance with RCW 42.17.
- c. Requests for voluntary transfer shall constitute approval for supervisors of open positions to review past evaluations.
- d. For administrative purposes, the evaluator may retain one (1) copy of the completed evaluation form, provided: (1) the evaluator shall inform the certificated employee of his/her intent to retain a copy, (2) the form shall be privileged to the building principal, vice-principals, and the certificated employee, and (3) forms shall be destroyed when no longer necessary for administrative purposes.

8. Evaluation Results

Evaluation results shall not be used to solely determine assignment, placement, or job status. Beginning in 2015-16, the final evaluation score of each teacher will be used

as one of multiple factors in making Human Resource and personnel decisions. The Association and the district will meet and bargain how final evaluation scores will be used in making human resource decisions no later than March of 2015.

- D. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.
- E. The content of the evaluations shall not be subject to the grievance procedure.

ARTICLE 26 COMPLAINTS, CHARGES, AND/OR ALLEGATIONS

A. General Complaints

1. If an administrator receives a complaint about an employee that, if true, could adversely impact the employee's evaluation or lead to discipline, the employee will be made aware of the complaint as soon as possible. Complaints not shared with the employee may not be used for discipline or in an evaluation.
2. Individuals making such complaints will be encouraged to confer directly with the employee. If the individual refuses to confer with the employee, the administrator will share the complaint with the employee.
3. Specific grounds forming the basis for the complaint will be made known to the employee.
4. Complaints that are retained in the employee's personnel file must be signed by the employee to indicate knowledge of the complaint. The employee may attach a rebuttal to complaints retained in the personnel file.

B. Abuse or Harassment

1. When the District receives a charge, complaint, and/or allegation that child abuse, sexual abuse, or harassment charges have been made against an employee and has determined that those charges are of sufficient substance to justify any action or further investigation, the matter shall be handled in the following manner:

First: The employee shall be informed that a charge, complaint, and/or allegation has been received by the District.

Second: The District administrator shall inform the employee that she/he:

1. Has the right to have an EEA or WEA representative present before proceeding

2. Has the right to proceed with the meeting on the charges, complaint, and/or allegation

If the employee exercises option 1, the meeting shall be delayed until EEA/WEA representation is present.

Third: After being informed of his/her rights, the employee will then be informed of the charge, complaint and/or allegation. The District administrator shall ask the employee which of the options she/he chooses to exercise.

Fourth: If the employee has exercised the option to proceed, the District administrator shall inform the employee of the charge, complaint and/or allegation, including names, dates, places and times of all known charges, complaints, and/or allegations. (The District may protect the confidentiality of student witnesses but no action will be taken by the District without providing the employee an opportunity to respond to all specific charges.)

ARTICLE 27 HOLD HARMLESS

The District shall provide tort liability coverage to the limits of the district insurance policy and no less than \$500,000 for all employees' subject to this agreement for their actions within the scope of their employment.

ARTICLE 28 JUST CAUSE

No certificated employee shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any disciplinary action taken by the District, excluding non-renewal, shall be subject to the grievance procedure contained herein. All charges forming the basis for the disciplinary action shall be made available to the employee at the time the action is taken. An employee has the right to Association representation in any disciplinary proceedings.

ARTICLE 29 LEAVES

A. Sick Leave

1. Each full-time employed certificated employee shall be granted a maximum of twelve (12) days sick leave each year without loss of pay. This leave or any unused part shall be cumulative to a maximum of 180 days. Sick leave will be frontloaded in September.

2. For absences in excess of five (5) consecutive days, a doctor's or osteopath's certificate must substantiate the illness.
3. If deductions are necessary, they shall be made on the basis of 1/over the number of days listed on the contract for each day absent.
4. An employee shall be allowed to use sick leave, family illness leave, or personal leave to care for a child of the employee with a health condition that requires treatment or supervision; or a spouse, domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency. (Comparable relationships will be considered on a case by case basis.)

B. Shared Sick Leave Program

1. The Superintendent or designee shall determine the amount of shared leave a leave recipient may receive. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
2. An employee shall be eligible to receive shared leave if the employee suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate his or her employment.
3. The employee shall be eligible to receive shared leave under the following conditions:
 - a. The employee's job is one in which annual and/or sick leave can be used and accrued;
 - b. The employee is not eligible for time loss compensation under chapter 51.32 RCW;
 - c. The employee has abided by district policies regarding the use of sick leave;
 - d. The employee has exhausted, or will exhaust, his /her annual leave and/or sick leave;
 - e. The condition has caused, or is likely to cause, the employee to go on leave without pay or terminate district employment.
4. Donation of Sick Leave — An employee may donate sick leave using the following criteria:
 - a. The employee must have accrued more than sixty (60) days of sick leave;
 - b. Employees may not donate more than six (6) days of sick leave during any twelve-month period;

- c. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below sixty (60) days;
- d. All donated sick leave must be given voluntarily.

5 Calculation of Shared Leave Benefit — Pro-ration

- a. The leave recipient shall be paid his or her regular rate of pay. One (1) day of shared sick leave will be based on the per diem value of the donor's pay. Donors must meet the guidelines for shared sick leave as specified in state law.
- b. The leave received shall be coded as shared leave and shall be kept separate from all other leave balances.
- c. In the event that there is unused shared leave, it shall be returned to leave donors in the order received.

6. Procedures for Leave Sharing

- a. Recipient and donor and/or recipient's supervisor will complete the District form on leave sharing and submit it to the personnel office;
- b. Leave Sharing will become effective on the date the Leave Sharing form is accepted in the personnel office; retroactive application of Leave Sharing will be on a case-by-case basis;
- c. Donated hours will be deducted from the donor's sick leave balance.

C Sick Leave Buyback

- 1. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury to the maximum of 180 days.
- 2. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for

illness or injury accumulated at a rate in excess of one (1) day per month. Any sick leave that has been used or donated during the previous calendar year will be deducted from the days available for monetary compensation

D. Family Illness

1. A maximum of four (4) days annual leave, non-accumulative without loss of pay shall be allowed for absences resulting from serious illness or an illness that does incapacitate a member of the employee's immediate family and requires the presence and care of the employee.
2. The "immediate family" means spouse, domestic partner, parent, son, daughter, or individual of comparable relationship. "Comparable relationship" to be determined at the discretion of the superintendent.
3. Any absence allowed under this provision shall be in addition to the annual twelve (12) days for sick leave. An employee who has exhausted family illness leave may use sick leave to care for a child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision. An employee who has exhausted family illness leave to care for a spouse, domestic partner, son, daughter, or individual of comparable relationship must use up his or her Personal leave before the employee may use sick leave. An employee who has exhausted family illness leave to care for a parent must use up their Personal leave and then may use up to ten (10) days of available sick leave. Additional sick leave may be approved at the discretion of the superintendent.
4. Any necessary salary deductions for absences shall be made on a prorated basis.
5. An employee entering the system after the beginning of the fiscal year (September 1) shall receive a pro rata of the number of days "family illness leave" allowed for the full year.

E. Maternity and Paternity Leave

A certificated employee requesting leave under this provision must give written notice to the District as to the expected dates of commencement of leave and return to employment. Leave shall be granted, without District pay, for a period up to one (1) year. An employee may be granted an additional year if request is in writing prior to April 1st of any year. A certificated employee returning from leave shall be placed in a position pursuant to Article 41, Section D. An employee may continue insurance programs at their own expense, if such insurance programs are available.

F. Adoption Leave

1. Three (3) days annual, non-accumulative leave without loss of pay, shall be allowed for adoption.
2. Any absences allowed under this provision shall be in addition to the annual twelve (12) days allowed under "Personal Illness."
3. An employee entering the system after beginning of the fiscal year (September 1) shall receive a pro rata of the number of days "Adoption Leave" allowed for the full year.
4. Parental Support for the birth/adoption of a child
 - a. Within the first six months of the birth or adoptions of a child, the parents may take up to five paid days of family or sick leave to bond with the child.

G. Bereavement Leave

1. Five (5) days annual, non-accumulative leave without loss of pay, shall be allowed for absences resulting from death in the immediate family or of a close personal friend. Extensions may be granted at the discretion of the superintendent, for extenuating circumstances. Such extensions should be requested within the five (5) day period granted.
2. The "immediate family" means spouse, domestic partner, son, daughter, father, mother, brother, sister, grandfather, grandmother, uncle, aunt of the employee or of the spouse/partner of the employee, or an individual for whom there are extenuating circumstances.
3. Any absences allowed under this provision shall be in addition to the annual twelve (12) days allowed under "Sick Leave."
4. Any necessary salary deductions for absence shall be made on a prorated basis.
5. Any employee entering the system after the beginning of the fiscal year shall receive a pro rata of the number of days "Bereavement Leave" allowed for the full year.

H. Personal Leave

1. Each full-time certificated employee shall be granted a maximum of four (4) days non-accumulative Personal leave each year. Personal leave days may be used at the employee's discretion according to the following guidelines:
 - a. Personal leave day may be used to extend other leaves. This includes the day preceding and following a holiday/break in the calendar such as Thanksgiving

break, winter break, mid-winter, and spring break, etc. In these circumstances personal leave will be limited to no more than 10% of building staff.

- b. Personal leave may be granted during the School Startup days for special circumstances with pre-approval by building supervisor and Human Resources. The use of personal leave is discouraged on school startup days and PLC days.
- 2. This leave is in addition to the twelve (12) days allowed for personal illness.
 - 3. The intent of this leave is to provide flexibility while maintaining professional and educational excellence. Exceptions to the above guidelines may be granted in emergency situations by the superintendent/designee. This leave will be reviewed each January to evaluate its impact.
 - 4. Reimbursement: Employees with unused Personal leave may elect one of the following:
 - a. Classroom materials, supplies, equipment, workshop/tuition fees and/or dues for professional organizations may be reimbursed equivalent to the substitute rate of pay for each unused day to a maximum of four (4) days.
 - b. Compensation, to a maximum of 3 hours per unused day will be based upon the daily substitute rate divided by 3.
 - 5. Reimbursement claims must be submitted all at one time after the last day of school and no later than June 30 of the current school year.

I. Jury Duty/Subpoena Leave

- 1. In the event that an employee is summoned to serve as a juror, or is subpoenaed to appear as a witness in court, or is named as a co-defendant with the District, such employee shall receive a regular day's pay for each day of required presence in court. The jury duty fee or witness fee received by the employee shall be remitted to the District; provided, however, that the remittance shall not exceed the employee's regular daily pay from the District. Payments received as a travel allowance are not reimbursable to the District. In the event that the employee is a party in the case, except as provided in this section, the employee may request personal emergency leave, short term leave, or leave without pay. Upon receipt of jury summons or subpoena, the employee shall immediately notify the immediate supervisor and the personnel department. The employee shall be required to furnish a signed statement from a responsible officer of the court as proof of jury service or appearance as a witness and of the pay received for such service or appearance.

J. Military Leave

1. Any certificated employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States, or of any organized reserved or armed forces of the United States shall be entitled to and shall be granted military leave of absence from his employment in compliance with State and Federal law, for a period not exceeding twenty (20) days during each fiscal year.

K. Attendance at Meetings and Conferences

1. Leave without loss of pay for non-remunerative professional work or meetings that are for the purpose of improving educational standards may be granted by the superintendent.

L. Leave of Absence:

1. Leaves of absence up to one (1) year without pay may be granted employees for personal reasons. A certificated employee returning from leave will be placed in a position pursuant to Article 37.
2. Employees who request to resign their regular contract after July 1 may be given a "limited leave of absence" at the option of the district. A person placed on a limited leave of absence may return to employment with the district if mutually agreed.
3. An employee granted a leave of absence who chooses to seek employment must first make known to the Enumclaw School District their availability for such employment and give the Enumclaw School District first refusal of such services prior to accepting a contract with another school district. The Superintendent may waive this provision for special circumstances.
4. Extension of a leave may not be requested for more than one (1) year. Any employee on leave must notify the District by April 1 of their intent to return to employment status. A letter will be sent to the employee at least two (2) weeks prior to this date requiring them to indicate in writing their intent to return or resign. Requests for leave extensions would be made during that same time period. Any on-leave employee failing to notify the District in writing by April 1 shall forfeit their right to re-employment. At the employee's request, an extension may be granted to May 1.

M. Short-Term Leave

1. Short Term Leave of Absence (STL) is a discretionary leave of 1 to 5 days which is available to cover unusual events beyond the control of the employee. STL cannot be used for purposes of financial gain or vacation.
 - a. Request for the STL which states the purpose for the leave must be submitted in writing to the Director of Human Resources.

- b. A Short Term Leave may be granted upon the approval of the Director of Human Resources.

(1) The following criteria will be reviewed in a balanced manner to determine the approval/denial of the STL request.

- Impact on students
- Impact on staff/school
- Frequency of request
- Attendance pattern (last three years)
- Potential of mutual benefit

2. The decision of the Director of Human Resources may be appealed to the Superintendent by the individual or E.E.A.

3. The employee will reimburse the district the full substitute costs.

N. Leave without Pay

Leave without Pay may be approved at the discretion of the Superintendent.

O. FMLA Leave

Provisions of the Federal Family and Medical Leave Act shall apply to all employees who have been employed by the district for one calendar year and who have worked at least 1,250 hours during a twelve-month period immediately preceding the requested leave.

The District may require employees who have paid leave available to use the paid leave concurrently with FMLA leave.

ARTICLE 30 NON-DISCRIMINATION

A. Non-discrimination. The District and the Association will cooperate to assure that certificated employees are not illegally discriminated against. See Board policy 5010.

B. Harassment. The District and Association are committed to maintaining a work environment free from all forms of harassment including sexual harassment, and in which all employees are treated with dignity, respect, and courtesy. The District's policy on sexual harassment is attached to this Agreement as Appendix K.

ARTICLE 31 PERSONNEL FILE

- A. Certificated employees or former certificated employees shall upon request, have the right to inspect all contents of their current and past personnel file kept within the District. Upon request, a copy of any documents contained therein shall be afforded the employee.
- B. Anyone, at the certificated employee's request, may be present in this review.
- C. Each certificated employee's personnel file shall contain the following minimum items of information: all certificated employee's evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.
- D. No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee receiving a copy and having an opportunity to add his/her own comments to the file. Access to personnel files/evaluations will be in accordance with RCW 42.17.

ARTICLE 32 SUPPORT FOR NEW CERTIFICATED STAFF

The District will continue to support new teachers by:

- Encouraging employees to self-pace.
- Ensuring reasonable class assignments without overloads if at all possible.
- The administration will consider class configurations.
- The administration will work with new employees in determining an appropriate and reasonable number of assignments outside of the employee's classroom and/or major job responsibilities.
- The District will provide regular classroom observations and check-ins with new employees.
- The District will continue to research methods and resources to reduce the costs to employees for Professional Certification and National Boards.

ARTICLE 33 ASSIGNMENTS

- A. All certificated employees will be given assignments which reflect their major and minor fields, training, experience, certificate, and endorsement(s). These assignments will be made during the spring and before June 15th, if possible. In any case an employee may request an explanation regarding a change in assignment. If assignments or changes are made after June 15th, the teacher will be notified as soon as possible. A certificated teacher assignment will be limited to three (3) preps per day whenever possible. There will be a meeting with the building administrator prior to assigning a teacher four (4) preps per day.
- B. In order to assure that pupils are taught by certificated employees working within their areas of competence, certificated employees shall not be assigned outside the scope of their teaching certificate and/or their major or minor fields of study except when necessary and

appropriate to meet student/program needs. If a teacher is assigned to a class out of their major or minor or for which they do not have sufficient training or experience, the District will provide training, in-service, and/or tuition paid for courses needed. These credits will be accepted for placement on the salary schedule.

- C. The assignment of staff members and their transfer to positions in the various schools and departments of the District shall be made by the superintendent on the basis of the following criteria, which are listed in order of priority:
 - 1. Contribution which staff member could make to students in new position.
 - 2. Qualifications (certification, endorsements, current training and/or experience, education) of staff member compared to those other teachers in the same category.
 - 3. Length of service in the Enumclaw school system.
- D. Procedures for room moves/sharing will be established in each building. Certificated employees being moved to another teaching station will be notified and given an opportunity for input whenever possible. Certificated employees moving to another room/building for the following school year shall not be required to pack or move prior to the closure of school.
- E. The District acknowledges that a teacher's primary responsibility is to teach and thus his/her energies should be used to this end. Certificated staff shall not be required to supervise study hall or detention room except as part of their assignment.
- F. If a change in an elementary assignment occurs during the school year, the certificated staff will be relieved of regular duties (1) school day and be provided assistance to complete the change.
- G. If a change in a secondary teacher's room assignment, which necessitates the breakdown and set up of a classroom, occurs during the school year, the teacher will be relieved of regular duties one (1) school day and be provided assistance to complete the change.
- H. If a change in a teacher's classroom assignment is required, the teacher will choose:
 - 1. to be compensated at a rate of \$150.00 OR
 - 2. to be provided with one (1) day release with substitute coverage and
 - 3. up to one (1) additional day may be allocated if needed.

ARTICLE 34 CLASS SIZE

- A. Class size will be determined by the educational philosophy of the District and State recommendations within budgetary limitations. The superintendent will determine staff allocations for buildings and programs. In the event of abnormal reduction in revenue due

to inadequate State funding or the failure of local support, the superintendent may revise staff allocation formulas to conform to the status of revenue.

- B. In planning for the next school year, the District shall allocate classroom teachers to each building, based upon each building's average yearly enrollment, using the following formula:

1. Elementary Schools

In each classroom at grade K through 5 including music and media, an allocation of \$500 per 1.0 FTE (pro-rated) student above the class sizes below will be granted overloads. Elementary PE class overload allocation is based on grade level class size plus 4. Overloads will be determined on the first day of the months of October, December, March and May.

K= For each student over 23.5 FTE

Grades 1-3 = For each student over 25.5 FTE

Grades 4 -5 = For each student over 27.5 FTE

For purposes of overload allocation, each special education student who receives three (3) or more instructional hours per day from the regular education teacher shall count as 1.0 FTE in that classroom. Each special education student receiving less than three (3) instructional hours will count as .5 FTE.

2. Secondary Schools

The district acknowledges that equitably balanced caseloads for any teachers of the same subjects/grade levels is the goal.

- a. The total number of students for secondary core classrooms will not exceed a total of 160 students and a cap on 32 on individual core classes. When a single class exceeds 32, a review will be completed to determine least impact for the purpose of balancing class loads.
- b. If a teacher's class period exceeds 32 (excluding TA's, and Independent Study students) on the 1st school day of the months of October, December, March, May, that teacher will be allocated \$300 (three hundred dollars) per student per quarter.
- c. Secondary PE single period class size cap is 36 (class size +4).

This provision applies to Math, English, Social Studies, History, Science, Foreign Language and Health and non-performance based music classes only.

The intent of this section is not to reduce existing building budgets.

3. Special Education

Special Education teachers will be allocated using the following guidelines:

Self-contained caseloads: 10 pre-school per session

10 elementary students per 1.0 FTE

12 secondary students per 1.0 FTE

Resource caseloads:	30 elementary students per 1.0 FTE
	32 middle school students per 1.0 FTE
	32 high school students per 1.0 FTE

When an IEP caseload exceeds the numbers listed, the Director of Student Support Services and the affected staff member shall meet to review and discuss the menu of options identified below and collaboratively determine the most appropriate support:

Overload Options:

1. Review and adjust staff schedules
2. Balance caseloads
3. Provide additional staff
4. Provide release day for support for assessment
5. Provide certificated support from another building where workload may be light
6. Provide other creative solutions agreeable to both the teacher and the director
7. No change based upon review of student needs

We recognize that all students are not equal in terms of their needs and the demands on staff members. Numbers aren't always the best way to determine when and where additional support is needed but are used as a means to trigger discussions and collaboration around appropriate support. The teacher may trigger a conversation related to student needs anytime.

In addition to the process described above, the teacher in overload will have the choice of one of the following compensation options:

1. Release time from 1-3 days per year shall be determined by the special education teacher and the Director of Student Support Services, or
2. For those teachers who have primary responsibility for the IEP, an additional three (3) hours of pay (per IEP written over caseload cap) for a total of four (4) hours (per IEP written over caseload cap) will be provided.

4. Support Specialists

The District will commit to a process for reviewing specialists' caseloads each year and sharing that information with specialist teams and the Professional Relations Committee.

Support Specialists will be allocated using the following guidelines:

SLP's	48 students per FTE
OT/PT's	40 students per FTE
Psychologists	A staff FTE for each 1,300 students

The Director of Student Support Services will meet each spring with the specialist team to discuss staff assignments for the following year in order to balance workload. A follow-up meeting will be scheduled no later than December 10th to review the actual numbers and to make adjustments. Psychologists will keep data on the testing of the number of students

who are tested but do not qualify for services. This data will be reviewed annually as part of decision-making for assignments. If an overload has been identified by the specialist, principal or director, additional staffing must be added and/or:

- One (1) to three (3) days of extended contract will be provided for Psychologist, SLP's and OT/PT's.

This language will remain in effect as long as Enumclaw School District special education enrollment does not exceed 12.7 % lid. In this case, the District and the EEA will reconvene to bargain replacement language.

Intellectual and academic evaluation will be the responsibility of the building school psychologist.

- C. Principals, when making class assignments, will give consideration to factors which influence load, such as subject or subjects taught, grade level, student abilities and instructional techniques required. A principal may utilize a six (6) hour teacher aide in lieu of one-half (.5) of a teacher from building allocation.
- D. Allocations are subject to modification for innovative education programs as approved by the Superintendent or his designee upon recommendation of the principal, after consultation and planning with staff members. Assignment to those programs (eg., TOSA, activities) shall be subject to an open process allowing all interested staff to be considered for such assignments.

ARTICLE 35 CLASSROOM VISITATIONS

- A. The District recognizes the desirability for patrons of the District to be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:
 - 1. All visitors/parents to a school and/or a classroom shall obtain the approval of the building administrator or designee.
 - 2. The teacher shall have the opportunity to confer with the visitor/parent before and/or after the visitation.

ARTICLE 36 JOB SHARING

When the best interests of the educational program would be served, the superintendent upon the advice of the principal and director of human resources shall recommend to the board the creation of a job share assignment.

- A. Definition: A job sharing assignment is the shared performance of the duties of one full-time regular education position by employees.
- B. The goal of job sharing is to provide a quality educational experience for students while being responsive to staff requests.
- C. Process: Job sharing may be available to teachers who have continuing contracts with the district and who have indicated in writing to the building principal and the director of human resources their desire to job share. The teacher will request a leave of absence for a portion of their contract. The teacher on continuing contract shall bear the primary responsibility of finding a qualified candidate for a job share partner. Board approval will be contingent upon finding a qualified candidate.
- D. Job Share Plan: A job share plan will be developed that reflects the goals and shall be on file at the building(s) and district level. The plan will include agreements regarding:
 - 1. Staff training/staff development activities.
 - 2. Staff Meetings
 - 3. Conference/Planning Time
 - 4. Joint responsibility for report cards, progress reports, parent conferences, portfolio shares etc.
 - 5. Expectations for building responsibilities/leadership
 - 6. Joint time to plan
 - 7. LID day
 - 8. Supplemental Compensation

The plan will be revisited as needs arise and adjustments can be made to improve the educational program and to ensure quality collaboration.

- E. Should a job sharing staff member be terminated, resign or become unable to fulfill their contract, the partner will be asked/encouraged to work full-time for the remainder of the year or until a suitable replacement can be hired.
- F. The teacher on continuing contract may request a continuance of the job share for a second year. Although circumstances may allow some flexibility, two years would normally be considered the upper limit.
- G. The District may establish and from time to time modify its Guidelines for the application of this Article. The District will seek input from the Association on such Guidelines, but in no case shall the Guidelines contravene this Article.

ARTICLE 37 REDUCTION OF EMPLOYEES

- A. Determination of Program

The Board of Directors shall determine the educational program and services for Enumclaw School District based upon the educational goals of the District and the financial resources available for the following school year. Prior to May 15 of each year, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its certificated staff and its educational program and services substantially at the same levels for the following school year. When it is determined that such financial resources are not reasonably assured for the following school year, the Board shall adopt a reduced educational program which takes into consideration the guidelines set forth in the following procedures. These procedures shall also be applied to identify those certificated staff members who will be retained to implement such reduced program and those certificated staff members, if any, who must be terminated from employment.

B. Application

The procedure stated herein shall supersede any conflicting District agreements and may be implemented in the event that (1) projected funds available for the forthcoming year are 5% less than funds available for the current fiscal year, or (2) a levy failure has occurred or (3) if the District determines they are overstaffed by five or more certificated staff and the student population has declined by 100 or more students from May 1 of the previous year to April 15 of the following school year. RIF procedures which have been implemented due to levy failure shall be terminated upon the passage of the levy if B (1) does not apply.

C. General Provisions and Definitions

1. The term "Reduction of Employees" as used herein refers to actions by the board reducing the number of teachers in the District due to economic reasons; it does not refer to decisions to discharge or non-renew an individual teacher for cause.
2. If the certificated staff in the District is to be reduced, the superintendent will develop a list of employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program as adopted by the Board of Directors. For the purpose of this section, administrators may be reassigned as employees within the bargaining unit consistent with their experience and qualifications as employees under Section A.
3. The following provisions will apply in development of said list:
 - a. Certification. Possession of any required certificate and/or endorsement for the position(s) under consideration shall be a prerequisite for retention.
 - b. Employment Categories/Criteria. A single category exists based on the following criteria:
 - 1) Appropriate certification/endorsement for the position.
 - 2) Seniority as defined in E.
 - 3) Experience as defined in D.2.

D. Retention

1. Each employee will be eligible for retention in the position held at the time of the implementation of these procedures. Employees on approved leaves of absence will be considered for retention as if currently employed in the last position held.
2. If an employee's current position has been reduced, the employee shall be eligible for retention, first, in an open position the employee is qualified for or second, in a position the employee is qualified for held by the least senior employee. The District will attempt to place the secondary employees in secondary positions and the elementary employees in elementary positions. In order to qualify for placement in any such position, the employee must have a current certification/ endorsement enabling them to teach in the position. If an employee holds a general, standard or continuing elementary and secondary teacher (K-12) certificate then they must have either a major/minor or equivalent in the subject and/or had one (1) year of experience as follows:
 - a. K-5 experience for an elementary assignment
 - b. Taught same class for a secondary assignment
3. In order to retain a current employee, whose position has been reduced, the District agrees to allow non-rifed certificated employees, upon application, leave not to exceed two years with a guarantee of reemployment unless the employee would have been rifed. Reemployment shall be with no loss of rights, benefits, or seniority.
4. Every effort will be made to allow any staff reductions to come from normal attrition, retirements and resignations.
5. In the event no employee qualified under Section C is available for assignment within the present staff, the District will employ such additional certificated employees as may be required to staff the adopted educational program.

E. Seniority

1. Seniority, within the meaning of this section, shall mean years and days of regular contract and/or substitute service within Washington as of the prior August 31st. Years of out-of-state experience will be recognized according to the following: for every year of experience in the Enumclaw School District as of the prior August 31st, one year of out-of-state experience will be recognized. In the event that ties exist, preference shall be given to date of the issuance of the most recent provisional or continuing contract in the District. If ties remain, preference shall be given to total education credits/clock hours beyond the BA degree as computed by the District in accordance with placement on the salary schedule as of October 1 of the current school year. In the event ties still exist, preference shall be determined by lot by a disinterested third party.

2. By April 1 the Superintendent or his/her designee will prepare a seniority list containing the names of each employee ordered from the most senior to the least senior. After prior or contemporaneous written notice to the Association, the seniority list may be distributed to each worksite together with a notice inviting each employee to review the list for accuracy. Any employee may, in writing and within ten (10) days of the day the list is distributed to the employee's worksite, file with the Superintendent or designee objections to the ranking order. The employee must include in the response a full statement of the facts supporting the objections. If the Superintendent or designee rejects the individual's request for modification, the rejection shall be in writing with a copy provided to the Association. An employee who does not file an objection to the seniority list waives any right he or she may otherwise have had to object to the ranking order for the current year.
3. Notification. All employees who are selected for reduction in force under these procedures shall be notified of the same in accordance with law on or before May 15.

F. Grievance

1. Notwithstanding any other provision of this Agreement, an employee who feels aggrieved by action of the Board of Directors adversely affecting or non-renewing said employee's contract will be obligated to seek review of the Board's action in accordance with RCW 28A.405.100 and 405.210. Such claim, by this reference, is specifically excluded from grievance or arbitration under this Agreement.

G. Provisions for Employment

1. Employees non-renewed as the result of reduction in force will be placed on an employment list according to seniority and will have priority in that order in the filling of a position for which qualified under Section C. The individual's name will remain on said list from the date of non-renewal to October 1 of the year following the year in which non-renewed. Individuals hired from said list will retain all rights and benefits accrued prior to non-renewal.
2. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be re-established for one additional year.
3. Individuals included on the employment list will inform the District personnel officer of any change in personal information (names, addresses, and telephone numbers), availability, or eligibility for employment.
4. Offers for employment by the District will be in writing and each delivered in person or by certified mail. A notice of each offer will be mailed to the Association.

5. An individual will forfeit rights to employment as provided in this section if the individual signs a certificated employee contract with another district or does not accept offer of employment as a certificated employee with this District within five (5) working days from receipt of offer, provided, however, that no individual will forfeit rights to employment by virtue of signing or refusing to sign a limited contract with this District or by refusing a position with a lesser number of hours than that held during the year in which non-renewed.
6. Individuals on the employment list will be included on the District's substitute list, provided said individual registers with the District's personnel officer. This clause is in no way to be construed as recognition of the Association as the official bargaining representative for substitute teachers.

ARTICLE 38 STUDENT DISCIPLINE

A. Environment

1. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District.
2. Discipline shall be enforced fairly and consistently regardless of national origin, race, religion, economic status, gender, pregnancy, marital status, previous arrest, previous incarceration, or a physical, mental or sensory disability.
3. Such discipline shall be consistent with applicable federal laws, state laws and Board policies.

B. District

1. The District shall support teachers in their effort to maintain discipline and shall see that there is a procedure in place to provide for an appropriate response to staff discipline concerns, including those occurring during administrative absences. Resources will be made available to support appropriate procedures when the administrator is absent.
2. Each building, as part of the development of their discipline plan, will identify a building administrative designee(s).
3. If the designee is a classroom teacher, prior arrangement will be made by the administrator and the designee to assure that the designee's students are under the charge of another adult during the designee's absence from the classroom.

C. Building

1. Staff will deal with student discipline in a professional manner.

2. Each building will develop a student behavior management plan with expected standards of student conduct, which will be reviewed annually with students and staff along with applicable changes in district policies and laws.
3. Building discipline standards shall include a rapid response plan including compensation for additional staff coverage for emergencies that may occur in the building or on the school grounds.
4. Each building will designate a supervised area where students who have been removed from a classroom will remain until appropriate corrective action is initiated.
5. The management plans and the standards will be communicated to parents and be available for interested citizens.
6. Building discipline plans shall include communication, remediation, and intervention in chronic discipline situations or when staff have discipline concerns.
7. The following process is available for review of disciplinary action:
 - a. The teacher will meet with the building administrator for review and discussion of action taken.
 - b. If dissatisfied, the teacher will request an informal meeting with the Superintendent/designee for further review and discussion.

D. Student

1. Any student who substantially disrupts the classroom environment, in violation of the building behavior management plan and while under a teacher's immediate supervision, may be excluded by the teacher from his or her individual classroom and instructional or activity area for all, or any portion of, the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: provided, that except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action: provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of that class or activity period. Every reasonable attempt will be made to involve the parent or guardian and the student in the resolution of student discipline problems.

ARTICLE 39 SAFETY

The District and Association are committed to maintaining a safe working environment for students, employees and visitors, and to resolving any safety issues or concerns through safety

committees at each work site or, where appropriate, through the professional relations committee.

A. Workload Triggers

1. The district will identify classes in which safety may be a concern. Class numbers will be established on the capacity of the stations ensuring student safety.
2. When a safety or workload issue is identified by an employee or administrator in a class or general setting, the employee will work with the building principal to develop a plan for mitigating the problem.
3. If the problem is not mitigated at the building level, the following process will be followed:
 - a. The identified issue will be taken to the Professional Relations Committee (PRC).
 - b. If not resolved in PRC, a committee will be formed with the following membership:
 - (1) two (2) EEA members to be identified by EEA
 - (2) the building principal
 - (3) the superintendent or designee

ARTICLE 40
STUDENT TEACHERS

- A. Certificated employees are under no legal obligation to the District or to a college/university involved to accept a student teacher or a September experience student. If the certificated employee does accept this responsibility, he/she does so on a voluntary basis. Teachers are required to have a minimum of 3 years' experience before they can accept a student teacher.
- B. In no case shall a newly employed (first year) certificated employee be requested to accept a student teacher or a September experience student.

ARTICLE 41
VACANCIES AND TRANSFERS

A. Vacancies:

A vacancy shall be defined as a new position or a position not already filled by a teacher within a building or within a special program. A transfer shall be defined as change from a position in one building to another building or from a position in one district special program to another position. Vacancies for positions covered by this bargaining unit will be posted as they become known.

For the purpose of this Article, special programs are defined as:

1. Counselors
2. Dean of Students
3. Special Education Teachers
4. IA – Gifted Teachers
5. Library Media Specialists
6. Elementary Music Specialists
7. Nurse
8. Elementary PE Specialists
9. Specialists (Title, LAP, Literacy)
10. School Psychologists
11. Speech Language Pathologists (SLP)
12. Occupational Therapists (OT)
13. Physical Therapists (PT)

B. Voluntary Transfers:

1. Certificated employees who desire a transfer to another building or special program, or who desire to change from part-time to full-time shall request a transfer by completing a transfer request form and submitting it to the Personnel Office within seven (7) calendar days of the posting date. An applicant will be offered an interview for the position for which they have applied if they meet the criteria as announced in the posting. Upon accepting a voluntary transfer position, the teacher is ineligible for another voluntary transfer request until the following year.
2. Transfers will be made on the basis of the following criteria, which are listed in order of priority
 - a. Contribution which staff member could make to students in new position
 - b. Qualifications (certification, endorsements, current training and/or experience, education) of staff member compared to other teachers in the same category
 - c. Length of service in the Enumclaw School District

During the summer vacation period, if an opening occurs a transfer request may be submitted by a teacher's designee. In the event the Principal is unavailable at the time a staff member or designee submits a request for transfer during the summer vacation period, the district shall waive the requirement for the Principal's signature.

3. Transfers of positions, duties, and responsibilities between two certificated teachers may be arranged when mutually agreed upon between the certificated teachers and the building principal/s and approved by the superintendent or designee. These positions will not be considered vacancies.

C. Involuntary Transfers

1. An involuntary transfer shall be defined as a change from one building to another building or from one district special program to another position when the teacher has not requested such transfer.
2. It is recognized that an involuntary transfer generally is not a satisfactory method for filling a vacancy and as such, will not be resorted to unless all other reasonable avenues have been pursued. However, the parties recognize that because of overstaffing a building or the loss or relocation of a program it may be necessary to involuntarily transfer teachers. In an elementary building, secondary department, or special program the teacher with the least seniority as defined below shall be involuntarily transferred unless there is an overriding program need. For the purpose of an involuntary transfer, and for that purpose only, the seniority of a certified teacher will be determined by the following formula:

1 point for each year's service to the Enumclaw School District, plus (+) 1 point for each year of experience recognized by the district.
3. The District shall notify the certificated teacher in writing when an involuntary transfer is made.

D. Procedure to Fill Vacancies

1. Definitions

Category I: Certificated teachers with continuing contracts involuntarily transferred and those with continuing contracts returning from leave.

Category II: Certificated teachers with continuing contracts requesting voluntary transfers including those with continuing contracts requesting change from part-time to full-time.

Category III: Certificated teachers on leave replacement contracts desiring reemployment.

2. As openings occur and before Category II or III teachers may be considered, Category I teachers will be able to choose a position from those available for which they are qualified. Category I teachers involuntarily transferred will retain their Category I status until they accept an available position for which they are qualified or for two years, whichever comes first.
3. All qualified Category II certificated employees will be offered an interview and considered for any position for which they have applied for transfer. When a person with a continuing contract has been selected for a comparable position that is designated as a leave replacement position, the Association and District will work together to facilitate

the transfer request. Unsuccessful candidates may request a written response by the superintendent with an explanation as to why they were not selected.

4. Category III certificated teachers will be considered for vacancies for which they are qualified and interested.
 5. After August 1 the District reserves the right not to accept transfer requests.
- E. By mutual agreement between the Association and the District, the provisions of this Article may be suspended.

ARTICLE 42 SPECIAL EDUCATION

Philosophy Statement: All children are our responsibility to educate and nurture. It takes all employees to support this mission:

- A. New programs to the District will be supported by training. Employees will be given options for training times when possible. Mandatory trainings will be built into the employee work day or they will be compensated at a per diem rate.
- B. Every attempt will be made to provide IEPs of new students to the District to employees before the first day the student is in class.
- C. A consistent system will be developed for providing IEPs and 504s for current Enumclaw School District students to employees before the beginning of the school year for students.
- D. Each building will have a plan for workload distribution ensuring that all mandatory members of an IEP team will be present. This plan will be developed before the beginning of the school year for students.
- E. Every attempt will be made to schedule IEP meetings during the employee work day. If this is not possible, the case manager will coordinate the schedules of the mandatory team members.

ARTICLE 43 TECHNOLOGY

Philosophy Statement: The District, EEA and stakeholders will work cooperatively to implement the District's technology goal. "Technology will implement tools, safe access, and support staff of the Enumclaw School District to provide students with a rigorous and meaningful education."

DURATION OF AGREEMENT

As set forth in Article 9, the undersigned parties agree that this collective bargaining agreement became effective September 1, 2020 and shall continue in full force and effective to and including August 31, 2023.

ENUMCLAW EDUCATION ASSOCIATION

ENUMCLAW SCHOOL DISTRICT #216

By: Kathryn Ross

By: [Signature]

Date: 3/19/21

Date: 3/19/21

2020-21 1.6% IPD + 2.4 = 4%
2021-22 1.9% IPD + 1.6% = 3.5%
2022-23 2.0% IPD + 1.5% = 3.5%

In the event the legislative funding changes in regards to compensation and/or professional development, this contract may be amended to reflect changes.

Appendix A

A. Substitutes: Internal Building Coverage

Each building will develop a plan for coverage that is based upon a shared responsibility. Copies of the plan must be submitted to the District, Association and staff by October 15 of each year.

The focus should be the development of an equitable system but should allow “volunteers” who wish to have more than their share of coverage.

Data will be collected for each "uncovered" day and be evaluated to insure adherence to the plan. This data will be used in future decision-making.

B. Guidelines for Job Share Requests from Staff

It is the intent and desire to have one teacher for each classroom as we believe this is in the best interest of students and their learning. We do understand that staff may have personal circumstances in which they might desire to work less than a full time job. It is with this in mind that we establish the following guidelines for job share situations.

- .5 requests or requests that best meet the needs of the students while providing continuity of instruction will be considered.
- Job shares should have a minimum impact on the building. For this reason, job shares will be approved on a limited basis.
- A job share request should be submitted by April 1 in order to allow for the identification of a partner, development of the plan and the formal approval of the plan. The request will be submitted to the principal of the building and the human resources director.
- Principals will look at the long term and short term effects on the building including individual teacher circumstances and their impact on the building. The principal will submit in writing their recommendation to the human resources director.
- Human Resources and Cabinet members will look at the effects of leave requests across the system and review with the principal the components of the job share plan as outlined in the negotiated agreement.
- It is recommended that the teacher applying for the job share actively seek a partner.

Appendix B - Activity Stipends

- A. The Enumclaw Education Association and the Enumclaw School District are committed to providing opportunities for students beyond the school day. Each year, positions will be created and reviewed for the purpose of addressing student and building needs. These positions are intended to address intramurals, clubs, activities and student learning opportunities. The development of these positions should reflect student interests and needs.
- B. A pool of dollars will support stipends for these positions. Job descriptions will be created defining qualifications, responsibilities, approximate time commitment and stipended amount. In addition, staff members may propose a position consistent with the description above to the building principal or his or her designee. These positions will be posted and opened equitably to all interested staff. All positions will be appointed for one year at a time.
- C. Programs will be reviewed on an annual basis by the building principal or his or her designee. The review may involve goal setting, reflection, stipends and conversation on the strengths and needs of the program.
- D. The dollars available for building extracurricular positions will be defined as follows:

Enumclaw High School:	\$50,361
Enumclaw Middle School:	\$20,839
Thunder Mountain Middle School:	\$20,839
Black Diamond Elementary:	\$11,693
Westwood Elementary:	\$11,693
Southwood Elementary:	\$11,693
Byron Kibler Elementary:	\$11,693
Sunrise Elementary:	\$11,693

These dollar amounts are applied to salary only and are not inclusive of the cost of benefits associated. The District will assume the cost of benefits.

- E. Upon request, the District will provide the EEA with an annual accounting of the total funds expended under this appendix.
- F. Stipends shall be funded according to four categories.

A. Category I – Base Activity – \$250 - \$600

The base program is open to all and is designed to foster student needs and interests. The expectation is that there are a number of students that meet on a regular basis throughout the year to enhance students' school experience, to organize event(s)/performance(s), to participate in organizations outside the school, and/or other relevant activities.

B. Category II – Program Activity – \$601 - \$1,200

This category is recognized as more than the base activity in that it supports an established activity/program, existing curricular activity and/or club sports teams. Positions may require specific skills or certification. It is to support additional time spent throughout the full year.

C. Category III – Advanced Program Activity – \$1,201 - \$1,800

This category is designed to support specific established advanced programs that are involved in particular annual events, performances or providing school-wide opportunities for students. Positions may require specific skills or certification. It is to support a significant amount of additional time outside the contract day.

D. Category IV – Major Program Activity – \$1,800 - \$5,000

This category is designed to support specific major school wide programs that produce significant benefits to the student body. Positions may require specific skills or certification. It is to support a significant amount of additional time outside the contract day and developed expertise in the activity.

Appendix C: Miscellaneous Compensation

- 1. Voluntary work outside of the normal school day, including summer work:** The District will compensate employees for District authorized special projects, leadership, and/or professional development work that is in addition to regular contractual duties. Employee compensation for said authorized work shall be posted and paid a stipend amount based on a professional rate of \$45.00/hour.
- 2. Non-Voluntary work outside of the normal school day, including summer:** The District will compensate employees for District required teaching, special projects, leadership, and/or professional development work that is in addition to regular contractual duties. Employee compensation for said authorized work shall be paid at per diem.
- 3. Driving students:**
 - A.** Certificated employees shall not be required to and are discouraged from driving students to activities that take place away from the school building. They may do so voluntarily only if they have received district approval for transporting students and with the advance approval of their principal or immediate supervisor. In such event they shall be covered to the limits of the District's liability insurance, and shall be compensated at the maximum IRS business mileage rate.
 - B.** Any employee who drives a student to and/or from school activities or during the school day must have clearance through transportation which includes a driver's abstract.
- 4. Assignment of more than one school:** Schedule of certificated employees who are assigned to more than one school shall be arranged so that no such certificated employee shall be required to engage in an unreasonable amount of inter-school travel. Such certificated employees shall be notified of any such changes in their schedules as soon as possible. If a staff member drives between schools during a school day, they are to be compensated at the maximum IRS business mileage plan. The staff member is responsible to turn in mileage on a monthly form to their supervisor for approval. Mileage claims may be denied if accumulated over one month.
- 5. All athletic, extra and co-curricular positions** will be posted on a yearly basis. The building administrator will first post the positions internally in the building. If the position is not hired internally, the building administrator may then request Human Resources to post the position to all district employees. If a position is not filled the building administrator may request Human Resources post the position externally.
- 6. Room changes:**
 - A.** If a change in an elementary assignment occurs during the school year, the teacher will be relieved of regular duties one (1) school day and be provided assistance to complete the change.

- B. If a change in a secondary teacher's room assignment, which necessitates the breakdown and set up of a classroom, occurs during the school year, the teacher will be relieved of regular duties one (1) school day and be provided assistance to complete the change.
 - C. If a change in a teacher's classroom assignment requires moving to another building, the teacher will choose:
 - i. to be compensated at a rate of \$150, OR
 - ii. to be provided with one (1) day release with substitute coverage
 - iii. up to one (1) additional day may be allocated if needed.
7. **Assignment of a class during preparation period:** If assigned a prorated per diem rate will be paid said employee for that period of time.
8. **Distribution of students:**
Should elementary teachers distribute students across their classrooms, the hourly rate of pay will be equal to the average daily per diem divided by the staff involved in the coverage. Staff shall not be required to assume substitute responsibilities for more than ½ of a school day unless mutually agreed upon by the staff member and the administration.
Should secondary teachers distribute students across their classrooms or take responsibility for an additional class the hourly rate will be equal the daily substitute rate of pay divided by six hours. **OR**
Alternative Substitute Compensation (Direct Services to Students) Substitute classroom coverage may be utilized and logged for up to 7 hours of supplemental contract time (optional hours).
9. **Extended days:** Certified staff who are assigned additional days will be paid at per diem and prorate per FTE. **Extended Days Posted yearly.**
10. **Career Teacher Assignment:** the district recognizes that experienced teachers provide extra value, expertise, and professionalism to the school program. In recognition of this, employees who have worked longer than twenty (20) years, fifteen (15) of which must be in the Enumclaw School District, may apply for a CTA and be compensated up to an additional five (5) days per year at per diem to a maximum of 10 days. Requests need to be submitted in writing by December 15th to the district office. Work will be done on a supplemental contract.
11. **Additional Special Education Compensation:**
A. **IEP preparation:** Special Education teachers will be compensated with one (1) hour per diem per student annually for the development and presentation of IEPs for the time spent beyond the normal working hours. The Director of Student Support Services may, at his/her discretion, provide equivalent release time in lieu of compensation.

- B. National Certification Stipend:** A yearly stipend of \$2500 will be awarded to school psychologists, district nurse, occupational therapist, physical therapist and speech language pathologist who achieve national certification comparable to national board certification (NBPTS) for teachers
- C. SLP, OT. PT Case management:** Support staff will be compensated with one (1) hour per diem per student annually for the development and presentation of IEP's for the time spent beyond the normal working hours for those **IEP's for whom they are the case manager**
- D. In order to receive compensation, the IEP must:**
 - 1. Be completed by the annual review date.
 - 2. Be submitted to the student support services offices such that it can be added to the State count immediately following the IEP meeting. For example, if an IEP meeting is held on Sept. 28, the IEP is received in the special services office on October 2, it would NOT be considered timely and would NOT count toward compensation.
 - 3. Meet District IEP Guidelines: Should an IEP be returned for correction/s, the IEP
 - 4. case manager can still receive compensation as long as all corrections are completed
 - 5. within ten (10) calendar days.

12. Required training outside of the normal work day: Certified staff required to attend required training outside of the normal work day will be paid at per diem.

13. Split elementary classes: Those elementary staff members who are assigned a split class shall be paid a stipend in the amount of \$6,500.

14. Supervision of School Activities and Athletic Events:

Necessary supervision at activities such as football games, track meets, choral festivals, and similar activities shall be filled by volunteers, elementary and secondary, if possible.

- A.** Such supervision of activities by certified staff shall be compensated at a rate of \$20.00 per hour, four (4) hours maximum. Any time over four (4) hours per event must get administrative approval.
- B.** Supervision related to the employee's regular duties and/or co-curricular activities shall not be compensated.

15. Certified staff teaching staff development: Teachers who teach staff development offerings will be paid at per diem for actual class time, plus one-hour preparation time for every hour of class time the first time the class is taught by the individual. For subsequent times the class is taught by that individual the pay will be at per diem for actual class time plus one-half hour preparation.

16. Class overloads:

Grades K-5

In each classroom at grade K through 5 including music and media, an allocation of \$500 per 1.0 FTE (pro-rated) student above the class sizes below will be granted overloads.

Elementary PE class overload allocation is based on grade level class size plus 4. Overloads will be determined on the first day of the months of October, December, March and May.

K= For each student over 23.5 FTE

Grades 1-3 = For each student over 25.5 FTE

Grades 4 -5 = For each student over 27.5 FTE

Grades 6 - 12

If a teacher's class period exceeds 32 (excluding TA's, and Independent Study students) on the 1st school day of the months of October, December, March, May, that teacher will be allocated \$300 (three hundred dollars) per student per quarter.

Secondary PE single period class size cap is 36 (class size +4).

This provision applies to Math, English, Social Studies, History, Science, Foreign Language and Health and non-performance based music classes only.

Activities paid by outside agencies: When certified staff work outside of their normal school day to provide activities for students, such as but not limited to, 6th grade camp, teachers will be paid in one lump amount at the next pay period following the week of the activity. The following pay schedule will be used:

1. If the activity is not part of the staff's duties or assignments and is outside of the normal workday, the staff member will be paid at an hourly rate of \$20.00
2. If the activity is a part of the staff's teaching duties and is outside of the normal work day, the staff member will be paid at a per diem rate.
3. If the activity involves overnight supervision of an enhancement activity, the staff member will be paid at the following rate:
 - year 1 \$217 per night
 - year 2 \$290 per night
 - year 3 \$362 per night

17. An Elementary Designee: An elementary designee will receive a stipend of \$350 for additional duties and responsibilities in the absence of the administrator. The elementary stipend may be shared if more than one individual is designated at the building. A second designee will receive \$40 per day for additional duties and responsibilities in the absence of the administrator. The designed will be trained to deal with discipline.

18. Inclement Weather: If an employee arrives at school and school is closed because of inclement weather or some other emergency, and the employee has made a reasonable attempt to determine whether school is closed or not, and the day is not counted as one of the 180 instructional day, those employees will receive a stipend of \$22.50.

Appendix D: BASE SALARY (1.6% IPD Plus 2.4% = 4% increase)Enumclaw School District Certificated Salary Schedule
For School Year 2020-21

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	51,053	52,432	53,860	55,292	59,887	62,846	61,208	65,803	68,765
1	51,740	53,138	54,585	56,080	60,722	63,665	61,888	66,531	69,472
2	52,395	53,806	55,268	56,879	61,508	64,481	62,574	67,202	70,176
3	53,070	54,494	55,972	57,634	62,254	65,299	63,223	67,840	70,887
4	53,731	55,219	56,705	58,424	63,072	66,140	63,903	68,551	71,620
5	54,415	55,910	57,411	59,225	63,855	66,984	64,595	69,227	72,356
6	55,117	56,579	58,132	60,037	64,645	67,791	65,304	69,913	73,057
7	56,352	57,836	59,409	61,417	66,094	69,326	66,633	71,307	74,541
8	58,159	59,724	61,334	63,509	68,248	71,600	68,722	73,463	76,813
9	0	61,679	63,369	65,622	70,472	73,938	70,834	75,687	79,153
10	0	0	65,428	67,845	72,759	76,340	73,059	77,975	81,554
11	0	0	0	70,132	75,153	78,806	75,346	80,369	84,020
12	0	0	0	72,346	77,612	81,374	77,723	82,826	86,589
13	0	0	0	0	80,131	84,005	80,184	85,345	89,218
14	0	0	0	0	82,661	86,734	82,717	88,041	91,949
15	0	0	0	0	84,812	88,990	84,867	90,330	94,340
16	0	0	0	0	86,508	90,769	86,564	92,136	96,226
20 or more		0	0	0	87,373	91,677	87,429	93,058	97,188

Appendix D: 56 HOURS SALARY

Enumclaw School District Certificated Salary Schedule

For School Year 2020-21

Years of									MA+90 OR
<u>Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>Ph.D.</u>
0	2,269	2,330	2,394	2,457	2,662	2,793	2,720	2,925	3,056
1	2,300	2,362	2,426	2,492	2,699	2,830	2,751	2,957	3,088
2	2,329	2,391	2,456	2,528	2,734	2,866	2,781	2,987	3,119
3	2,359	2,422	2,488	2,561	2,767	2,902	2,810	3,015	3,151
4	2,388	2,454	2,520	2,597	2,803	2,940	2,840	3,047	3,183
5	2,418	2,485	2,552	2,632	2,838	2,977	2,871	3,077	3,216
6	2,450	2,515	2,584	2,668	2,873	3,013	2,902	3,107	3,247
7	2,505	2,570	2,640	2,730	2,937	3,081	2,961	3,169	3,313
8	2,585	2,654	2,726	2,823	3,033	3,182	3,054	3,265	3,414
9	0	2,741	2,816	2,917	3,132	3,286	3,148	3,364	3,518
10	0	0	2,908	3,015	3,234	3,393	3,247	3,466	3,625
11	0	0	0	3,117	3,340	3,503	3,349	3,572	3,734
12	0	0	0	3,215	3,449	3,617	3,454	3,681	3,848
13	0	0	0	0	3,561	3,734	3,564	3,793	3,965
14	0	0	0	0	3,674	3,855	3,676	3,913	4,087
15	0	0	0	0	3,769	3,955	3,772	4,015	4,193
16					3845	4035	3848	4095	4277
20 or more					3883	4075	3885	4136	4319

Appendix D: BASE SALARY (1.9% IPD Plus 1.6% = 3.5% increase)

Enumclaw School District Certificated Salary Schedule

For School Year 2021-22

Years of									MA+90 OR
Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	52,840	54,267	55,745	57,228	61,983	65,045	63,350	68,106	71,171
1	53,551	54,998	56,495	58,042	62,847	65,893	64,054	68,859	71,904
2	54,228	55,689	57,203	58,869	63,660	66,738	64,764	69,554	72,632
3	54,927	56,402	57,931	59,651	64,433	67,585	65,436	70,214	73,368
4	55,612	57,151	58,690	60,469	65,279	68,454	66,140	70,950	74,127
5	56,319	57,866	59,420	61,298	66,090	69,329	66,856	71,650	74,889
6	57,046	58,560	60,167	62,138	66,907	70,163	67,590	72,360	75,614
7	58,324	59,860	61,488	63,567	68,407	71,753	68,965	73,803	77,150
8	60,195	61,814	63,481	65,732	70,637	74,106	71,128	76,034	79,502
9	0	63,838	65,587	67,919	72,939	76,526	73,314	78,337	81,923
10	0	0	67,718	70,219	75,306	79,012	75,616	80,704	84,408
11	0	0	0	72,587	77,784	81,565	77,983	83,182	86,961
12	0	0	0	74,878	80,329	84,222	80,443	85,725	89,620
13	0	0	0	0	82,935	86,945	82,990	88,332	92,341
14	0	0	0	0	85,554	89,769	85,612	91,123	95,167
15	0	0	0	0	87,781	92,105	87,837	93,492	97,642
16					89,535	93,946	89,594	95,361	99,593
20 +					90,431	94,855	90,489	96,315	100,589

Appendix D: 56 HOUR SALARY

Enumclaw School District Certificated Salary Schedule

For School Year 2021-22

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	2,348	2,412	2,478	2,543	2,755	2,891	2,816	3,027	3,163
1	2,380	2,444	2,511	2,580	2,793	2,929	2,847	3,060	3,196
2	2,410	2,475	2,542	2,616	2,829	2,966	2,878	3,091	3,228
3	2,441	2,507	2,575	2,651	2,864	3,004	2,908	3,121	3,261
4	2,472	2,540	2,608	2,688	2,901	3,042	2,940	3,153	3,295
5	2,503	2,572	2,641	2,724	2,937	3,081	2,971	3,184	3,328
6	2,535	2,603	2,674	2,762	2,974	3,118	3,004	3,216	3,361
7	2,592	2,660	2,733	2,825	3,040	3,189	3,065	3,280	3,429
8	2,675	2,747	2,821	2,921	3,139	3,294	3,161	3,379	3,533
9	0	2,837	2,915	3,019	3,242	3,401	3,258	3,482	3,641
10	0	0	3,010	3,121	3,347	3,512	3,361	3,587	3,751
11	0	0	0	3,226	3,457	3,625	3,466	3,697	3,865
12	0	0	0	3,328	3,570	3,743	3,575	3,810	3,983
13	0	0	0	0	3,686	3,864	3,688	3,926	4,104
14	0	0	0	0	3,802	3,990	3,805	4,050	4,230
15	0	0	0	0	3,901	4,094	3,904	4,155	4,340
16					3,979	4,175	3,982	4,238	4,426
20 +					4,019	4,217	4,022	4,281	4,471

Appendix D: BASE Contract (2.0% IPD Plus 1.5% = 3.5% increase)

Enumclaw School District Certificated Salary Schedule

For School Year 2022-23

Years of									MA+90 OR
Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	54,689	56,166	57,697	59,231	64,152	67,322	65,567	70,489	73,662
1	55,425	56,923	58,473	60,074	65,047	68,200	66,296	71,269	74,420
2	56,126	57,639	59,205	60,930	65,888	69,074	67,030	71,988	75,175
3	56,849	58,376	59,959	61,739	66,688	69,950	67,726	72,672	75,936
4	57,558	59,152	60,744	62,586	67,564	70,850	68,455	73,433	76,721
5	58,290	59,892	61,500	63,444	68,404	71,755	69,196	74,158	77,510
6	59,043	60,609	62,272	64,313	69,249	72,619	69,956	74,892	78,260
7	60,365	61,955	63,640	65,792	70,801	74,264	71,379	76,386	79,851
8	62,301	63,978	65,702	68,032	73,109	76,699	73,617	78,696	82,284
9	0	66,072	67,883	70,296	75,492	79,204	75,880	81,078	84,791
10	0	0	70,089	72,677	77,941	81,778	78,262	83,528	87,363
11	0	0	0	75,127	80,506	84,419	80,712	86,093	90,004
12	0	0	0	77,499	83,140	87,170	83,259	88,726	92,757
13	0	0	0	0	85,838	89,988	85,895	91,423	95,573
14	0	0	0	0	88,549	92,911	88,608	94,312	98,498
15	0	0	0	0	90,853	95,329	90,911	96,764	101,059
16	0	0	0	0	92,669	97,234	92,729	98,699	103,079
20+					93,596	98,206	93,657	99,686	104,110

Appendix D: 56 HOUR SALARY

Enumclaw School District Certificated Salary Schedule

For School Year 2022-23

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	2,431	2,496	2,564	2,632	2,851	2,992	2,914	3,133	3,274
1	2,463	2,530	2,599	2,670	2,891	3,031	2,947	3,168	3,308
2	2,495	2,562	2,631	2,708	2,928	3,070	2,979	3,199	3,341
3	2,527	2,594	2,665	2,744	2,964	3,109	3,010	3,230	3,375
4	2,558	2,629	2,700	2,782	3,003	3,149	3,042	3,264	3,410
5	2,591	2,662	2,733	2,820	3,040	3,189	3,075	3,296	3,445
6	2,624	2,694	2,768	2,858	3,078	3,228	3,109	3,329	3,478
7	2,683	2,754	2,828	2,924	3,147	3,301	3,172	3,395	3,549
8	2,769	2,843	2,920	3,024	3,249	3,409	3,272	3,498	3,657
9	0	2,937	3,017	3,124	3,355	3,520	3,372	3,603	3,768
10	0	0	3,115	3,230	3,464	3,635	3,478	3,712	3,883
11	0	0	0	3,339	3,578	3,752	3,587	3,826	4,000
12	0	0	0	3,444	3,695	3,874	3,700	3,943	4,123
13	0	0	0	0	3,815	3,999	3,818	4,063	4,248
14	0	0	0	0	3,936	4,129	3,938	4,192	4,378
15	0	0	0	0	4,038	4,237	4,041	4,301	4,492
16					4,119	4,322	4,121	4,387	4,581
20 +					4,160	4,365	4,163	4,430	4,627

Appendix E

Standards and expectations for Professional Teaching

Standard 1: The teacher centers instruction on high expectations for student achievement

Indicators for this standard:

- The teacher makes connections to standards, broader purpose and transferable skill.
- The teacher communicates learning targets.
- The teacher identifies success criteria and performance task(s).
- The teachers utilize high cognitive demand
- The teacher provides opportunities for discussion, collaboration and accountability

Standard 2: The teacher demonstrates effective teaching practices

Indicators for this standard:

- The teacher focuses on quality questioning.
- The teacher expects, supports and provides opportunities for participation in meaningful work.
- The teacher attends to the substance of student talk.
- The teacher scaffolds the task.
- The teacher gradually releases responsibility to students.

Standard 3: The teacher recognizes individual student learning needs and develops strategies to address those needs.

Indicators for this standard:

- The teacher designs and implements teaching points based upon student learning needs.
- The teacher uses formal and informal assessments to measure growth, understanding, and inform instruction.

Standard 4: The teacher organizes and promotes a productive and positive classroom culture.

Expectations for this standard:

- The teacher organizes and maintains an effective environment for learning.
- The teacher manages student discipline in a positive and supportive manner.

Standard 5: The teacher acts professionally and responsibly.

Expectations for this standard:

- The teacher collaborates with other staff members, demonstrates respect for all and contributes to a positive school culture.
- The teacher participates in required school/district events and activities and meets established deadlines.
- The teacher communicates effectively and routinely with students/parents/guardians.
- The teacher respects individuals' rights to confidentiality.

Appendix E 1

Standards and expectations for Professional Counseling

Standard 1: The School Counselor advocates for every student

Expectations for this standard:

- Counselors value and demonstrate fairness, equity, and sensitivity to every student, and they advocate for equitable access to instructional programs and activities.
- Counselors advocate for counseling as an integral part of a schools' educational system.
- Counselors help students and parents see the relationship between effort, performance, and success beyond high school.

Standard 2: The School Counselor serves as a leader who is engaged in system wide change to ensure student success.

Expectations for this standard:

- Counselors provide leadership that enhances student academic, career, and personal/social development.
- Counselors use counseling theory to guide practice for individual students, group counseling, and classroom guidance.

Standard 3: The School Counselor collaborates with school staff, family, and community agencies.

Expectations for this standard:

- Counselors use their knowledge of school and community resources to make appropriate referrals based on the needs of students.
- Counselors work to achieve common goals for the educations of students and the improvement of the school.

Standard 4: The School Counselor promotes a positive and productive school climate.

Expectations for this standard:

- Counselors work to establish and foster a safe, inclusive, and nurturing learning environment.
- The counselor uses strategies designed to prevent or resolve problems that could limit or diminish the capacity of students to learn and achieve to their full potential.

Standard 5: The School Counselor acts professionally and ethically.

Expectations for this standard:

- The counselor adheres strictly to the profession's codes of ethics.
- The counselor is familiar with state and federal policies, laws, and legislation relevant to school counseling.
- The counselor collaborates with other staff members, demonstrates respect for all and contributes to a positive school culture.
- The counselor respects individuals' rights to confidentiality.

CAREER GROWTH PLAN

There are two purposes for developing, implementing and reflecting on a Career Growth Plan:

- To support individual professional development and promote a positive educational environment
- To provide the certificated employee and administrator with an opportunity to develop a working relationship based on collaboration, trust, and mutual respect

Steps of this process include:

- A fall and a spring conference. Each certificated employee will participate in a minimum of two (2) conferences with his/her administrator during each school year. These conferences can be held individually or in collaboration with other certificated employees (if working on a group goal).
- The identification of a mutually agreed upon annual professional goal (or goals) related to the Enumclaw School District Standards and Expectations for Professional Teaching, *and* the development of a plan that supports individual professional development in relation to the identified goal(s). This will take place during the fall conference.
- A final conference held no later than May 15, during which the certificated employee and administrator will reflect on individual progress toward the goals as well as learning that has occurred as a result of participation in this process. This form is to be signed by the administrator and certificated employee at this conference session.

Fall conference documentation

Please complete the attached planning worksheet prior to the fall conference

Name: _____ School: _____

Supervisor: _____ School Year: _____

Grade level and/or subject: _____ Date of conference: _____

If working collaboratively on this plan, please list the names of others in the group:

Identified goal(s) as related to the ESD Standards for Professional Teaching:

Appendix E2 (back)

Relates to standard(s): _____

Spring Conference documentation (this will be on the back side of the first page)

Date of conference: _____

Final reflection

Certificated staff members should be prepared to respond to the following four questions during the final conference:

1. What activities did you engage in over the course of the school year to make progress toward your goal?
2. When you evaluated your progress, what kinds of evidence did you use and what did the evidence tell you?
3. What did you learn as a result of your work on the Career Growth Plan, and how will it impact your practice?
4. What are your next steps?

Based on these responses, a narrative summary will be written in the space below by the administrator.

Additional
pages can be attached if needed.

To be completed by the supervisor:

*Through routine observation, _____'s overall
performance has been satisfactory and has met statutory requirements.*

Date _____

Staff member _____

Date _____

Supervisor _____

Appendix E2



**Enumclaw School District #216
CAREER GROWTH PLAN PLANNING WORKSHEET**

Staff member: _____ Assignment: _____ Supervisor: _____

Worksite: _____ School year: _____

Goal(s)	Planned activities/resources needed/specific administrator support	Evidence that will indicate progress toward goal (ie data, interviews, products)

Appendix E3



Enumclaw School District Performance Appraisal for School Counselor

TYPE: ☐ Annual ☐ 90 Day ☐ Other: _____

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating an accurate record of the individual's efforts toward meeting the Enumclaw School District's standards and expectations for professional practice. This form shall be used for certificated staff in the first year of performance in the Enumclaw School District or at the discretion of the evaluator. In addition to this long form, the staff member will participate in a self-assessment of their professional practice and the creation of professional growth goals. The purpose of the process is to help the administrator and counselor understand, evaluate, and/or improve professional practice. This form is supported by a rubric that identifies and describes performance around specific performance standards.

Key: **U = Unsatisfactory** **B = Basic** **P = Proficient** **D = Distinguished**

Domain 1: Program Development and Delivery: The School Counselor plans, organizes, delivers and evaluates a comprehensive guidance program.

U	B	P	D

- 1a. Establishes goals for the counseling program appropriate to the setting and student(s) served.
- 1b. Promotes equity and access for every student.
- 1c. Integrates the counseling program with the regular school program.
- 1d. Delivers a comprehensive counseling and guidance program designed to recognize and address the diverse needs of students.

Comments/Feedback:

Domain 2: Delivery of services: The School Counselor serves as a leader who is engaged in system wide change to ensure student success.

U	B	P	D

- 2a. Collaborates with colleagues and participates in professional development and collegial practices focused on improving instructional practice and student learning.
- 2b. Demonstrates best practices when working with students in individual and small group settings.
- 2c. Develops a relationship with the school staff which encourages the use of the counselor as consultant and resource.

Comments/Feedback:

Domain 3: The Environment: The School Counselor promotes a positive and productive school climate.

U	B	P	D

Appendix E3 (back)

- 3a. Actively promotes the spirit and intent of the building and regulations of the school and school system.
- 3b. Implements best practices and research-based interventions that support student success and creates a safe learning environment.

Comments/Feedback:

Domain 4: Professional Responsibilities: *The School Counselor collaborates with school staff, family, and community.*

U	B	P	D

- 4a. Utilizes community organizations and agencies in providing activities and support services for students and parents.
- 4b. Participates in a professional community.
- 4c. Adheres strictly to the profession's codes of ethics.
- 4d. Communicates in an effective manner with students, staff, and community.

Comments/Feedback:

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that he/she has read and discussed the evaluation in a conference with the administrator. The employee may add an addendum to the appraisal if submitted not later than August 31 of the appraisal year.

Appendix E3



Enumclaw School District Standards and Indicators for Professional Counselor

Domain 1: Comprehensive Guidance and Counseling Program: *The School Counselor plans, organizes, delivers and evaluates a comprehensive guidance program.*

Component	Unsatisfactory	Basic	Proficient	Distinguished
1a: Establishes goals for the counseling program appropriate to the setting and student(s) served.	The counselor has no clear goals for the counseling program or they are inappropriate to either the situation or the age of the students.	The counselor's goals for the counseling program are rudimentary and are partially suitable to the situation and the age of the students.	The counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.	The counselor's goals for the counseling program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.
1b: Promotes equity and access for every student.	The counselor values and demonstrates fairness, equity, and sensitivity to few or no students, and advocates for equitable access to few instructional programs and activities.	The counselor values and demonstrates fairness, equity, and sensitivity to some students, and advocates for equitable access to some instructional programs and activities.	The counselor values and demonstrates fairness, equity, and sensitivity to most students, and advocates for equitable access to many instructional programs and activities.	The counselor values and demonstrates fairness, equity, and sensitivity to all students, and advocates for equitable access to all instructional programs and activities.
1c: Integrates the counseling program with the regular school program.	The counselor minimally monitors student progress toward meeting data driven goals throughout the year and does not adjust counseling interventions as appropriate.	The counselor occasionally monitors student progress toward meeting data driven goals throughout the year and adjusts to some degree counseling interventions as appropriate.	The counselor monitors student progress toward meeting data driven goals throughout the year and adjusts counseling interventions as appropriate.	The counselor continually monitors student progress toward meeting data driven goals throughout the year and adjusts counseling interventions in a manner that is clearly differentiated to address all student needs.
1d. Delivers a comprehensive counseling and guidance program designed to recognize and address the diverse needs of students.	The counselor does not implement a comprehensive counseling and guidance program.	The counselor implements some of the services of a comprehensive program and occasionally uses student data.	The counselor consistently implements the services of a comprehensive program and uses student data to guide counseling interventions and practices.	The counselor excels in the implementation of a complete comprehensive program and mentors others through the process.

Appendix E4



ENUMCLAW SCHOOL DISTRICT ESA Staff Evaluation and Assessment for Learning

Type: _____ Annual
 _____ 90 day
 _____ Plan of Improvement

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating and documenting an accurate record of the individual's efforts toward meeting the Enumclaw School District Standards and Expectations for Professional Practice. This form shall be used for certificated staff in the first year of teaching in the Enumclaw School District or at the discretion of the evaluator. In addition to this long form, the staff member will also participate in the career growth plan. The purpose of this process is to help the administrator and the ESA understand, evaluate and/or improve professional practices. This form includes:

1. A description of and rubric for the Standards and Expectations for Professional Practice.
2. A supporting summary for each standard explaining the rationale for placement on the rubric.
3. Specific actions and support in the administrative summary which will help the staff member move toward meeting the standard if necessary.

A written summary is required by the administrator for each standard. The ESA may submit an optional comment as a part of this process. The following rubric will be used for each standard evaluated.

Does Not Meets Standard	Approaches Standard	Meets Standard
- The ESA infrequently or never meets the standards and expectations.	- The ESA occasionally meets the standards and expectations.	- The ESA consistently meets the standards and expectations.

Enumclaw School District

Standards and Expectations for Professional Practice

Standard 1: The ESA commits to students and their learning.

Expectations for this standard:

- The ESA makes learning accessible for all students by treating students equitably, recognizing individual differences and meeting individual needs.
- The ESA encourages students' positive self-esteem and self-motivation for learning.

	Does Not Meet Standard		Approaches Standard		Meets Standard
Summary:					

Standard 2: The ESA's have knowledge and instructional expertise in the specialized field.

Expectations for this standard:

- The ESA has knowledge of current educational theory, best instructional practices and content in the specialized field.
- The ESA reflects upon his or her practice and engages in professional improvement to stay current in subject area(s).

	Does Not Meet Standard		Approaches Standard		Meets Standard
Summary:					

Standard 3: The ESA effectively delivers instruction and assesses student learning.

Expectations for this standard:

- The ESA designs and implements specialized programs of prevention, intervention, and evaluation to develop understanding, engage thinking and support access to the general education curriculum.
- The ESA uses formal and informal assessments to measure growth, understanding and informed instruction.

	Does Not Meet Standard		Approaches Standard		Meets Standard
Summary:					

Standard 4: The ESA organizes and promotes a productive and positive classroom culture.

Expectations for this standard:

- The ESA organizes and maintains an effective environment for learning.
- The ESA manages student discipline in a positive and supportive manner.

	Does Not Meet Standard		Approaches Standard		Meets Standard
Summary:					

Standard 5: The ESA acts professionally and responsibly.

Expectations for this standard:

- The ESA collaborates with other staff members, demonstrates respect for all and contributes to a positive school culture.
- The ESA participates in required school/district events and activities and meets established deadlines.
- The ESA communicates effectively and routinely with students/parents/guardians.
- The ESA respects individuals' rights to confidentiality.

	Does Not Meet Standard		Approaches Standard		Meets Standard
Summary:					

The Enumclaw School District values dialogue and input as a part of this process. The ESA may submit an optional comment in the space below.

ESA Comment (optional):

The certificated employee's signature indicates that he/she has read and discussed the evaluation in a conference with the administrator. The employee may add an addendum to the evaluation if submitted no later than August 31 of the evaluation year.

Prepared By _____ Date _____

Certificated Employee _____ Date _____

Appendix E5

ENUMCLAW SCHOOL DISTRICT

Type: Annual____
 90 Day____
 Other____

Performance Appraisal for Library Media Specialists

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to assist the administrator and employee in formulating and documenting an accurate record of the individual's efforts toward meeting professional standards as described in the District's Teaching for Learning Rubric. Its purpose is to help the administrator and library media specialist understand, evaluate and/or improve library media practices. Therefore, the form provides for:

1. Evaluation standards which relate to library media effectiveness.
2. Specific supporting comments in any area where the library media specialist does not meet or is approaching the standard.
3. Specific actions which will help the library media specialist to perform at an acceptable level, if it is determined that he/she does not meet standards, or is approaching standards.
4. The setting of goals that indicate ways of growing as a professional. Dialogue between evaluator and library media specialist in pre-conferencing and post-conferencing is necessary.

The appraisal is based on a minimum of one goal-setting conference, two observations and one evaluation conference.

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that he/she has read and discussed the evaluation in a conference with the administrator. The employee may add an addendum to the appraisal if submitted no later than August 31 of the appraisal year.

PERFORMANCE APPRAISAL —LIBRARY MEDIA SPECIALISTS

Performance Factors Appraisal

Consider each factor separately by reading carefully the factor definition and adopted criteria and by interpreting the performance degree definitions only in the context of that factor.

Appraisal on each factor should be made independently of other factors. Indicate your appraisal on each factor by placing a check in the appropriate box.

Meets and/or Exceeds Standard: *Results show attainment of primary work objectives in the manner reasonably expected of a well-trained individual in this classification*

Approaches Standard: *Results show that expectations are frequently met.*

Does Not Meet Minimum Standard:

Attainment of primary work objectives has not been reached

PERFORMANCE DEGREES

1. SPECIALIZED SKILLS

The library media specialist demonstrates competency in instruction and utilization of the library media center, selection and acquisition of materials, organization and management of the collection and maintenance of materials and equipment.

Comments:

2. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

The library media specialist demonstrates evidence of professional preparation and knowledge as they relate to library media programs and continually strive for professional growth.

Comments:

3. MANAGEMENT OF LIBRARY MEDIA CENTER

The library media specialist demonstrates competency in managing and organizing the materials, equipment and environment essential to the library media program.

Comments:

4. THE LIBRARY MEDIA SPECIALIST AS A PROFESSIONAL

The library media specialist demonstrates awareness of his/her strengths and limitations and attempts to improve and enhance competency. The library media specialist demonstrates knowledge and commitment to the ethical code supported by his/her special area.

Comments:

5. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, EDUCATIONAL PERSONNEL AND COMMUNITY

The library media specialist demonstrates competence and initiative in communicating about the instructional program and library resources to students, parents, educational personnel and community members as appropriate.

Comments:

6. PROFESSIONAL RESPONSIBILITY

The library media specialist demonstrates support of educational programs, goals and team decisions within the building, district, and community and carries his/her share of school responsibilities.

Comments:



Evaluation
Library Media Specialist

TYPE: ☐ Annual ☐ 90 Day ☐ Other: _____

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating an accurate record of the individual's efforts toward meeting the Enumclaw School District's standards and expectations for professional practice. This form shall be used for certificated staff in the first year of performance in the Enumclaw School District or at the discretion of the evaluator. In addition to this long form, the staff member will participate in a self-assessment of their professional practice and the creation of professional growth goals. The purpose of the process is to help the administrator and counselor understand, evaluate, and/or improve professional practice. This form is supported by:

- 1) A rubric that identifies and describes performance around specific performance standards.
- 2) A career growth plan that reflects goals for the year.

Key: U = Unsatisfactory

B = Basic

P = Proficient

D = Distinguished

Domain 1: Specialized Skill

U	B	P	D

- 1a. Demonstrates knowledge of content, curriculum, and process
- 1b. Demonstrates knowledge of students
- 1c. Supports instructional goals
- 1d. Demonstrates knowledge and use of resources
- 1e. Demonstrates a knowledge of literature and lifelong learning
- 1f. Collaborates in the design of instructional experiences

Comments/Feedback:

--

Key: U = Unsatisfactory B = Basic P = Proficient

D = Distinguished

Domain 2: Knowledge and Scholarship in Specialized Field

U	B	P	D

- 2a. Communicates clearly and accurately
- 2b. Uses questioning and discussion techniques
- 2c. Engages students in learning
- 2d. Assesses instruction (whole class, one-on-one and small group)

- 2e. Demonstrates flexibility and responsiveness
- 2f. Engages students in reading literary and informational text and in learning information skills
- 2g. Assists students and teachers in the use of technology

Comments/Feedback:

Domain 3: Management of the Specialized and Technical Environment

U	B	P	D

- 3a. Creates an environment of respect and rapport
- 3b. Establishes a culture for learning
- 3c. Manages library procedures
- 3d. Manages student behavior
- 3e. Organizes physical space

Comments/Feedback:

Domain 4: The School Teacher-Librarian as a Professional

U	B	P	D

- 4a. Reflects on practice
- 4b. Maintains accurate records
- 4c. Communicates the availability of library program and services
- 4d. Participates in a professional community
- 4e. Grows and develops professionally
- 4f. Develops and maintains collection
- 4g. Shows professionalism

Comments/Feedback:

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that he/she has read and discussed the evaluation in a conference with the administrator. The employee may add an addendum to the appraisal if submitted not later than August 31 of the appraisal year.



Enumclaw School District

Standards and Indicators for Library Media Specialists

Domain 1: Specialized Skill - The School Teacher-Librarian demonstrates a depth and breadth of knowledge of theory and content in the special field; the School Teacher-Librarian demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrate the ability to integrate an area of specialty into the total school milieu.

Component	Unsatisfactory	Basic	Proficient	Distinguished
Planning and Preparation 1a: Demonstrates Knowledge of Content, Curriculum, and Process Knowledge of: <ul style="list-style-type: none"> Curriculum Information, media, and digital literacy The research process 	<ul style="list-style-type: none"> Teacher-librarian is not familiar with the curriculum and does not understand the connections to the resources, literacies, and the research process. 	<ul style="list-style-type: none"> Teacher-librarian is familiar with the curriculum but cannot articulate connections with literacies and the research process. 	<ul style="list-style-type: none"> Teacher-librarian displays adequate knowledge of the curriculum, resources, various literacies, and the research process, and is able to develop connections. 	<ul style="list-style-type: none"> Teacher-librarian displays extensive knowledge of the curriculum, resources, various literacies, and the research process, and is able to develop meaningful connections.
1b: Demonstrates Knowledge of Students Knowledge of: <ul style="list-style-type: none"> Child and adolescent development The learning process Students' skills, knowledge and language proficiency Students' interests and cultural heritage Students' special needs 	<ul style="list-style-type: none"> Teacher-librarian makes little or no attempt to acquire knowledge of the students' developmental levels, basic skills, backgrounds and interests, as well as abilities and specials needs. Teacher-librarian does not understand the need for this information in planning and developing the collection. 	<ul style="list-style-type: none"> Teacher-librarian demonstrates some knowledge of the students' developmental levels, basic skills, backgrounds and interests, as well as abilities and specials needs. Teacher-librarian occasionally applies this knowledge in planning for instruction, promoting reading, and developing the resource collection. 	<ul style="list-style-type: none"> Teacher-librarian demonstrates adequate knowledge of the students' developmental levels, basic skills, backgrounds and interests, as well as abilities and specials needs. Teacher-librarian employs intentional strategies to use this knowledge in planning for instruction, promoting reading, and developing the resource collection. 	<ul style="list-style-type: none"> Teacher-librarian demonstrates thorough knowledge of the students' developmental levels, basic skills, backgrounds and interests, as well as abilities and specials needs. Teacher-librarian employs intentional strategies to use this knowledge expertly in planning for instruction, promoting reading, and developing the resource collection.
1c: Supports Instructional Goals <ul style="list-style-type: none"> Instructional resources and technology Instructional services 	<ul style="list-style-type: none"> Teacher-librarian does not display a real understanding of the instructional goals for the disciplines and diverse student population and provides few of the necessary resources and instruction services to support these goals. 	<ul style="list-style-type: none"> Teacher-librarian displays some understanding of the instructional goals for the different disciplines and diverse student population and provides some of the necessary resources, technology and instructional services to support these goals. 	<ul style="list-style-type: none"> Teacher-librarian displays understanding of the instructional goals for most of the disciplines and diverse student population and provides many of the necessary resources, technology and instruction to support these goals. 	<ul style="list-style-type: none"> Teacher-librarian displays full understanding of the instructional goals for all of the disciplines and diverse student population and expertly provides the necessary resources, technology and instruction to support these goals.
1d: Demonstrates Knowledge and Use of Resources	<ul style="list-style-type: none"> Teacher-librarian demonstrates little or no knowledge of resources available for students and teachers 	<ul style="list-style-type: none"> Teacher-librarian demonstrates basic knowledge of resources available for students and teachers 	<ul style="list-style-type: none"> Teacher-librarian is fully aware of resources available for students and teachers in the school, in other 	<ul style="list-style-type: none"> Teacher-librarian is fully aware of resources available for students and teachers and actively seeks out new

<ul style="list-style-type: none"> • Instructional materials Search Strategies	in the school, in other schools in the district, and in the larger community to advance program goals.	in the school, in other schools in the district, and in the larger community to advance program goals.	schools in the district, and in the larger community to advance program goals.	resources from a wide range of sources to enrich the school's program.
1e: Demonstrates a Knowledge of Literature and Lifelong Learning <ul style="list-style-type: none"> • Children's and young adult literature Reading promotion	<ul style="list-style-type: none"> •Teacher-librarian has little knowledge of genres and rarely promotes good books and reading. 	<ul style="list-style-type: none"> •Teacher-librarian has some knowledge of genres and works with groups and individuals to promote good books and reading. 	<ul style="list-style-type: none"> •Teacher-librarian has an adequate knowledge of most genres and is successful in working with groups and individuals to promote good books and reading. 	<ul style="list-style-type: none"> •Teacher-librarian has an extensive knowledge of all genres and is extremely successful in working with groups and individuals to promote good books and reading.
1f: Collaborates in the Design of Instructional Experiences <ul style="list-style-type: none"> • Collaborative skills • Instructional materials and resources • Research process • Information, media, digital technology literacy 	<ul style="list-style-type: none"> •Teacher-librarian does not collaborate with teachers in planning, implementing, and assessing learning activities. 	<ul style="list-style-type: none"> •Teacher-librarian collaborates with some teachers to coordinate the use of the library and its resources and may provide learning experiences. 	<ul style="list-style-type: none"> •Teacher-librarian collaborates with some teachers in planning and implementing learning experiences that integrate the use of multiple resources, and the development of research skills and information literacy. 	<ul style="list-style-type: none"> •Teacher-librarian collaborates with teachers in most disciplines in designing, planning, implementing, and assessing learning experiences that integrate the use of multiple resources and the development of research skills and information literacy.

Domain 2: Knowledge and Scholarship in Specialized Field -The School Teacher-Librarian demonstrates competency (skills and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or intervention.

Component	Unsatisfactory	Basic	Proficient	Distinguished
Instruction 2a: Communicates Clearly and Accurately <ul style="list-style-type: none"> • Directions • Procedures • Explanation of content 	<ul style="list-style-type: none"> •Teacher-librarian's instructional purpose is unclear to students. •Directions, procedures, and/or explanations of content are confusing and/or unclear. Spoken language is inaudible or written language is illegible and/or contains errors. •Vocabulary may be inappropriate, vague, or used incorrectly. 	<ul style="list-style-type: none"> •Teacher-librarian attempts to explain the instructional purpose, with limited success. •Directions, procedures, and/or explanations of content are clarified after initial student confusion. •Spoken language is audible and written language is legible and conforms to standard English. •Vocabulary is correct but limited or is not appropriate to the students. 	<ul style="list-style-type: none"> •Teacher-librarian's instructional purpose is clear, including where it is situated within broader learning. •Directions, procedures, and/or explanations of content are clear. Language is clear and correct and conforms to standard English. •Vocabulary is appropriate to the students. 	<ul style="list-style-type: none"> •Teacher-librarian's instructional purpose is clear, including where it is situated within broader learning, linking that purpose to student interests. •Directions, procedures, and/or explanations of content are clear. •Language is correct, conforms to standard English and is expressive, with well-chosen vocabulary. •Opportunities are found to extend students' vocabularies.

Component	Unsatisfactory	Basic	Proficient	Distinguished
2b: Uses Questioning and Discussion Techniques <ul style="list-style-type: none"> • Quality of questions • Discussion techniques • Student participation 	<ul style="list-style-type: none"> •Teacher-librarian's questions are virtually all of poor quality, with low cognitive challenge and single correct responses, and they are asked in rapid succession. •Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. •A few students dominate the discussion. 	<ul style="list-style-type: none"> •Teacher-librarian's questions are a combination of low and high quality, posed in rapid succession. •Only some questions invite thoughtful response. Some attempt is made to engage students in genuine discussion rather than recitation, with uneven results. •Attempts made to engage all students in the discussion, but with only limited success. 	<ul style="list-style-type: none"> •Most of the teacher-librarian's questions are of high quality. •Adequate time is provided for students to respond. •Creates a genuine discussion among students, stepping aside when appropriate. •Successfully engages all students in the discussion. 	<ul style="list-style-type: none"> •Teacher-librarian's questions are of uniformly high quality, with adequate time for students to respond. •Students formulate many questions and assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions. •Students themselves ensure that all voices are heard in the discussion.
2c: Engages Students in Learning <ul style="list-style-type: none"> • Learning activities • Grouping • Instructional materials and resources • Pacing 	<ul style="list-style-type: none"> •Learning activities are inappropriate for students' age or background. Students are not mentally engaged in them. •Groups are inappropriate to the outcomes. •Materials and resources are unsuitable to the instructional purposes or do not engage students mentally. •Pacing is too slow or rushed. 	<ul style="list-style-type: none"> •Learning activities are appropriate to some students and engage them mentally. •Groups are moderately successful in advancing the outcomes. •Materials and resources are only partially suitable to the instructional purposes, or students are only partially mentally engaged with them. •Pacing is inconsistent. 	<ul style="list-style-type: none"> •Most learning activities are appropriate to students, and almost all are cognitively engaged. •Groups are productive and mostly appropriate to the outcomes. •Materials and resources are suitable to the instructional purposes and engage students mentally. •Pacing is generally appropriate. 	<ul style="list-style-type: none"> •All students are cognitively engaged in learning activities. •Groups are productive and fully appropriate to the outcomes. •Materials and resources are suitable to the instructional purposes and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their learning. •Pacing is appropriate for all students.
2d: Assesses Instruction (whole class, one-on-one and small group) <ul style="list-style-type: none"> • Monitoring of student learning 	<ul style="list-style-type: none"> •Teacher-librarian does not monitor the progress of students 	<ul style="list-style-type: none"> •Teacher-librarian monitors the progress of students using formative assessment. 	<ul style="list-style-type: none"> •Teacher-librarian monitors the progress of students and uses formative assessment data to inform instruction. 	<ul style="list-style-type: none"> •Teacher-librarian actively and systematically monitors the progress of students and uses formative assessment data to inform instruction.
2e: Demonstrates Flexibility and Responsiveness <ul style="list-style-type: none"> • Lesson adjustments • Response to students • Persistence 	<ul style="list-style-type: none"> •Teacher-librarian adheres rigidly to an instructional plan, even when a change is clearly needed. Ignores or brushes aside students' questions or interests. •When a student has difficulty learning, the teacher either gives up or blames the student or the students' home environment. 	<ul style="list-style-type: none"> •Teacher-librarian attempts to adjust a lesson when needed, with only partially successful results. •Attempts are made to accommodate students' questions or interests, although the pacing of the lesson is disrupted. •Accepts responsibility for the success of all students but has only limited repertoire of strategies to draw on. 	<ul style="list-style-type: none"> •Teacher-librarian makes a minor adjustment to a lesson, and the adjustment occurs smoothly. •Successfully accommodates students' questions or interests. •Persists in seeking approaches for students who have difficulty learning, drawing on a broad repertoire of strategies. 	<ul style="list-style-type: none"> •Teacher-librarian successfully makes a major adjustment to a lesson when needed. Seizes a major opportunity to enhance learning, building on student interests or a spontaneous event.

Component	Unsatisfactory	Basic	Proficient	Distinguished
2 f: Engages students in reading literary and informational text and in learning information skills	•Students are not engaged in reading literary and informational text and in learning information skills.	•Only some students are engaged in reading literary and informational text and in learning information skills.	•Students are engaged in reading literary and informational text and in learning information skills.	•Students are highly engaged in reading literary and informational text and in learning information skills.
2 g: Assists students and teachers in the use of technology	•Teacher-librarian declines to assist students and teachers in the use of technology.	•Teacher-librarian assists students and teachers in the use of technology when specifically asked to do so.	•Teacher-librarian instructs students and teachers in the use of technology.	•Teacher-librarian instructs teachers and students in the use of technology and promotes emerging technologies.

Domain 3: Management of the Specialized Technical Environment-The School Teacher-Librarian demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program

Component	Unsatisfactory	Basic	Proficient	Distinguished
The Library Environment 3a: Creates an Environment of Respect and Rapport <ul style="list-style-type: none"> • Interpersonal relations • Student interactions 	<ul style="list-style-type: none"> •Teacher-librarian interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. •Students exhibit disrespect for the teacher-librarian. 	<ul style="list-style-type: none"> •Teacher-librarian to student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. •Students exhibit only minimal respect for the teacher-librarian. 	<ul style="list-style-type: none"> •Teacher-librarian to student interactions are friendly and demonstrate genuine caring and respect. Interactions are appropriate. •Students exhibit respect for the teacher-librarian. 	<ul style="list-style-type: none"> •Teacher-librarian to student interactions are friendly and demonstrate genuine caring and respect. Interactions are appropriate to the age and cultures of the students. •Students exhibit respect for the teacher-librarian.
Component	Unsatisfactory	Basic	Proficient	Distinguished
3b: Establishes a Culture for Learning <ul style="list-style-type: none"> • Ethos • Expectations for learning 	•Teacher-librarian maintains a controlled and stifling environment not conducive to learning.	•Teacher-librarian maintains an environment that is attractive with expectations that students use the library appropriately.	•Teacher-librarian maintains an environment that is inviting, flexible and attractive with expectations that students be productively engaged.	•Teacher-librarian maintains an environment that is inviting, flexible and attractive with expectations that students are curious, on task and value the library.
3c: Manages Library Procedures <ul style="list-style-type: none"> • Circulation procedures • Scheduling procedures 	•Library guidelines and procedures are minimal and do not effectively provide access to the resources, the library, and the expertise of the teacher-librarian.	•Library guidelines and procedures have been established in the areas of circulation and scheduling for library use but sometimes function inconsistently resulting in unreliable access to the resources, equipment, the facility, and the expertise of the teacher-librarian.	•Library guidelines and procedures have been established in the areas of circulation and scheduling to provide for adequate access to the resources, equipment, the facility, and the expertise of the teacher-librarian.	•Library guidelines and procedures have been established in the areas of circulation and scheduling to provide for optimal, flexible access to the resources, equipment, the facility, and the expertise of the teacher-librarian.
Component	Unsatisfactory	Basic	Proficient	Distinguished

3d: Manages student behavior <ul style="list-style-type: none"> • Expectations • Monitoring student behavior • Response to misbehavior 	<ul style="list-style-type: none"> • There is no evidence that standards of conduct have been established, and there is little or no monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity. 	<ul style="list-style-type: none"> • It appears that the Teacher-Librarian has made an effort to establish standards of conduct for students and tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful. 	<ul style="list-style-type: none"> • Standards of conduct appear to be clear to students, and the Teacher-Librarian monitors student behavior against those standards. Teacher-Librarian's response to student misbehavior is appropriate and respectful to students. 	<ul style="list-style-type: none"> • Standards of conduct are clear, with evidence of student participation in setting them. Teacher-Librarian's monitoring of student behavior is subtle and preventive, and response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
3e: Organizes physical space <ul style="list-style-type: none"> • Safety • Traffic Flow • Self-directed use • Considerations of functions • Flexibility 	<ul style="list-style-type: none"> • Teacher-librarian makes poor use of the physical environment resulting in poor traffic flow, confusing signage. • Inadequate space is devoted to work areas and computer use, and general confusion. 	<ul style="list-style-type: none"> • Teacher-librarian's efforts to make use of the physical environment are uneven, resulting in occasional confusion. 	<ul style="list-style-type: none"> • Teacher-librarian makes effective use of the physical environment, resulting in good traffic flow, clear signage, and adequate space devoted to work areas and computer use. • Arrangement of space allows for self-directed use and accessibility for all students including those with disabilities. 	<ul style="list-style-type: none"> • Teacher-librarian makes highly effective use of the physical environment, resulting in clear signage, excellent traffic flow, and adequate space that can accommodate groups of various sizes. • Arrangement of space allows for self-directed use and accessibility for all students including those with disabilities. • The library is attractive and inviting.

Domain 4: The School Teacher-Librarian as a Professional -The School Teacher-Librarian demonstrates awareness of his/her strengths and limitations and attempts to improve and enhance competence. The School Teacher-Librarian demonstrates knowledge of and commitment to the ethical code supported by his/her professional standards in competence area.

Component	Unsatisfactory	Basic	Proficient	Distinguished
Professional Responsibilities 4a: Reflects on Practice <ul style="list-style-type: none"> • Reflection • Vision • Change 	<ul style="list-style-type: none"> • Teacher-librarian does not know whether a lesson was effective or achieved its outcomes. • Has no suggestion for how a lesson or the library could be improved. 	<ul style="list-style-type: none"> • Teacher-librarian has a generally accurate impression of a lesson's effectiveness and the extent to which outcomes are met. • Makes general suggestions for how a lesson or the library could be improved. 	<ul style="list-style-type: none"> • Teacher-librarian's reflection provides an accurate assessment of a lesson's effectiveness and the extent to which outcomes were met and can cite general references to support judgment. • Makes a few specific suggestions of what could be done to improve a lesson or the library. 	<ul style="list-style-type: none"> • Teacher-librarian makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its outcomes, citing many specific examples. • Offers specific alternative actions to improve a lesson or the library, complete with the probable success of different courses of action.

Component	Unsatisfactory	Basic	Proficient	Distinguished
4b: Maintains Accurate Records <ul style="list-style-type: none"> • Catalog • Circulation • Statistics • Using data 	<ul style="list-style-type: none"> •Teacher-librarian does not maintain accurate or current records. 	<ul style="list-style-type: none"> •Teacher-librarian maintains records including a current catalog of resources, circulation records, an inventory of materials, and statistics of library use. 	<ul style="list-style-type: none"> •Teacher-librarian maintains accurate, fairly current, and accessible records including: a current catalog of resources; circulation records; an inventory of materials; and statistics of library use. 	<ul style="list-style-type: none"> •Teacher-librarian maintains accurate, current, and easily accessible records including: a current catalog of resources; circulation records; an inventory of materials and; statistics of library use. •Records are assembled, effectively interpreted, and reported in a timely manner throughout the year when requested and at the end of the year.
4c: Communicates the availability of library program and services <ul style="list-style-type: none"> • Communicate with school community 	<ul style="list-style-type: none"> •Teacher-librarian does not communicate with the school community about the library program and services. 	<ul style="list-style-type: none"> •Teacher-librarian communicates inconsistently with the school community about the library program and services. 	<ul style="list-style-type: none"> •Teacher-librarian communicates consistently with the school community about the library program and services. 	<ul style="list-style-type: none"> •Teacher-librarian effectively and consistently communicates with the school staff, families, and community about the library program and services.
4d: Participates in a Professional Community <ul style="list-style-type: none"> • Relationships with colleagues • Involvement in a inquiry • Service to the School • Participation in school and district projects 	<ul style="list-style-type: none"> •Teacher-librarians' relationships with colleagues are frequently negative or self-serving and the teacher-librarian avoids or refuses to be involved in school and district events and projects. 	<ul style="list-style-type: none"> •Teacher-librarian participates in school and district events and projects when specifically requested. Teacher-librarian usually maintains a positive collaborative relationship with colleagues. 	<ul style="list-style-type: none"> •Teacher-librarian contributes to the school and to the district by voluntarily participating in school events and serving on school and district committees. Support and cooperation characterize relationships with colleagues. 	<ul style="list-style-type: none"> •Teacher-librarian makes substantial contributions to the school and to the district by voluntarily participating in school events, serving on school and district committees, and assuming a leadership role. Support and cooperation characterize relationships with colleagues.
4e: Grows and Develops Professionally <ul style="list-style-type: none"> • Enhancement of professional knowledge • Receptivity to feedback from colleagues • Service to the profession 	<ul style="list-style-type: none"> •Teacher-librarian makes no attempt to go beyond what is required for maintaining certification. •Resists feedback on performance from either supervisors or more experienced colleagues. •Makes no effort to share knowledge with others or to assume professional responsibilities. 	<ul style="list-style-type: none"> •Teacher-librarian participates in professional activities when convenient. •Accepts, with some reluctance, feedback on performance from both supervisors and professional colleagues. •Contributes to the profession to a limited extent. 	<ul style="list-style-type: none"> •Teacher-librarian seeks out opportunities for professional development to enhance professional practice. •Welcomes feedback from colleagues when made by supervisors or when opportunities arise through professional collaboration. •Participates actively in assisting other educators. 	<ul style="list-style-type: none"> •Teacher-librarian seeks out opportunities for professional development through professional reading, memberships, conferences, and/or action research. •Seeks out feedback from both supervisors and colleagues. •Initiates important activities such as teaching workshops, writing articles, and/or making presentations to contribute to the profession on a district, state, and/or national level.

Component	Unsatisfactory	Basic	Proficient	Distinguished
4f: Develops and Maintains Collection <ul style="list-style-type: none"> • Assessment • Selection • Weeding 	<ul style="list-style-type: none"> •Teacher-librarian makes new purchases of resources and equipment without weeding and assessing the collection of resources and equipment. 	<ul style="list-style-type: none"> •Teacher-librarian inconsistently assesses, makes new purchases, and weeds the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. 	<ul style="list-style-type: none"> •Teacher-librarian regularly assesses, makes new purchases, and weeds the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. 	<ul style="list-style-type: none"> •Teacher-librarian solicits input from members of the staff, the students and the school community to build the library collection. •Assesses, makes new purchases based on assessment data, and weeds the collection of resources and equipment to keep holdings current and to meet the needs of the curriculum. •Advocates for necessary increases in funds and in technology when necessary to maintain a collection that is responsive to changing instructional needs.
4g: Shows Professionalism <ul style="list-style-type: none"> • Ethical conduct • Copyright compliance 	<ul style="list-style-type: none"> •Teacher-librarian displays dishonesty in interactions with colleagues, students, and the public. •Violates copyright laws. 	<ul style="list-style-type: none"> •Teacher-librarian is honest in interactions with colleagues, students, and the public •Respects copyright laws. 	<ul style="list-style-type: none"> •Teacher-librarian displays high standards of honesty and integrity in interactions with colleagues, students, and the public. •Adheres carefully to copyright laws. 	<ul style="list-style-type: none"> •Teacher-librarian demonstrates and advocates the highest standards of honesty and integrity. •Adheres carefully to copyright laws and educates students and staff about plagiarism and copyright laws.

Appendix E6

5 Dimensions of Teaching and Learning™ Instructional Framework Version 4.0

SD™	Subdimension	The Vision	Guiding Questions
Purpose	Standards	<ul style="list-style-type: none"> The lesson is based on grade-level standards, is meaningful and relevant beyond the task at hand (e.g., relates to a broader purpose or context such as problem-solving, citizenship, etc.), and helps students learn and apply transferable knowledge and skills. The lesson is intentionally linked to other lessons (previous and future) in support of students meeting standard(s). 	<ul style="list-style-type: none"> How do the standard and learning target relate to content knowledge, habits of thinking in the discipline, transferable skills, and students' assessed needs as learners (re: language, culture, academic background)? How do the standard and learning target relate to the ongoing work of this classroom? To the intellectual lives of students beyond this classroom? To broader ideals such as problem-solving, citizenship, etc.?
	Learning Target and Teaching Points	<ul style="list-style-type: none"> The learning target is clearly articulated, linked to standards, embedded in instruction, and understood by students. The learning target is measurable. The criteria for success are clear to students and the performance tasks provide evidence that students are able to understand and apply learning in context. The teaching points are based on knowledge of students' learning needs (academic background, life experiences, culture and language) in relation to the learning target(s). 	<ul style="list-style-type: none"> What is the learning target(s) of the lesson? How is it meaningful and relevant beyond the specific task/activity? Is the task/activity aligned with the learning target? How does what students are actually engaged in doing help them to achieve the desired outcome(s)? How are the standard(s) and learning target communicated and made accessible to all students? How do students communicate their understanding about what they are learning and why they are learning it? How does the learning target clearly communicate what students will know and be able to do as a result of the lesson? What will be acceptable evidence of student learning? How do teaching point(s) support the learning needs of individual students in meeting the learning target(s)?
Student Engagement	Intellectual Work	<ul style="list-style-type: none"> Students' classroom work embodies substantive intellectual engagement (reading, thinking, writing, problem-solving and meaning-making). Students take ownership of their learning to develop, test and refine their thinking. 	<ul style="list-style-type: none"> What is the frequency of teacher talk, teacher-initiated questions, student-initiated questions, student-to-student interaction, student presentation of work, etc.? What does student talk reveal about the nature of students' thinking? Where is the locus of control over learning in the classroom?
	Engagement Strategies	<ul style="list-style-type: none"> Engagement strategies capitalize on and build upon students' academic background, life experiences, culture and language to support rigorous and culturally relevant learning. Engagement strategies encourage equitable and purposeful student participation and ensure that all students have access to, and are expected to participate in, learning. 	<ul style="list-style-type: none"> What evidence do you observe of student engagement in intellectual, academic work? What is the nature of that work? What is the level and quality of the intellectual work in which students are engaged (e.g. factual recall, procedure, inference, analysis, meta-cognition)? What specific strategies and structures are in place to facilitate participation and meaning-making by all students (e.g. small group work, partner talk, writing, etc.)?
	Talk	<ul style="list-style-type: none"> Student talk reflects discipline-specific habits of thinking and ways of communicating. Student talk embodies substantive and intellectual thinking. 	<ul style="list-style-type: none"> Do all students have access to participation in the work of the group? Why/why not? How is participation distributed? What questions, statements, and actions does the teacher use to encourage students to share their thinking with one another, to build on one another's ideas, and to assess their understanding of one another's ideas?

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Appendix E6 (back)

SD™	Subdimension	The Vision	Guiding Questions
Curriculum & Pedagogy	Curriculum	<ul style="list-style-type: none"> Instructional materials (e.g., texts, resources, etc.) and tasks are appropriately challenging and supportive for all students, are aligned with the learning target and content area standards, and are culturally and academically relevant. The lesson materials and tasks are related to a larger unit and to the sequence and development of conceptual understanding over time. 	<ul style="list-style-type: none"> How does the learning in the classroom reflect authentic ways of reading, writing, thinking and reasoning in the discipline under study? (e.g., How does the work reflect what mathematicians do and how they think?) How does the content of the lesson (e.g., text or task) influence the intellectual demand (e.g. the thinking and reasoning required)? How does it align to grade-level standards? How does the teacher scaffold the learning to provide all students with access to the intellectual work and to participation in meaning-making? What does the instruction reveal about the teacher's understanding of how students learn, of disciplinary habits of thinking, and of content knowledge? How is students' learning of content and transferable skills supported through the teacher's intentional use of instructional strategies and materials? How does the teacher differentiate instruction for students with different learning needs—academic background, life experiences, culture and language?
	Teaching Approaches and/or Strategies	<ul style="list-style-type: none"> The teacher makes decisions and utilizes instructional approaches in ways that intentionally support his/her instructional purposes. Instruction reflects and is consistent with pedagogical content knowledge and is culturally responsive, in order to engage students in disciplinary habits of thinking. The teacher uses different instructional strategies, based on planned and/or in-the-moment decisions, to address individual learning needs. 	
	Scaffolds for Learning	<ul style="list-style-type: none"> The teacher provides scaffolds for the learning task that support the development of the targeted concepts and skills and gradually releases responsibility, leading to student independence. 	
Assessment for Student Learning	Assessment	<ul style="list-style-type: none"> Students assess their own learning in relation to the learning target. The teacher creates multiple assessment opportunities and expects all students to demonstrate learning. Assessment methods include a variety of tools and approaches to gather comprehensive and quality information about the learning styles and needs of each student (e.g., anecdotal notes, conferring, student work samples, etc.). The teacher uses observable systems and routines for recording and using student assessment data (e.g., charts, conferring records, portfolios, rubrics). Assessment criteria, methods and purposes are transparent and match the learning target. 	<ul style="list-style-type: none"> How does the instruction provide opportunities for all students to demonstrate learning? How does the teacher capitalize on those opportunities for the purposes of assessment? How does the teacher gather information about student learning? How comprehensive are the sources of data from which he/she draws? How does the teacher's understanding of each student as a learner inform how the teacher pushes for depth and stretches boundaries of student thinking? How do students use assessment data to set learning goals and gauge progress to increase ownership in their learning? How does the teacher's instruction reflect planning for assessment? How does the teacher use multiple forms of assessment to inform instruction and decision-making? How does the teacher adjust instruction based on in-the-moment assessment of student understanding?
	Adjustments	<ul style="list-style-type: none"> The teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons, and give targeted feedback to students. 	
Classroom Environment & Culture	Use of Physical Environment	<ul style="list-style-type: none"> The physical arrangement of the room (e.g., meeting area, resources, student seating, etc.) is conducive to student learning. The teacher uses the physical space of the classroom to assess student understanding and support learning (e.g., teacher moves around the room to observe and confer with students). Students have access to resources in the physical environment to support learning and independence (e.g., libraries, materials, charts, technology, etc.). 	<ul style="list-style-type: none"> How does the physical arrangement of the classroom, as well as the availability of resources and space to both the teacher and students, purposefully support and scaffold student learning? How and to what extent do the systems and routines of the classroom facilitate student ownership and independence? How and to what extent do the systems and routines of the classroom reflect values of community, inclusivity, equity and accountability for learning? What is the climate for learning in this classroom? How do relationships (teacher-student, student-student) support or hinder student learning? What do discourse and interactions reveal about what is valued in this classroom? What are sources of status and authority in this classroom (e.g., reasoning and justification, intellectual risk-taking, popularity, aggressiveness, etc.)?
	Classroom Routines and Rituals	<ul style="list-style-type: none"> Classroom systems and routines facilitate student responsibility, ownership and independence. Available time is maximized in service of learning. 	
	Classroom Culture	<ul style="list-style-type: none"> Classroom discourse and interactions reflect high expectations and beliefs about all students' intellectual capabilities and create a culture of inclusivity, equity and accountability for learning. Classroom norms encourage risk-taking, collaboration and respect for thinking. 	

Teacher

Evaluator

Comprehensive Evaluation — SCORING — Certificated Classroom Teacher

- A teacher's criterion scores are established using both the district's selected instructional framework and Washington State student growth rubrics.

- The Summative Criteria Score is the sum of the eighth criterion scores and is determined by the OSPI-approved scoring band.

- The Student Growth Impact Rating is generated by combining the five student growth rubric components from criteria 3, 6, and 8, and is determined by the OSPI-approved scoring band.

- Teachers with a "Distinguished" Summative Criteria Score and a "Low" Student Growth Impact Rating cannot be rated higher than "Proficient."

- A "Low" Student Growth Impact Rating triggers a student growth inquiry regardless of Summative Criteria Score.

Criterion 1: Expectations

P1 P4 P5 SE3 CEC3

= Criterion 1 score

Criterion 2: Instruction

SE1 SE5 SE8 CP6 CP7

= Criterion 2 score

Criterion 3: Differentiation

P3 SE2 SE4 CP5 A6 3:1 3:2

= Criterion 3 score

Criterion 4: Content Knowledge

P2 CP1 CP2 CP3 CP4

= Criterion 4 score

Criterion 5: Learning Environment

CEC1 CEC2 CEC4 CEC5 CEC8 CEC7

= Criterion 5 score

Criterion 6: Assessment

A1 A2 A3 A4 A5 6:1 6:2

= Criterion 6 score

Criterion 7: Families & Community



PCC3 PCC4

= Criterion 7 score

Criterion 8: Professional Practice

PCC1 PCC2 PCC5 PCC6 8:1

= Criterion 8 score

 Rubric Criterion 1-8 (each scored 1-4)
 Student Growth Component

Evidence

- Observable evidence
- Evidence outside of a classroom observation
- Authentic artifacts of teaching and learning
- Evidence of professional practice
- Student growth goals and outcomes

Each criterion gets a final score that must be reported as U, B, P, or D (U=1 B=2 P=3 D=4)

Final Summative Score

The sum of all eight criterion scores

8-14	15-21	22-28	29-32
U	B	P	D*
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*A teacher with a summative rating of "D", and a "Low" Student Growth Impact Rating will receive a summative score of "P"

Student Growth Impact Rating

The sum of all five student growth components from criteria 3, 6, and 8

5-12	13-17	18-20
Low*	Average	High
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*A score of "1" in any of the student growth components results in a "Low" Student Growth Impact Rating

Final Rating:

Unsatisfactory Basic Proficient Distinguished

☐ ☐ ☐ ☐

Appendix E7 (back)

Focused Evaluation — SCORING — Certificated Classroom Teacher

The focused evaluation is meant for proficient and distinguished educators and its purpose is to support growth.

- Eligibility for focused evaluation:
If a non-provisional teacher has received a "satisfactory" on his/her last four evaluations, or a "proficient" or "distinguished" once they have transitioned to the new system; the teacher is eligible for a focused evaluation three out of every four years.
- One of the eight criteria must be assessed in every year that a comprehensive is not required.
- The final criterion score will be considered the final summative score.

Choose . . .

Criterion 3, 6, or 8

Example:
Criterion 3: Differentiation
P3 SE2 SE4 CP5 A6 3:1 3:2
Preliminary score from rubric

+

Evidence

- ✓ Observable evidence
- ✓ Evidence outside of a classroom observation
- ✓ Authentic artifacts of teaching and learning
- ✓ Evidence of professional practice
- ✓ Student growth goals and outcomes

The criterion gets a final score that must be reported as U, B, P, or D (U=1 B=2 P=3 D=4)

Final Criterion Score =
Final Summative Score
U, B, P, or D

Or . . .

Criterion 1, 2, 4, 5, or 7

Example:
Criterion 5: Learning Environment
CEC1 CEC2 CEC4 CEC5 CEC6 DEC7
Preliminary score from rubric

+

Evidence

- ✓ Observable evidence
- ✓ Evidence outside of a classroom observation
- ✓ Authentic artifacts of teaching and learning
- ✓ Evidence of professional practice
- ✓ Student growth goals and outcomes

The criterion gets a final score that must be reported as U, B, P, or D (U=1 B=2 P=3 D=4)

Final Criterion Score =
Final Summative Score
U, B, P, or D

+ Criterion 3 or 6 SG components

Example:
Criterion 3 or 6: Assessment
3:1 3:2 or 6:1 6:2

Rubric Criterion 1-8
(each scored 1-4)
Student Growth Component

- The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6, or 8 is selected, evaluators will use the student growth rubrics.
- If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- While there is no student growth impact, a rating of "1" on any student growth rubric will trigger a student growth inquiry.

Final Rating:

Unsatisfactory

☐

Basic

☐

Proficient

☐

Distinguished

☐

Principles of Implementing Student Growth Measures

The following principles are intended to guide our work in demonstrating the value to our system through staff collaboration and the implementation of sound instructional practices. The data collected and analyzed by staff will support their efforts to create opportunities for all kids to be successful.

Who selects our Student Growth Measures?

- Student Growth Measures will be selected by the building principal, the individual teacher, and possibly PLC team members subject to mutual agreement, consistent with established district or building-wide learning focus, and according to the criteria outlined in this document.

What are the key parameters of Student Growth Measures?

- At least two Student Growth Measures assessment cycles are needed to evaluate a teacher on each Student Growth Measure rubric criterion.
- Student Growth Measure assessment information must be gathered in a manner that reflects a degree of growth between two points in time during the school year.
- All student Growth Measures utilized for the TPEP comprehensive or focused evaluation must evaluate learning progress on Common Core State Standards (CCSS), or vital Washington State learning standards or established course standards.
- A Student Growth Measure assessment cycle must evaluate progress on learning standard(s) for which the teacher is instructionally responsible
- PLC team members may jointly create the student growth goal(s) for criterion #3 and #6 on the state Student Growth Rubric. However, the achievement of the student growth goal(s) must be evaluated individually for each teacher.
- A Student Growth Measure may be, but is not required to be, directly connected to a given inquiry cycle in which the teacher and administrator is engaged during the school year.

What types of assessments serve as appropriate Student Growth Measures?

- One of the Student Growth Measures must be in the form of a common assessment administered to students across the course, grade level, building or district levels – unless the teacher performs in an identified singleton program. The other Student Growth Measure may be an individual teacher's classroom-based assessment.

Appendix E9



A. Scoring:

1. Criterion Performance Scoring

Criterion scores, including instructional, leadership and student growth rubrics must be determined by an analysis of evidence. Formative evidence from observed practice, student work, notes from formative conversations with teachers etc. is gathered. A score for each criteria/sub-dimension will be determined by a preponderance of evidence. Each rating will receive a score of 1-4 with the following numeric values:

- a. Unsatisfactory - 1
- b. Basic - 2
- c. Proficient - 3
- d. Distinguished - 4

2. Summative Performance Rating

The overall Summative score for each criterion is determined by the administrator/evaluator based upon an analysis of evidence. The evaluator gathers evidence from observations, notes from conversations with staff, student work, teacher input to determine a score using the applicable rubric and a preponderance of evidence.

The scores for each of the 8 criterion will be totaled and rated as follows:

- a. Unsatisfactory- 8-14
- b. Basic- 15-20
- c. Proficient- 22-28
- d. Distinguished 28-32.

If the certificated staff member disagrees with their rating, they may consult with the evaluator and attach an written statement to their evaluation.

3. Student Growth Impact Rating:

The Student Growth Impact Rating is generated by combining the five student growth rubric components from criteria 3, 6, and 8 and is determined by the OSPI-approved scoring band.

- a. Low- 5-12
- b. Average- 13-17
- c. High- 18-20
- d.

See Principles of Implementing Student Growth Measures for details on the process.

Teachers with a “Low” Student Growth Impact Rating triggers a student growth inquiry regardless of the Summative Criteria Score.

Appendix E10



ENUMCLAW SCHOOL DISTRICT Certified Comprehensive Teacher 90 Day Evaluation

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating and documenting an accurate record of the individual's efforts toward meeting the Enumclaw School District Standards and Expectations for Professional Teaching. This form shall be used for certificated staff participating in a comprehensive evaluation cycle. The purpose of this process is to help the administrator and teacher understand, evaluate and/or improve teaching practices. This form is supported by:

1. A description of and rubric for the 5 Dimensions + Instructional Framework.
2. A rubric for the State required 8 evaluation components aligned to the 5 D Framework.
3. Student growth rubrics for components 3, 6, and 8.
4. Component and student growth chart

For the purpose of meeting the requirements of a 90 day evaluation, provisional, conditional and leave replacement certificated staff will be observed in the performance of their duties at least once during the first 90 calendar days of their employment for a total observation time of no less than 30 minutes.

Evaluator's Comments:

The teacher has completed a self-assessment, the goal setting conference is complete and the staff member has been observed for the required minimum of 30 minutes.

Evaluator's Signature _____ Date _____

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

Employee Signature _____ Date _____

Employee Comments:

Appendix E11



ENUMCLAW SCHOOL DISTRICT Certified Comprehensive Teacher Evaluation

Type: Annual _____ Plan of Improvement _____
Name _____ Date _____
School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating and documenting an accurate record of the individual's efforts toward meeting the Enumclaw School District Standards and Expectations for Professional Teaching. This form shall be used for certificated staff participating in a comprehensive evaluation cycle. The purpose of this process is to help the administrator and teacher understand, evaluate and/or improve teaching practices. This form is supported by:

1. A description of and rubric for the 5 Dimensions + Instructional Framework.
2. A rubric for the State required 8 evaluation components aligned to the 5 D Framework.
3. Student growth rubrics for components 3, 6, and 8.
4. Component and student growth chart

It is my judgment, based upon adopted criteria, that during the evaluation period covered in this report, the employee's overall performance has been: (Circle Score)

Final Summative Score

UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
(1)	(2)	(3)	(4)

Evaluator's Signature _____ Date _____

Evaluator's Response:

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

Employee Signature _____ Date _____

Employee Comments:
over

Appendix E11 (back)



Summary of Criterion Score

Employee Name _____ School Year _____

Enter overall rating (1-4) in the corresponding column below for each criterion

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

Summative Scoring Band

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

Preliminary Overall Rating:

Student Growth Criterion Rating

Student Growth	Goal Setting Score 1 - 4	Student Growth 1 - 4	Overall Student Criterion Score
Criterion 3			
Criterion 6			
Criterion 8		NA	
Total			

Student Growth Rating	5 – 12	13 – 17	18 – 20
(Circle)	Low	Average	High

Final “Summative Rating” – Merge preliminary criterion rating with the student growth rating per learning matrix.

Appendix E12



ENUMCLAW SCHOOL DISTRICT Certified Focused Certified Teacher Evaluation

Name _____ Date _____

School or Department _____ Position Title _____

This form is designed to support administrators and staff members in formulating and documenting an accurate record of the individual's efforts toward meeting the Enumclaw School District Standards and Expectations for Professional Teaching. This form shall be used for certificated staff participating in a focused evaluation cycle. The purpose of this process is to help the administrator and teacher understand, evaluate and/or improve teaching practices. This form is supported by:

1. A description of and rubric for the 5 Dimensions + Instructional Framework.
2. A rubric for the State required 8 evaluation components aligned to the 5 D Framework.
3. Student growth rubrics for components 3, 6, and 8.
4. Component and student growth chart

Most recent Comprehensive Evaluation Score: _____ School Year: _____

Focused Criterion chosen this year: Select one.

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

over

Appendix E12 (back)

Student Growth Criterion

Select one

Student Growth	Goal Setting Score 1 - 4	Student Growth 1 - 4	Overall Student Criterion Score
Criterion 3			
Recognize individual student learning needs and develop strategies to address those needs.			
Criterion 6			
Using multiple student data elements to modify instruction and improve student learning.			
Criterion 8		NA	
Establish team student growth goals.			
Student Growth Rating			
(Circle)	Low	Average	High

Final Summative Score

Focused Evaluation Score: (Same as most recent Comprehensive score unless Comprehensive score is level 3 and evidence for current year indicates level 4)

PROFICIENT	DISTINGUISHED
(3)	(4)

Evaluator's Signature _____ Date_____

Evaluator's Response:

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

Employee Signature _____ Date_____

Employee Comments:

Appendix F

ENUMCLAW SCHOOL DISTRICT NO. 216

Grievance Procedure

Form A - Grievance Statement

1. (To be completed by the grievant)

Date_____

Grievant _____ School_____

Subject area or Grade level _____

Statement of Grievance: (attach additional page if necessary)

Action requested:

2. (To be completed by immediate supervisor within four (4) days of formal meeting.)

Date of formal meeting regarding grievance:.

Response and decision of supervisor: (attach additional page if necessary.)

Signature of Supervisor

Date_____

Appendix F

ENUMCLAW SCHOOL DISTRICT NO. 216

Grievance Procedure

Form B - Appeal to Superintendent

1. (To be completed by grievant within four (4) days of receipt of Supervisor's decision.)

Regarding grievance dated _____

I wish to refer the grievance to the Superintendent because: (Attach additional pages if necessary.)

Signature of Grievant

Date _____

2. (To be completed by the Superintendent within four (4) days of meeting.)

Date/time of meeting: _____

Response and decision of Superintendent: (Attach additional pages if necessary.)

Signature of Superintendent

Date _____

Appendix F

ENUMCLAW SCHOOL DISTRICT NO. 216

Grievance Procedure

Form C - Request for Arbitration

1. (To be completed by grievant within four (4) days of receipt of Superintendent's decision.)

Regarding grievance dated: _____

I wish to request arbitration of this grievance because: (Attach additional pages if necessary.)

2. (To be completed by Enumclaw Education Association president within four (4) days of receipt of Form C.)

_____ The Enumclaw Education Association has determined that this grievance is not meritorious and should not be submitted to arbitration.

_____ The Enumclaw Education Association has determined that this grievance is meritorious and should be submitted to arbitration.

_____ Date _____
Signature of Association President

Appendix G

**Enumclaw School District #216
Contract Waiver Request Form**

Site/Program Seeking Waiver: Date: _____ Date: _____

Name of Contact Person: _____ Phone: _____

1. Description of plan requiring the waiver:
2. Objectives to be accomplished by the plan:
3. Section(s) of the contract to be waived:
4. Reasons waiver is necessary to meet objectives above:
(Specifically, how does the existing contract language impede the achievement of the objectives?)

5. Has the building/unit decision-making process been followed in developing this request?

Yes ☐ No ☐

(Please attach a copy of the process to this application.)

6. What percentage of the participating EEA-represented staff supports this waiver request?

7. Description of the dissenting/opposing viewpoint to the waiver request:

8. Contact person for dissenting opinion:

9. Statement of how dissenting/opposing viewpoint is to be managed:

10. Are there costs associated with this change? If so, how will you provide for these costs?

11. Anticipated duration of the waiver:

12. Other waivers that may be required? (i.e. board policy, SPI, WAC, PSE):

Routing:

Person completing this form keeps the original, gives one copy to the site administrator, sends one copy to EEA and sends one copy to the district office.

Approved ☐ Date: _____ Denied ☐ Date: _____

Appendix H



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Page 1 of 3

PERSONNEL Sexual Harassment

The district is committed to a positive and productive working environment that is free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class or school training held elsewhere.

Definitions: For purposes of this policy, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.

Under federal and state law, the term “sexual harassment” includes:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communication that interferes with an individual’s employment performance or creates an intimidating, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied condition of obtaining a work opportunity or other benefit;
- sexual demands where submission or rejection is a factor in a work or other school-related decision affecting an individual.

Investigation and Response

If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end the sexual harassment, eliminate the hostile environment, prevent its recurrence and, as appropriate, remedy its effects. The district will take prompt, equitable and remedial action within its authority every time a on reports, complaints and grievances alleging sexual harassment that comes to the attention of the district, either formally or informally.

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Page 2 of 3

Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation, to the extent that such investigation does not interfere with an on-going criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or other third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations

Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities

The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives a report, informal complaint, or written complaint about sexual harassment is responsible for informing the district's Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Reports of discrimination and discriminatory harassment will be referred to the district's Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the district's Section 504 Coordinator.

Notice and Training

The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum, sexual harassment recognition and prevention and the elements of this policy will be included in staff and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each district building in a place available to staff, parents, volunteers and visitors. Information about the policy and procedure will be easily understood and conspicuously posted throughout each school building, provided to each employee and reproduced in each staff, volunteer and parent handbook. Such notices will identify the

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Page 3 of 3

District's Title IX coordinator and provide contact information, including the coordinator's email address.

Policy Review

The superintendent or his designee will make an annual report to the board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, will be included in the report. The superintendent is encouraged to involve staff, volunteers and parents in the review process.

Cross References:

Legal References: RCW 28A.640.020 Regulations, guidelines to eliminate discrimination—Scope WAC 392-190-056-058 Sexual harassment 20 U.S.C. §§ 1681-1688 Management Resources: 2015 – July Policy Alert 2014 - December Issue 2010 - October Issue Adoption Date: June 19, 1995 Revised: April 19, 1999 Revised: January, 2012 Revised: October, 2015

Cross References: Board Policy 3205 Sexual Harassment of Students Prohibited
Board Policy 3207 Prohibition of Harassment, Intimidation and Bullying
Board Policy 3210 Nondiscrimination
Board Policy 3211 Transgender Students
Board Policy 3240 Student Conduct
Board Policy 3421 Child Abuse, Neglect and Exploitation Prevention
Board Policy 5010 Nondiscrimination

Legal References: RCW 28A.640.020 Regulations, guidelines to eliminate discrimination—
Scope
WAC 392-190-056-058 Sexual harassment
20 U.S.C. §§ 1681-1688

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