

Agreement Between
Mercer Island School District #400
and
Mercer Island Education Association
for
Certificated Employees

**This Agreement shall be effective from
September 1, 2023 – August 31, 2024**

**Ratified by the Mercer Island Education Association
and the Mercer Island School District #400**

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PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of the Mercer Island School District #400, King County, State of Washington, herein referred to as the "District," and the Mercer Island Education Association, herein referred to as the "Association."

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Mercer Island is their mutual aim and that the character of such education depends in large part upon the quality of the employees, and

WHEREAS, the Board has a statutory obligation, pursuant to the Educational Employees Relations Act, Chapter 41.59 RCW, to bargain with the Association as the exclusive representative of its personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the preceding mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION AND DEFINITIONS

Section 1 – Recognition

The Board recognizes the Association as the sole and exclusive representative for all employees included in the bargaining unit as delineated in parts A, B, and C hereof.

- A. All certificated, non-supervisory personnel under teaching contract, or employed by the Board, excluding the following:
- Superintendent
 - Executive Directors
 - Directors
 - Assistant Directors
 - Principals
 - Associate Principals
- B. All certificated substitutes who:
1. have worked a minimum of thirty (30) days for the District within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes; or
 2. are employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from their regular assignment and will be replaced in such assignment for more than twenty (20) consecutive workdays.
- C. All persons filling co-curricular positions as listed on the co-curricular salary schedule and/or issued supplemental contracts, excluding administrators.

Section 2 – Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term “**Agreement**” shall mean this entire contract and any subsequent addenda mutually agreed upon during the period of the contract.

The term “**Association**” shall mean the Mercer Island Education Association.

The term “**Board**” shall mean the Board of Directors of the Mercer Island School District #400, also referred to as “employer”.

The term “**District**” shall mean the Mercer Island School District #400.

The term “**employee**” shall mean all nonsupervisory certificated staff members being paid on the Certificated Salary Schedule (Appendix B) and employees on supplemental contracts who are represented by this Agreement.

The term “**voluntary transfer**” shall mean the transfer of an employee from one position to another at the employee’s written request.

The term “**vacancy**” shall mean a position not filled by an employee.

The term “**involuntary transfer**” shall mean any transfer which is not a voluntary transfer.

The term “**days**” shall mean employee workdays unless otherwise specifically defined in this Agreement.

ARTICLE I – RECOGNITION AND DEFINITIONS

The term “**Act**” shall mean the Educational Employment Relations Act, Chapter 41.59 RCW.

The term “**limited contract**” shall mean a contract issued to an employee who has been hired to fill a position temporarily vacant due to a leave of absence or sabbatical leave.

The term “**assignment**” shall mean notification and placement of an employee in a position in a particular academic year.

The term “**prior notification**” is defined to be receipt by the Association of the board agenda at the same time it is being delivered to Board members.

The term “**student discipline**” shall mean the forms of corrective action or punishment, other than suspension or expulsion, taken by employees.

The term “**per diem**” shall mean employee placement on the state salary schedule divided by 180 days and then multiplied by employee full time equivalent (FTE).

The term “**co-curricular**” shall mean supplemental activities which require a professional teaching certificate listed and paid as agreed to in Appendix B, Certificated Supplemental Salary Schedule.

The term “**CISS**” shall mean a Certificated Instructional Support Staff member. A CISS is a staff member whose position requires certification and serves in a role other than classroom teacher as that term is used in RCW 28A.405.100. CISS shall include, but not be limited to counselors, board certified behavior analysts (BCBA), social workers, licensed mental health counselors (LMHC), psychologists, speech language pathologists (SLP), occupational therapists (OT), physical therapists (PT), nurses, Teacher Librarians, and instructional coaches.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include all genders; words denoting number shall include both singular and plural.

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 – Ratification and Mutual Consent

This Agreement, upon ratification by the Board and the Association, shall be signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent in writing of the Board and Association.

Section 2 – Status of the Agreement

This Agreement shall supersede any policies, rules, regulations, resolutions, procedures, and practices of the District which shall be contrary to or inconsistent with its terms as they may relate to employees represented by the Association. Existing rules, regulations, policies, resolutions, and practices of the District not in conflict with this Agreement shall remain in full effect unless appropriately changed.

Section 3 – Contract Compliance

All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly state that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

The District shall not solicit execution of any individual contract at such time or in such manner as shall constitute an unfair labor practice, as defined by Chapter 41.59 RCW and subsequent Public Employee Relations Commission rulings.

Individual District-employee contracts, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments to bring the contract in compliance with the Agreement.

Section 4 – Conformity to Law

This Agreement shall be governed and construed according to the Constitution and laws of the United States and the State of Washington. If any provision of this Agreement or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 5 – Distribution of Agreement

Within forty-five (45) days following the signing of this Agreement, the District shall post this Agreement on the District's website for access by all employees covered by the Agreement. The District shall provide the Association twenty-five (25) printed copies of this Agreement. Additional copies shall be provided to the Association, upon request, at Association expense.

ARTICLE III – ASSOCIATION RIGHTS

Section 1 – Status of the Association

Throughout this Agreement certain rights and functions are accorded to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association.

Section 2 – Transaction of Association Business

Duly authorized representatives of the Association shall be permitted to hold meetings, have an office, and to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt normal school operations. When requested, time for transacting Association business shall be granted at faculty meetings. A duly authorized representative of the Association and a building administrator will meet monthly to discuss current and emerging labor concerns. The MIEA Building Representative will bring workload issues as an agenda item to the monthly meetings with the principal.

The Association may use District facilities and equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use.

The Association shall have the right to utilize the bulletin board or place an Association bulletin board in each faculty lounge in each building in the District.

The Association shall have the right to use the District mail service and employee mail boxes for communication purposes provided the material is identified as Association material.

The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled, to confer with Association members. In conferring with members during working hours, the Association shall confer with the employee's supervisor concerning appropriate times.

The Association shall be granted two (2) days a month after school other than Friday exclusively for Association meetings. These and other meetings of the Association shall appear on the District's meeting schedule for the year so as to minimize time conflicts between Association and District activities.

Section 3 – Exchange of Information

The Board, through its designated representative, and the Association agree to provide information needed for developing proposals for bargaining, for policy development, and for preparation of grievance cases. This information shall include, but not be limited to, complete and accurate financial statements or reports on amounts and sources of income, expenditure outlays, enrollments, number of employees, number of classified employees by position, policies and regulations, reports, agendas and minutes of Board and committee meetings as requested.

- A. On or before the tenth calendar day of the month, or first business day thereafter, throughout the calendar year, the District shall provide the Association President or designee, and the WEA UniServ Council-designated representative, with the following information for each employee new to the bargaining unit:
 - Name;
 - Position;

ARTICLE III – ASSOCIATION RIGHTS

- Hire date;
 - Number of workdays per year;
 - Anticipated number of work hours per day;
 - Placement on the salary schedule;
 - Work location(s);
 - Personal phone numbers; and
 - Work and personal emails, if available.
- B. In addition, the District shall provide the following information for staff who are not new to the bargaining unit:
- Retirement;
 - Resignation;
 - Unpaid leaves of absences; and
 - Updates to the above information.
- C. At least ten (10) workdays before the District's summer new employee orientation(s), the District shall provide a list of new hires known as of that date (unless information was provided earlier consistent with A, above), along with the following information for each new hire:
- Name;
 - Position;
 - Number of workdays per year;
 - Anticipated number of work hours;
 - Work location(s);
 - Personal phone number; and
 - Personal email.

Section 4 – Prior Notification

Prior notification is defined as receipt by the Association of the Board's meeting agenda at the same time it is being delivered to the Board members. The Association shall have the right to an appointment with the Superintendent before the Board meeting.

Section 5 – Responsibility for Representation

The Association has the full and exclusive right to represent the employees of the District as defined by this Agreement.

Section 6 – Membership Administration

No bargaining unit employee shall be required to become a member of the Association as a condition of employment. Each employee shall have the right to join, not join, maintain, or drop Association membership. It is recognized that the Association is required both under law and under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Association.

Section 7 – Association Membership Dues and Assessments

The District shall make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee.

ARTICLE III – ASSOCIATION RIGHTS

Employees who choose to become a member of the Association and choose not to use the payroll deductions will pay Association dues and assessments in a lump sum in cash by September 15 of each year of employment, or the prorated amount within ten (10) days of employment if hired after the September pay period.

On or before August 15 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association and its affiliates, including the National Education Association and the Washington Education Association, which are to be deducted in the coming year under payroll deduction. Normally the total for these deductions shall not be subject to change during the school year.

Based upon the established annual rate, beginning with the September pay period, a deduction shall be made from each monthly pay warrant in equal amounts as authorized by the employee for dues and assessments. These deductions will continue through the pay period, and shall each year be deducted according to the annual rate for that year from each monthly warrant so authorized.

Employees who begin work after the September pay period shall have dues and assessments deducted from each monthly pay warrant. These deductions shall be based upon a prorated share of the balance remaining from the current annual rate for said employee and shall continue at the established annual rate in the following years.

Each month the District will send directly to the Washington Education Association (WEA) or designee all monies deducted from certificated personnel warrants for dues and assessments accompanied by a list of names of those employees from whose warrants the deductions have been made.

The Association agrees to reimburse any employee who pays an amount in excess of the rate required for dues and assessments equivalent to that received in overpayment, provided that the Association or its affiliates actually received the excess amount.

Section 8 – Hold Harmless

The Association and the Washington Education Association agree to indemnify and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Section 6. The District agrees to notify the Association promptly in writing of any claim, demand, suit, or other form of liability arising out of implementation of this section.

Section 9 – Payroll Deductions

The following payroll deductions shall or may be made:

1. State Employees' Retirement System
2. Federal Withholding Tax
3. FICA as provided by law
4. Absences not provided for by leaves are deducted based on a "per diem" rate (days absent divided by 180 contract days times annual salary)
5. Dues and assessments (in accordance with this Agreement)
6. School Employees Benefits Board ("SEBB") insurance program premiums

The following deductions may be made if authorized by the individual:

1. Additional withholding tax

ARTICLE III – ASSOCIATION RIGHTS

2. Tax sheltered annuities
3. Payment to Washington State Employees Credit Union
4. Other approved insurance programs not provided by SEBB
5. Other approved programs
6. Tax sheltered mutual funds
7. Medicare
8. WEA PAC and/or NEA FCPE

Section 10 – New Employee Notification

At the time the District hires employees new to the District, it will be the responsibility of the District to inform new employees where to locate the Agreement on the District's website, and distribute government-mandated forms, approved District insurance forms, and Authorization for Deduction of Association Membership Fees.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The Association President and MIEA representatives designated by the MIEA President will be included on the agenda of the District's program for the orientation of new employees. If an Association representative is not available to attend the District's new employee orientation, the Association may present at another time mutually agreed to by the employer and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) the access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) the access is for thirty (30) minutes (forty-five (45) minutes if there is a combination of certificated and classified employees); and (c) the access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and Association.

Section 11 – Association President Leave

The District shall grant a .600 leave of absence or other mutually-agreed upon FTE to the President of the Association for the duration of the term. The President of the Association may or may not use this leave of absence. The time of day within the school day that the leave is used shall be determined by the Association and the Association shall so notify the District by April 1 to minimize the effect upon the school program.

During the leave, the District shall make salary payments and provide fringe benefits on behalf of the President as if the President were not on leave, provided that the Association quarterly (1/4) reimburses the District. In addition, any credit for state retirement shall be granted as if the President of the Association were not on leave. This section shall also apply for the leave of absence of a District staff member to serve as WEA or UniServ President.

The Association agrees to indemnify and hold the District harmless against any claims and demands that may arise out of or by reason of the District's compliance with the terms of this section.

Section 12 – Association President

The Association President shall not be adversely affected by reason of reduction in force (RIF), notwithstanding any provisions to the contract of Article VII, Section 1 of the Agreement concerning layoff,

ARTICLE III – ASSOCIATION RIGHTS

adverse effect, and recall of nonsupervisory certificated employees. The Association shall notify the District by April 1 of each year who the Association President will be for the year in which a reduction in force might be implemented.

Section 13 – District/Association Collaborative Budget Committee

The District/Association Collaborative Budget Committee will consist of the Superintendent and/or the head of business services/finance and three representatives of the Association.

The purpose of the Collaborative Budget Committee is to review the District budget and identify unfunded needs for the current year.

The Collaborative Budget Committee will meet at least twice during the year, January and April, to review the budget and develop recommendations for the reallocation of any predictable budget capacity. Prior to the meetings, the Administration will have developed a priority needs list and the Association will have developed priority requests for additional budget funding. The committee will forward its recommendations to the Superintendent for consideration.

Section 14 – Meetings with Association President

- A. Association President and Superintendent Meetings - The Superintendent and Association President shall meet monthly during the school year at mutually agreeable times to discuss emerging issues, District practices or concerns, and the administration of this Agreement. Additional meetings may be held if requested by either party. Either party may submit agenda items for discussion. Either party may invite additional participants to such meetings. The monthly meeting may be canceled or postponed upon mutual agreement.
- B. Association President and Human Resources Meetings – The most senior-ranking member of Human Resources and Association President shall meet at least monthly during the school year to discuss interpretation or application of this Agreement, personnel matters, and issues and questions that may arise. The meetings will be a problem-solving forum. Either party may submit agenda items for discussion. Either party may invite additional participants to such meetings. The monthly meeting may be canceled or postponed upon mutual agreement.

ARTICLE IV – EMPLOYEE RIGHTS

Section 1 – Academic Freedom and Professional Judgment

- A. Academic freedom will be accorded to staff members within the context of District goals and objectives, and the Board-adopted curriculum.
- B. Teachers shall have the right to teach and have students study controversial issues provided the following conditions are met:
 - 1. Issues shall be relevant to established curriculum or current events;
 - 2. Issues shall be dealt with in a manner appropriate to the age level of the students;
 - 3. Major points of view shall be explored, objectively maintained, and propaganda and opinion clearly distinguished from fact, to the extent possible;
 - 4. Individual rights of expression and dissent, including majority and minority points of view, shall be maintained in an atmosphere of courteous and thoughtful discussion; and
 - 5. Freedom in the formation of individual judgments shall be maintained.
- C. The District recognizes that the certificated employee is a trained professional who is responsible for the instruction of the prescribed curriculum and the evaluation of the student's performance. Teachers will exercise professional judgment in determining when and how to modify, supplement or replace lessons to meet the needs of students and achieve unit and lesson objectives.
- D. No mechanical or electronic device, excluding the PA system, unless it is used to monitor a classroom for evaluation purposes, shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class except by permission of the teacher. It is recognized that cameras play an essential role in ensuring the safety of students and staff. Security cameras are an integral part of all common spaces including halls, gyms, theater (PAC), and other commons areas. These cameras shall not be used for purposes of evaluation.
- E. School sponsored media: A staff member who is employed, assigned or designated by the District to supervise or provide instruction relating to school-sponsored media is afforded the rights and subject to the responsibilities in RCW 28A.600.027.

Section 2 – Teacher Meetings

Certificated employees cannot be required to attend meetings during their preparation and/or lunch periods, or attend meetings in excess of three (3) hours in any one month (unless time carded). Annual safe schools training is included in this meeting time. The three (3) hours of meetings in any month is exclusive of emergency meetings or professional responsibilities outlined in Article IV, Section 12 — Certificated Workday. It is the responsibility of the employee to keep track of these meetings. Efforts shall be made to ensure that meeting and professional development topics are relevant to all in attendance. Staff required to meet shall be notified at least two (2) days in advance, except in case of emergencies.

At least two (2) mornings and two (2) afternoons per week, employees shall not be asked to participate in meetings initiated by the principal or District. In this paragraph, mornings mean the first 40 minutes of the contracted day for elementary, the first 30 minutes of the contracted day for middle school and the first 15 minutes of the contracted day for the high school (excluding supplemental contracts in Appendix B). Afternoons mean the last 15 minutes of the contracted day for elementary, the last 30 minutes of the

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contracted day for middle school and the last 15 minutes of the contracted day for high school (excluding supplemental contracts in Appendix B).

Allowance shall be made for those employees who are unable to attend faculty meetings to receive the material at another time. Exceptions may be made to permit remote attendance when practical. Such approval shall not be unreasonably withheld.

Section 3 – Individual Rights

Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's age, honorably-discharged veteran or military status, gender, marital status, sexual orientation including gender expression or identity, the use of a trained dog guide or service animal by a person with a disability, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The District shall comply with the provisions of the Americans with Disabilities Act.

The District shall not discriminate in any way against an employee on account of that employee's membership in any lawful organization or the exercise of any rights guaranteed under the law according to the Revised Code of Washington, the Washington Administrative Code, and the United States Constitution.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as that employee may have under applicable laws and regulations. The rights recognized under this Agreement shall not be exclusive, but are in addition to those provided elsewhere.

Section 4 – Right to Join and Support Association

Employees of the District who are represented by the Association shall have the right to freely organize, join and support the Association. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States or discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint, or proceeding under the Agreement or otherwise with respect to terms of conditions of employment.

Section 5 – Right to Due Process

All employees within the bargaining unit are entitled to due process.

The Board agrees to make clear expectations for employees. Letters of Direction will be used by the District to clarify expectations, prior to initiating progressive discipline where appropriate under the circumstances.

The Board agrees to follow a policy of progressive discipline, where appropriate under the circumstances, which includes written warnings and reprimands, suspension with pay, suspension without pay, or discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates such action. No employee shall be disciplined (including warnings, reprimands, suspensions or discharge) without just or sufficient cause. Any such discipline shall be subject to the grievance procedure. The District will notify the Association as to the occurrence of the disciplinary action.

ARTICLE IV – EMPLOYEE RIGHTS

Any derogatory document not provided to an employee within fifteen (15) working days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in personnel file(s) without the employee first (a) signing and dating the material, (b) receiving from the District a copy of the material, and (c) being given an opportunity by the District to attach comments. The employee's written comments shall become part of the employee's written personnel records.

Employees have the right to have a representative of the Association and/or counsel present when being disciplined. In the event disciplinary action is to be taken, the employee shall be advised of the right to representation prior to action being taken. When a request for representation is made, no action shall be taken with respect to the employee until such representation of the Association and/or counsel is present. Employees, who are subject to an investigatory conference for possible disciplinary action, will be notified by the District in advance that the employee has the right to representation during the conference involving the District and the employee.

All information forming the basis for any disciplinary action shall be made available to the employee.

Section 6 – Personnel Files

- A. Any material put into an employee's file(s) must be shown to the employee within fifteen (15) working days after receipt or composition, except for timelines related to Article VIII and state law pertaining to formal evaluations.
 - 1. The employee's affixed signature and date to the material is an acknowledgement the employee has seen the material and does not necessarily indicate the employee agrees with the content of the material.
 - 2. If an employee refuses to sign and date material to be included in the employee's file(s), the Association may sign the material verifying the employee has reviewed the material.
 - 3. An employee will have the opportunity to attach written comment(s) to any materials placed in the employee's personnel file.
 - 4. At any time that material is found in an employee's personnel file(s) without the employee's signature and date of review, the material will be removed and shall not be used in any part of evaluation or discipline, except as required under WAC 180-88-010 et seq. in material pertaining to sexual misconduct as defined by WAC 180-88-060, (1-5). When material is found without the appropriate signatures and dates, such materials will be forwarded to the employee within ten (10) workdays of the discovery.
 - 5. Material may be removed from an employee's personnel file(s) by mutual agreement, except as prohibited under WAC 180-88-010 et seq.
- B. Each employee shall have the right to review by prior appointment all materials in the employee's personnel file(s).
- C. Employees may include a signed inventory sheet (Appendix A) in their personnel file(s) to verify the contents of the file(s) at the time of inspection by the employee.
- D. The content of personnel file(s) related to evaluation, performance, discipline and potential discipline for employees is confidential, except documents which are not exempt from public disclosure under chapter 42.56 RCW.
 - 1. Any time the District places an employee on administrative leave or suspension, or initiates an investigation into an employee's behavior, and instructs the employee not to discuss the

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issue related to the action, the District also will not comment on the action or the content of the personnel files.

2. Should the District choose to comment on the action or content of the personnel files, the District will notify the Association prior to the issuance of the comment in a timely manner to allow Association response. The employee will no longer be bound by any restriction on the employee's communication.
3. Any requests for information on employees under chapter 42.56 RCW, the Public Disclosure Act, and communication about the requests will be shared with the Association and the employee.

Section 7 – Employee and Student Protection, and Notification of Health and Safety Information

- A. The Board shall provide for the safety and well-being of employees during the workday and when they are supervising a school-sponsored activity or on school-provided transportation. Employees shall be covered by the District under the District's liability insurance and state industrial accident programs.
- B. To ensure that all students are provided the best educational opportunities possible in a safe and caring environment, it is important that employees with a legitimate, educational interest receive information relevant to the health and safety of the students they serve. An employee has a legitimate, educational interest if the employee needs to review a student's education record or be aware of the contents of a student's education records to fulfill the employee's professional responsibilities. All student information provided to employees under this section shall be utilized in a judicious and professional manner for the sole purpose of providing the best educational opportunities for each student while protecting the health and safety of all employees and students in the District.
- C. When enrolling a student who has attended school in another school district, the school enrolling the student will request the parent or guardian and the student to briefly indicate in writing whether the student has any of the following:
 1. Any history of placement in special educational programs;
 2. Any past, current, or pending disciplinary action;
 3. Any history of violent and/or disruptive behavior, gang membership, or criminal behavior; and
 4. Any health conditions affecting the student's educational needs, including any history of self-harm and behavioral or emotional concerns.

The school enrolling the student shall also request the school that the student previously attended to send the student's permanent record including records of disciplinary action, history of violent behavior or behavior listed in RCW 13.04.155, attendance, immunization records, and academic performance.

- D. An employee who receives information that a student has a history of behavior that indicates the student could be a threat to the safety of staff or students shall notify the principal or other supervising administrator as soon as reasonably possible. When a school receives information, upon enrollment or at some subsequent time, that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of staff or students, the principal shall provide this information to each employee assigned to the student as well as to other employees who have a legitimate, educational interest in the information as soon as reasonably possible.

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- E. Any employee provided information pursuant to paragraph D, above, shall be provided any new necessary training on systems of support, interventions, or strategies to help ensure safety for students and staff. A plan for training and/or paraeducator support shall be provided at least twenty-four (24) hours prior to the student in question entering a new setting, provided that such provision shall not be interpreted to exclude students from classes. In addition, consistent with FERPA, all employees directly involved with providing services to a student who has a history of violent behavior shall be provided regular updates and information related to the schedules, plans, and behaviors of the student (including notice of changes in student schedules prior to the start of the school day, whenever possible).
- F. Any employee who is threatened with bodily harm by an individual or a group while carrying out the employee's assigned duties shall notify the appropriate administrator as soon as reasonably possible. The administrator shall notify the Superintendent or the Superintendent's designee of the threat and take immediate steps in cooperation with the employee to provide every reasonable precaution for the employee's safety. Precautionary steps shall be reported to the Superintendent or the Superintendent's designee at the earliest possible time.
- G. Staff who want to increase knowledge and skills for supporting students with behavior escalations may work with their administrative supervisor to access training on systems of support, interventions, or strategies and be provided release time and/or compensation for attending such training.
- H. In the event a workspace is damaged by disruptive and/or violent student behavior, appropriate measures will be taken to replace and/or repair damaged property and support impacted employees.

Section 8 – Student Discipline

Discipline shall be enforced fairly and consistently regardless of race, nationality, creed, sex, or marital status.

It will be the responsibility of each building principal to confer at least annually with all employees in their building for the purpose of developing, reviewing, or both, building discipline standards and uniform enforcement of those standards. These standards shall be written and copies shall be given to each employee. Where necessary, training shall be provided to assist employees in enforcing building discipline rules.

Building administrators and employees who are responsible for discipline, as defined in their job descriptions or as written in building discipline standards, shall cooperate in maintaining discipline by the application of written procedures specified in District policies, rules and regulations, and in building discipline standards for students K-12, on the school campus or at school-sponsored activities. Employees shall be supported by the Board, Superintendent, and administrators when employees are enforcing building discipline standards and District disciplinary policies.

Section 9 – Non-teaching Duties and Emergency Substitute Teacher Coverage

The District acknowledges that a teacher's primary responsibility is to teach.

Certificated staff shall not be required to:

- Perform supervision of cafeterias at the elementary, middle and high schools except as part of a teaching assignment.
- Collect money from students at the middle and high schools.
- Supervise hallways and/or bus loading at the secondary level on a regular basis.
- Supervise the study hall except as part of a teaching assignment.

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- Transport students in a private vehicle to activities which take place away from the school building.

By law, District administrators are responsible for ensuring that all students are under the supervision of a certificated employee when in a classroom. Because of a substitute shortage, District administrators may need to assign certificated staff to supervise classes that are not a part of their teaching assignments.

In emergencies, an administrator or designee may request only certificated employees to cover classes that are not a part of an employee's regular teaching assignment. When the District must assign certificated staff to cover classes or programs that are not a part of their teaching assignment, efforts shall be made to assign coverage on an equitable basis.

Administrators may cover a class in an exceptional circumstance on a casual basis, when no certificated employee is available.

Arrangements for class coverage may be made on a voluntary basis among certificated employees with the building principal's approval. To permit attendance at specific professional programs or regional or state interscholastic sports' activities, arrangements to use other certificated employees to cover classes may be initiated by the staff in cooperation with the principal.

All certificated staff who cover a class *in lieu* of planning time or a previously scheduled class will receive compensation at the certificated hourly rate.

In some instances, a teacher who has a planned absence to conduct school business will need to return to the classroom when not enough substitutes are available. If a planned school business absence is rescheduled, the impacted teacher may receive up to one (1) hour of compensation at the certificated hourly rate for the time to plan for the substitute following supervisor's approval.

Elementary Classroom Coverage

When a substitute teaching position is not filled, the impacted school principal or designee will consider the following classroom coverage options, placing emphasis on minimizing impact to the instructional day.

- Instructional Coaches
- Teacher Librarians
- Art Specialists

When a Teacher Librarian's or specialist's teaching assignment (Art, Music, and P.E.) cannot be covered with a substitute teacher, the classroom teacher who misses planning will receive compensation at the certificated hourly rate.

In rare cases where no certificated employee has been assigned to cover the class, the students will be temporarily assigned to other classrooms. Teachers will receive compensation at the certificated hourly rate for the time spent teaching the additional students from the impacted class.

Section 10 – Employee Tools and Equipment

Employees shall not be required to furnish their own tools and equipment.

Section 11 – New Employee Orientation

- A. Each new employee shall be given an orientation which includes, but is not limited to, the following:
 1. Website location of this Agreement and a job description;

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2. Hours, location of work, school calendar, job responsibilities, and placement step on the salary schedule;
 3. Instruction on required permits and/or licenses for the position;
 4. Explanation of insurance plans and options;
 5. A personal introduction to supervisory staff;
 6. Required qualification courses and training programs; and
 7. Authorization for deduction of Association membership dues and assessments.
- B. By June 30, the District will provide MIEA President notice of dates for planned Human Resources certificated orientation(s) that will occur before the start of the next academic year. These dates could occur at any time between July 10 through August 31. The District will provide the MIEA President with advance notice of any canceled dates. During the school year, the District will inform the MIEA President in advance as soon as practicable after it has confirmed a new employee's orientation date and time.
- C. Upon request, the District shall provide the Association President or designee, and the WEA UniServ Council-designated representative, with employee information for those employees issued a co-curricular and/or Coaching Extra-Curricular contract.

Section 12 – Certificated Workday

The workday of a 1.0 FTE certificated employee shall be 7.5 consecutive hours, while a part-time employee's workday is calculated on a pro rata basis. The only exception shall be at the secondary level when the staff and the site decision making body agree to a modification of the schedule which results in an irregular length of the teacher's instructional day; however, the total number of hours a secondary certificated employee works cannot be more than 37.5 hours for one week (five working days) for full-time employees and a pro rata number of hours for part-time employees. The workday shall be adjusted to meet Basic Education Act (BEA) compliance as calculated by the District. The Association may consult and confer with the District on the BEA contact time if the Association chooses to do so.

Certificated employees teaching in elementary schools shall receive fifteen (15) minute relief periods both morning and afternoon. All certificated elementary employees shall be provided no less than two hundred ten (210) minutes of preparation within a five-day school week. These two hundred ten (210) minutes are calculated within the student instructional day. The present practice within the District regarding middle school and high school preparation time will not be changed during this Agreement.

Elementary classroom teachers will begin the student contact day no more than five (5) minutes before the students' day begins.

Fall conference time for elementary teachers shall be allotted at the rate of twenty-five (25) minutes per student. Upon approval of the employee and agreement by the principal, fall and spring conferences can be scheduled outside the regular workday.

Compensation will only be paid for regular and routine professional responsibilities performed outside the certificated workday in accordance with Article V, Section 2, and Article X, Section 2. However, it is the intent of this Agreement that all parties make reasonable efforts to conduct these activities within the certificated workday. When circumstances necessitate a teacher's attendance outside the normal school day, the teacher may request prior approval from the administrator or appropriate District level administrator for compensatory time, incidental leave or other alternatives which the administrator and employee may deem appropriate.

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Certificated teachers who attend a workshop, seminar, or clinic related to their employment responsibilities shall receive full reimbursement from the employer for tuition, books, meals, lodgings and transportation. The determination as to whether an employee will attend a workshop, seminar, clinic, or class will be made by the employee's immediate supervisor and the appropriate District level administrator.

Elementary Specialist Schedule

Elementary music, Spanish, and P.E. specialists will be assigned to no more than 1,200 minutes of instruction per week. A specialist will only be assigned to teach one class at a time with no more than nine (9) teaching sections per day. When overload sections arise, the specialist may agree to accept additional FTE for up to a total of 1.056 FTE at a pro rata amount.

Elementary teacher librarians will provide a minimum of one thirty (30) minute planning period per week for classroom teachers.

Section 13 – Distribution of Paraprofessional Time

The staff in respective buildings shall have the opportunity to provide input into decisions about use of aide time. Paraprofessional time should be related to direct classroom assistance.

Section 14 – Professional Working Conditions

Classroom Overloads

The District and the Association recognize the importance of class size and its impact on student learning. The parties are committed to staffing class sizes at the levels necessary to maximize state funding for teacher allocations.

The following student maximums shall be in effect for a 1.0 FTE classroom teacher, except as otherwise allowed by Site-based councils or this Agreement:

Grade	K	22 FTE students
Grades	1 - 3	22 FTE students
Grades	4 - 5	26 FTE students
Grades	6 - 8	150 Total students and no class shall be larger than 35 students; beginning in the 2021-22 school year, no class shall be larger than 33 students
Grades	9 -12	150 Total students and no class shall be larger than 35 students; beginning in the 2021-22 school year, no class shall be larger than 33 students

Classes assigned to a portable classroom will have a maximum of one (1) fewer students from the above maximums. Split classrooms at the elementary level will have a maximum that is one (1) less than the youngest grade level in the split class. Overload numbers shall be prorated for part-time FTE teachers.

Before impacting any teacher and classroom with students which would exceed the above numbers for each FTE classroom teacher, the building administration shall make reasonable effort to adjust classes and class schedules for balance.

The teacher will receive additional compensation if the teacher's classroom numbers exceed the above maximums as follows:

Elementary	\$750 per student/per semester that exceeds the above numbers.
Middle School	\$100 per student/per trimester that exceeds the above numbers.
High School	\$150 per student/per semester that exceeds the above numbers.
K-5 Specialists*	\$30 per student/per semester that exceeds the above numbers.

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*K-5 Specialists include: Music and PE specialists, Art, and Library/Media Specialists

This compensation shall be paid in January and/or June. Compensation shall be prorated if the overload is for part of the semester or trimester. Any teacher of a single secondary class larger than 32 students is entitled to the compensation above for each student above 32, provided the teacher does not otherwise qualify for overload under the daily load formula.

The teacher may elect to receive additional instructional assistant time in lieu of compensation identified above. For each one full (1.0) FTE student which exceeds the above numbers, the District shall provide instructional assistant time as follows:

Elementary	60 minutes each day
Middle School	15 minutes each day
High School	15 minutes each day
K-5 Specialists	15 minutes per week

Excluded from these are traditional large classes, such as PE/Health, study hall, debate, outdoor fitness, instrumental and all secondary music. Teaching assistants are not included in class size.

Class size shall be measured no earlier than October 1 at all schools. In addition, class overloads shall not be measured at the high school during the first fifteen (15) calendar days of the second semester. The District will have ten (10) working days to lower the class size before the above options will become available.

The parties agree that class safety is a paramount concern. Any teacher who has a concern about safety or the effective use of space due to class size, including any teacher with a “traditional large class” excluded from the class size maximums above, should consult with the teacher’s building principal to explore possible remedies at the earliest possible opportunity. The employee shall have the right to Association representation at these meetings.

IEP/ELD Classroom Support

If a classroom teacher has a combination of ELD and/or IEP students greater than four (4) in grades K-5 and six (6) in grades 6-12, the District will provide paraeducator** time to that classroom. A student with a 1:1 paraeducator assigned exclusively to that student will not be included in the overload count. Students who qualify for speech/language services in grades K-2 are included in the overload count. Decisions to include students who qualify for speech/language articulation services only in grades 3-12 will be made by mutual agreement between the SLP case manager and building administrator based on the individual needs of that student and class. The building administrator shall consider the balance between individual classes when assigning students to classes and will make every reasonable effort to schedule the overload paraeducator time during classroom instructional time in grades K-5.

**Foundation classes at the secondary schools may have a Special Education teacher provided instead of a paraeducator.

ELD Teacher Overloads

The ELD caseloads will be monitored quarterly at the Association President and Human Resources Meetings.

Preparation for Paraprofessionals: The building administrator shall facilitate a meeting with appropriate certificated staff for paraprofessionals new to a classroom position. This meeting shall review job descriptions and provide time for training of paraprofessionals by appropriate staff members, using the paraprofessionals’ 24 hours of optional work/training hours. This meeting shall occur within one month of hire.

Preparation for Educational Staff Associates (ESAs): All ESA employees who work in two (2) or more schools shall be assigned a “home” school by the employee’s supervisor. The building principals who

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share ESA employees shall annually convene a meeting of shared employees to clarify schedules, job expectations, and to provide information regarding access to supplemental contracts, faculty meetings and other rights and privileges of employees in the home school.

IEP Guidelines: The District and Association acknowledge the increasing number of special needs students and requirements of IDEA regarding the provision of a free appropriate public education. To address the increased workload accompanying such requirements, the Association and District will collaboratively create guidelines regarding evaluations and IEPs. The guidelines will include provision of an agenda, advance communication to IEP team members and parents, and efficient scheduling of evaluations and IEPs throughout the year. The guidelines will be in accordance with Federal and State law and Board policy.

In consultation with those involved, all reasonable efforts will be made to schedule IEP meetings during the contracted workday. Classroom teachers participating in IEP meetings thirty (30) minutes beyond the contracted workday will be time-carded at the certificated hourly rate.

Preparation for SpEd/Generalist Co-Teaching: A co-teaching assignment is defined as a class taught in a shared classroom with a general education teacher and a special education teacher in order to take advantage of the expertise each professional brings to the partnership. Optional training and/or coaching will be made available to help facilitate the co-teaching partnership and instructional practices. Both teachers will be provided thirty (30) hours at the certificated hourly rate or four (4) release days for additional collaborative instructional planning time. An additional fifteen (15) hours will be provided for each additional content area co-taught by the same co-teacher team. Such classes are not subject to Article IV, Section 14. Any co-teaching assignment will include a written plan by the co-teachers of the division of responsibilities for entering grades, other class responsibilities, and the plan for the use of any trainings, release days or collaboration time. Prior to implementation, the plan will be submitted to the building administrator as well as the Special Education/Service Director for approval. Such plans and/or approval shall not be unreasonably made or withheld.

Section 15 – Building Cabinet

The District and Association recognize the value of professional experiences, knowledge and insights of the educators who staff each school, and the shared ownership of the staff and the administration in the success of the school. Staff input into building-based decisions is valued. Cabinet members contribute and share in the success of the school and engage in professional discourse around school improvement and professional practices. The Building Cabinet provides guidance and feedback on building level initiatives, professional development and identifies and addresses concerns at the building level.

The Building Cabinet shall include grade level, specialist, and/or department representatives selected by the principal after seeking input from staff and consulting with the Association building rep(s). A minimum of seven (7) certificated cabinet positions will be funded by the District at each elementary school; eight (8) at the middle school; and ten (10) at the high school. Each certificated cabinet member will receive a stipend according to the certificated supplemental salary schedule in Appendix B. Other non-supervisory certificated employees may be invited and included in cabinet meetings when topics are relevant to the employee's areas of expertise and will be time-carded at the certificated hourly rate for the employee's participation.

Every school year, each Building Cabinet shall establish and publish norms for building meeting agendas, recording notes and decisions made in meetings, and communicating results of meetings to the entire staff.

Section 16 – Site-based Council

A site-based council may be formed at each of the seven (7) sites (Maintenance & Operations Building and each of the six (6) schools) whose purpose shall be to create a process for collaboration at the local

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level for issues limited to that particular building. The principal/site administrator shall be responsible for establishing and facilitating the work of the Site Council.

When site-based councils are established, council members shall be selected or elected by their constituent groups and shall include parents, community members, certificated and classified staff and, where appropriate, students.

The council in a given site shall establish written procedures for the conduct of the council and its business; make provision for conducting council meetings, determining the number of meetings, publishing agendas and minutes.

Site Council memberships are supplemental contracts pursuant to RCW 28A.400.200(4).

The ratio of certificated/classified positions will be equal to the number of parents, administrators and/or students.

Authority of the site-based council shall be subject to and consistent with state law, budget amounts, and the Collective Bargaining Agreement.

Section 17 – Professional Involvement

- A. In order to ensure collaboration and communication, the District and the Association agree to create a committee of teachers and administrators to investigate emerging, urgent and strategic District needs; advise and make recommendations to the Director of Learning Services for the management and implementation of District instructional initiatives and policies. The Association will collaborate with the District in appointing teacher leaders, including an Association representative, to the committee whose number shall be equal to the number of administrators. Annual review of membership and charges will be subject to joint review by the District and Association.
- B. In accordance with RCW 28A.320.230, the Board is legally responsible for establishing a policy for approval of instructional materials used in the implementation of the District's instructional program. The District shall consult with and seek input from the Association before making any changes in administrative procedures related to the adoption of instructional materials.

At a minimum, the administrative procedure shall include:

1. Appointment of non-supervisory certificated employees to the instructional materials committee (IMC) by the Superintendent after soliciting recommendations and input from the Association President;
2. At least nine (9) non-supervisory certificated employees on the IMC;
3. Ad hoc curriculum review committees with majority membership from nonsupervisory certificated employees prior to consideration of new core curricula by the IMC;
4. Consideration by curriculum review committees and the IMC for system capacity for implementation of new curricula (available instructional time; workload impacts on educators; workload impacts on students; necessary training for successful implementation; and financial resources to support the purchase and implementation); and
5. A process for soliciting feedback from educators following the first and/or second year of implementation of new core curricula.

Section 18 – Drug Free Workplace

The parties commit to working together to support programs that foster a safe and drug-free workplace and learning environment.

The District is committed to and the Association is supportive of providing all employees with information required by the Drug-Free Workplace Act, specifically the dangers of drug abuse and the penalties that may be imposed for drug abuse violations and information about the District's wellness program.

In the event that any bargaining unit member is alleged to have violated Board Policy 5201, the employee retains the rights and protections set forth in the parties' Collective Bargaining Agreement, and in law, and the parties agree to follow applicable provisions of the Collective Bargaining Agreement and applicable laws, rules and regulations.

The parties agree that when employees are concerned about prescribed medications that may adversely affect an employee's ability to safely and productively perform the functions of the employee's job, they are encouraged to discuss those concerns with a licensed medical practitioner.

Any staff member who violates any aspect of Board Policy 5201 may be subject to disciplinary action. As a condition of eligibility for reinstatement, an employee may be required to satisfactorily complete a drug abuse assistance and/or rehabilitation or treatment program approved by the District, at the employee's expense; however, an employee who is found to have engaged in any behaviors described in Board Policy 5201 is not guaranteed reinstatement, nor does the District incur any financial obligation for treatment or rehabilitation ordered as a condition of eligibility for reinstatement.

In the event an employee is found to have engaged in behaviors prohibited in Board Policy 5201, the District may, in its discretion, notify law enforcement agencies and/or take such other action as the District deems appropriate pursuant to applicable laws, regulations, Board Policies and Procedures and consistent with this Agreement.

Section 19 – Special Education, ESA and 504 Coordinator Workload and Incentives

A. SLP Caseload

The caseload maximum for each 1.0 FTE Speech and Language Pathologist (SLP) shall be 45 students. Before assigning a student to any SLP with a caseload that exceeds this ratio, the District shall make reasonable efforts to adjust caseloads between employees for balance. Students receiving thirty (30) minutes or more of direct or related services per month by the certificated specialist will be counted for the caseload.

Caseloads shall be measured no earlier than October 1 for all schools. The District will have ten (10) working days to redistribute caseload before incurring the cost of an overload remedy. The remedy will be measured as 1.5 hours of the certificated hourly rate per month for each month in overload. Caseload goals will be prorated by the employee's FTE (e.g., a 0.6 FTE SLP will have a caseload of 27 before being considered in overload).

B. School Psychologist Caseload

The District shall staff school psychologists sufficient to provide a P-21 districtwide average of at least a 1050:1 student to psychologist ratio. Within the available staffing, the District shall make reasonable efforts to adjust caseloads for balance. If the actual number of students exceeds the psychologist staffing for the District using the ratio above, the District shall within ten (10) school days offer additional FTE to existing part-time psychologist staff in the District, if any, and if declined or unavailable, to existing 1.0 FTE psychologists up to a maximum of 1.2 FTE per school psychologist.

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Each school psychologist will be given a supplemental contract for at least five (5) additional days at the certificated hourly rate to complete job-related tasks outside the normal work year.

C. Release Days

Each SLP and special education teacher shall be provided three (3) release days per year (prorated by FTE) or twenty-one (21) hours of additional paid time at the certificated hourly rate, or an equivalent combination of both, to prepare IEPs, develop assessment reports, monitor student progress and/or hold meetings with parents. For special education teachers, such days shall be subject to the availability of substitutes and scheduled in advance with the site administrator who will verify substitute availability before approval. The selection of release time or paid time will be at the employee's discretion. The ability of a special education teacher to take a release day is subject to substitute availability and must be scheduled in advance. Release days must be taken in half-day or full-day increments and cannot be used on Fridays or school days adjacent to a break or holiday in the school calendar. For SLPs, such days shall be scheduled in advance with approval from the District's special education administrator to minimize the impact on direct services to students. Additional paid time can be worked in half-hour increments. If any part of the release days are not used by the end of the school year, the balance will be paid at the certificated hourly rate within the August payroll warrant.

D. Special Education

- 1. Workload Stipend:** A \$3,000 responsibility stipend, prorated by FTE, will be paid on a supplemental contract for any P-21 special education classroom teacher or ESA (SLP, OT, PT, BCBA, LMHC, or school psychologist) for responsibilities related to preparing IEPs, developing assessment reports, completing other required special education paperwork and/or holding meetings with parents outside the normal workday and work year.
- 2. Preparation Day:** All employees provided the workload stipend in paragraph 1 above, except school psychologists, shall be given a supplemental contract, prorated by FTE, for one (1) additional classroom/program preparation day at the certificated hourly rate to complete program schedules, prepare IEP-at-a-glance documents, and/or prepare learning spaces for the first day of school. Employees who believe they need additional time may request such time with the Director of Special Services.
- 3. Special Services Pre-Service Day:** All employees provided the workload stipend in paragraph 1 above shall be provided at least one half-day (3.5 hours) at the certified hourly rate for District-provided information, updates, and training each year prior to the first day of school. This optional pre-service day will be calendared along with the other days in the student calendar.

E. ESA Certifications

Each ESA staff member who has been awarded and maintains the professional recognition of one of the following specific national or state credentials will be paid an annual stipend of \$1,000, prorated by FTE:

Nurse:	National School Nurse Certification
Occupational Therapist:	National Board Certification in Occupational Therapy
Physical Therapist:	National Physical Therapy Exam
Speech Language Pathologist:	Certificate of Clinical Competence
Psychologist:	National Certificate in School Psychology or American Board of Professional Psychologist Diplomate
Board Certified Behavior Analyst:	Behavior Analyst Certification Board Certification
Licensed Mental Health Counselor:	Licensed Mental Health Counselor (LMHC)
	Licensed Mental Health Counselor Associate (LMHCA)
	Licensed Independent Clinical Social Worker (LICSW)

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Licensed Social Work Associate Independent Clinical (LSWAIC)
Licensed Marriage and Family Therapist (LMFT)
Licensed Marriage and Family Therapist Associate (LMFTA)

F. Secondary Counselors

School counselors play a critical role in maximizing K-12 student outcomes, including those related to attendance, academic achievement, high school graduation, postsecondary readiness, and social-emotional development. Research shows that lower counselor-to-student ratios enable counselors to work more closely with students and address their unique needs, and that school counselors should be able to use their time to provide direct and indirect services to students.

Counselor Workload

Counselors shall not be required to work as the core schedule coordinator at their school, but may provide input as requested or offered.

G. Section 504 Coordinators

The District and Association recognize the critical role certificated educators play in the planning, documentation and implementation of necessary accommodations for students with disabilities under [Section 504 of the Rehabilitation Act of 1973](#). Plans with primarily a physical health component are often managed by school nurses. To assist in the coordination and compliance with other student Section 504 plans, the District shall staff each elementary school with at least a 0.2 FTE certificated staff member and staff the middle school with at least a 1:375 student staffing ratio. The high school shall be staffed with sufficient ESA counselor staffing to provide at least 0.4 FTE above a 350.1 student/counselor ratio for coordination of student 504 plans.

ARTICLE V – PERSONNEL ACTIONS

Section 1 – Individual Employee Contracts or Letters of Assignment

Availability of Individual Contracts for Signing - Individual contracts will be made available by June 1 to be signed and returned within ten (10) calendar days or prior to the last day of school, whichever is later, except in the years in which the state legislature has not finished the state appropriations act prior to the end of the first regular session, in which case contracts will be issued no later than June 15. New hires may be offered a contract at time of job offer.

The District shall provide each certificated employee with a website link to this contract in conformity with Washington State Law, State Board of Education regulations, and this Agreement, except for substitutes who have not been issued a limited contract. Employees who are replacing a person on a leave of absence for more than forty-five (45) consecutive days, as defined within the leave section, shall be issued a limited contract.

Monthly Time Report: No monthly time report from an employee may be submitted to payroll for payment with a request dated more than thirty-one (31) days prior to the date the report is filed (given to the employee's administrator/supervisor or designee) or the date of the last payroll cutoff, whichever allows the most time.

Section 2 – Supplemental Contracts

- A. In accordance with RCW 28A.405.240, employees may be issued supplemental contracts for assignments in addition to their basic contract. Splitting the assignment of a supplemental position may be initiated by employees and granted through mutual agreement of the employees and the District. Supplemental contracts will only be issued to employees for the positions and paid in the amounts as found in Certificated Supplemental Salary Schedules (See Appendix B: Schedules). The supplemental schedule in Appendix B shall remain the same as the 2021-22 school year.
- B. To create a position that is not currently on the supplemental schedule, the following process will be followed:
 1. At the building level, a proposal for establishing a new supplemental position is presented to the Site Council/Building Cabinet, along with a salary schedule placement recommendation. The Site Council/Building Cabinet will deliberate and forward a recommendation to the principal.
 2. Upon receiving a recommendation from the building principal or District administrator, the Superintendent/designee will discuss the recommendation with the Association and consider a letter of agreement authorizing the position and salary.
- C. Appointment shall be by the Board upon recommendation of the Superintendent. The Superintendent shall have received a recommendation from the building principal. The appointment shall not be a part of the basic teaching contract and, as such, shall not be subject to the continuing contract law. The appointment shall be for one (1) year.
- D. Prior to June 1 of any contract year, the employee will be given a written statement of intent to be recommended for rehire or not be recommended for rehire to the position the employee has previously held.
- E. When a new position has been created or when a present position is vacated, the following procedure shall be followed:

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1. Each position will be advertised. The extent of advertising may be dictated by the position to be filled. The minimum level of advertising shall be within the building to which the position is assigned. All vacant coaching positions, head and assistant, shall be posted throughout the District. In the event that teaching positions are to be filled as well as the supplemental positions, advertising will be handled by the appropriate District administrator. Deadlines for applying shall not be less than five (5) days from the date of advertisement.
 2. In addition, criteria for selection will be established and a written recommendation as to the best candidate will be sent to the Superintendent.
- F. For the 2023-24 school year, the salary schedule rates in Appendix B for the Certificated Supplemental Salary Schedule shall be adjusted by 5.5%.

Section 3 – Release from Contract

An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent's Office.
2. A release from contract shall be granted provided a letter of resignation is received by the day following the last day of school.
3. A release from contract after this date (paragraph 2 above) may be granted by the Superintendent.
4. A release from contract shall be granted in case of illness or other personnel matters which make it impossible for the employee to continue in the District.

Section 4 – Assignment, Vacancies, Voluntary Transfers and Involuntary Transfers

Assignments: The District has an obligation to assign employees on the basis of their qualifications and to take into account the interests and aspirations of the employees. Employees shall be assigned on the basis of their qualifications and certifications in accordance with the laws of the State of Washington and regulations of the State Superintendent of Public Instruction.

Supervisors are encouraged to consult employees regarding assignments. If it is determined that a change in assignment will be made, the employee will be notified of the employee's assignment as soon thereafter as possible in writing. The notification will include the position, building or buildings, salary and other pertinent facts concerning the assignment.

Supplemental positions shall not be obligatory but shall be made with the consent of the employee. Preference in making such assignments shall be given to employees under contract.

Reasonable effort will be made to assign employees who are to work in more than one building in such a manner that inter-building travel is minimized.

Vacancies: A vacancy may be filled by the voluntary transfer of an employee. The District will only advertise the vacancy in the District if the position has not been filled by a voluntary transfer.

Notices of vacancies for positions within the bargaining unit will be posted on the District website. This notice will include a job description and a set of qualifications necessary for the vacancy. All candidates will be evaluated in regard to the job description and qualifications statement. Employees will be given five (5) days after the notices are posted to apply for the vacancy. All employees who meet the written qualifications shall be granted an interview before the position is filled. Employees interviewed shall be

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notified in writing as to whether they were selected or not. Employees not receiving the job will be given the reasons they were not selected if they so request.

Voluntary Transfer: At any time an employee may initiate a request for voluntary transfer. This request shall be in writing and must indicate the position(s) to which the employee wishes to transfer. The employee may withdraw a transfer request any time prior to the notification of transfer by providing written notice to the appropriate District administrator. Written requests for transfer expire on November 30 each year and must be reinitiated by the employee.

Involuntary Transfer: In the event that a vacancy is not filled, the District will follow the following procedure prior to exercising an involuntary transfer:

1. Identify the appropriate seniority classification from which the vacancy needs to be filled;
2. Notify all employees within that seniority classification of the vacancy in writing and/or in person, whichever is most appropriate, and solicit from them a voluntary transfer;
3. If there is not an acceptable volunteer, the District will exercise the involuntary transfer action; and
4. Volunteers will not be sought when employees have been retained at another level or subject department due to reduction in force (RIF).

Whenever a certificated employee is involuntarily transferred by either: (a) a change in level (i.e., primary [K-3], intermediate [4-6], middle school [7-8], and senior high [9-12]) or (b) a change of three quarters (3/4) or more from one subject department to another subject department, the District will notify in writing the Association and the designated employee of the rationale for the involuntary transfer. This rationale will include the necessary qualifications for the vacant position, a list of those employees within the District who meet these written qualifications, and the reason why seniority was not used if, in fact, that is the case. The employee is to be given consideration of the employee's wishes and request. The District will have explored alternative solutions.

Employees previously assigned involuntarily shall not be assigned involuntarily again within two (2) years of the previously held position.

No certificated employee who has been involuntarily transferred shall be placed on probation during the employee's first year in a new position.

Section 5 – Direct Deposit of Wages Paid

All District employees shall register their bank name, bank address, and account number with the District so that their monthly wage shall be deposited directly into their bank account.

Section 6 – School Calendar

The school calendar shall be bargained and shall include one hundred eighty (180) student school days; three (3) professional development days described in Article X, Section 1.C; one and one-half (1½) days of preparation time described in Article X, Section 2.B.1; and one (1) District Technology Day described in Article X, Section 2.B.2. The calendar will be developed no later than May 1 of the prior school year. (See Appendix B)

Changing District Directed Early Release/Late Start Days: The MIEA Association President, and/or their appointed building designee, may enter into a Mutual Letter of Agreement with a building administrator for the purpose of changing designated District Directed Early Release/Late Start Days for a building.

Section 7 – Industrial Insurance

The District will pay 100% of State Industrial Insurance premiums.

Section 8 – Insurance Benefits

A. School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined in SEBB regulations. SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. With proof of insurance, an employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

B. Benefit Plans

Benefits presently offered by the District through the SEBB include but are not limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia; and
- Medical

Employees are eligible to participate in the SEBB-offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

C. Dependent Coverage

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 handicap who are not capable of self-support are dependents covered within the SEBB programs.

Should an employee have dependent(s) who were covered by insurance as of December 31, 2019, but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll the dependent(s) at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

D. Eligibility

Employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All compensated hours in any position within the district during the school year shall count for purposes of establishing eligibility.

Employees whose eligibility is presumed based on SEBB Resolution and/or WAC provisions regarding hours worked in the previous two (2) school years shall be offered benefits. Employees who are hired after September 1 but are anticipated to work 630 hours or more the following year

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shall be offered benefits coverage based on applicable SEBB Resolution and/or WAC provisions regarding "mid-year hires."

In the absence of an applicable SEBB Resolution or WAC, eligibility of employees on unpaid leave status will be determined by the parties on a case-by-case basis. The District shall notify the Association and the parties shall review the circumstances of any eligible employee on unpaid leave whom the District anticipates will become ineligible for benefits due to the unpaid leave status. Such notice and review shall occur reasonably in advance of any action by the District to terminate the affected employee(s) benefits.

E. Benefit Enrollment/Start

Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours or more in a school year, except during the month of September when the employee's benefit coverage will begin in September if the employee meets the eligibility criteria.

F. Continuity of Coverage

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is 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 the eligibility criteria during the school year, the employee shall be offered benefits coverage beginning in the month following this establishment of eligibility.

G. Benefit Termination/End

Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the student school year, benefit coverage will continue through August 31 unless the employee elects an earlier resignation effective date. Any exception shall be determined on a case-by-case basis and confirmed by the parties.

H. Collaborative Review Process

The District shall provide the Association with courtesy copies of notices provided to employees deemed ineligible for benefits, as well as the District's rationale for such ineligibility. The District shall provide the employee notice and the Association courtesy copy concurrently. The parties will meet as necessary to discuss any questions related to these decisions.

I. Legislative Changes

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or makes changes to the insurance coverage provisions, either party can reopen this agreement for negotiation over the changes to the extent permitted by law.

J. Interpretation and Appeals

The provisions in this Article V, Section 8 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.

Any SEBB decisions made by the District that an employee seeks to challenge shall be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 (or other applicable WAC) rather than the grievance procedure in Article IX of the Collective Bargaining Agreement.

Section 9 – Contract Termination Compensation

Certificated employees who have worked five (5) consecutive years for the District and submit a letter of resignation to the appropriate District level administrator by February 1 for the purpose of resigning after the end of the current school year will be given a supplemental contract for \$1200. The effective date of resignation will be August 31 of that District fiscal year unless the employee elects an earlier resignation effective date. Compensation under this section shall be for the termination of employees contract rights and shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state as specified in RCW 28A.400.220(2).

Section 10 – Travel Reimbursement

Employees shall be reimbursed according to Board Policies and Procedures.

Section 11 – Incidental Release Time

For a good cause, the principal or department supervisor may release an employee for a period not to exceed two (2) hours or one-fourth (1/4) of the obligated workday, whichever is less, when a substitute is not required. Release time as granted by this clause need not be reported on the Monthly Employee Absence Report for certificated personnel.

Section 12 – Certificated Pay – Hourly Rate

The hourly rate for certificated employees performing additional work, including part-time District employees substituting within the district, is \$40 per hour. The hourly rate for certificated employees teaching summer school is the employee’s per diem hourly rate.

Section 13 – Certificated Salary Adjustments

The following dates are for notification and confirmation for salary adjustments:

- June 30 Last date to notify the District personnel office of the employee's intent to take academic credits for recognition on the State-wide Allocation Schedule.
- August 4..... Last date to provide the District personnel office with official transcript(s) for the first (early) adjustment period for placement on the State-wide Salary Allocation Schedule (only employees who clearly qualify for the State-wide Salary Allocation Schedule are eligible for the early adjustment opportunity in September). The District will decide whether an employee clearly qualifies to move to the State-wide Salary Allocation Schedule at this early adjustment period. Employees who expect a lane change but have not completed course work or don't have official transcripts as of August 4 still have until October 15 to meet the second adjustment period.
- October 15 Last date to provide the District personnel office with copies of official transcript(s) for the second adjustment period for advancement on the State-wide Salary Allocation Schedule. This salary increase will be retroactive to the beginning of the school year.

Employees new to this District shall present official transcripts of credits completed.

Section 14 – AM/PM Pre-school, Health Care Plan Preparation, Orientation Days, District Required Classroom Moves, and Overnight Field Trips

AM/PM Preschool: All preschool teachers will be issued a supplemental contract for five (5) days work at per diem for preparation of report cards, conferences, and to meet to coordinate curriculum. In addition, in order to facilitate the participation of any part-time afternoon preschool teachers in these monthly meetings, the District will provide one additional half-day of substitute time per month on early release days for those teachers.

Health Care Plan Preparation: Nurses will be provided with a supplemental contract for three (3) additional contract days for health plan preparation and maintenance, new student enrollment, parent meetings, review of immunization, etc. prior to the start of school in order to meet federal requirements. This time will be scheduled at the employee's discretion. With supervisor approval, nurses may timecard one (1) additional day, if needed, to complete health care plans and other required tasks.

Orientation Days: New employees shall be provided two additional supplemental days to attend a two-day orientation prior to the start of the school year. This two-day inservice period shall provide orientation time both at the District and at the school level. Employees hired after September 1 shall be provided only one (1) supplemental day for orientation. Orientation shall include appropriate Association presentation(s).

Compensation for orientation days shall be calculated on the following basis: The rate per day shall be a factor of .0056 of the highest salary on the statewide salary allocation schedule rounded up to the nearest \$5.00. The daily rate of pay shall not be less than \$335.

District Required Classroom Moves: Employees will be provided additional pay when required to move to a different classroom. Compensation shall be at the certificated hourly rate and shall be 7.5 hours for packing up the room at the end of the school year and 7.5 hours for setting up the new classroom at the beginning of the new school year. The fifteen hours (15) may be shared with a classified staff member, with supervisor approval. Employee requested moves shall not be compensated.

Overnight Field Trips: Employees are not required to attend overnight trips.

Employees will be provided an additional \$200 a night for school sponsored, whole grade level or department level, curriculum approved overnights on contracted and non-contracted workdays. An additional \$200 will be paid for each non-contracted workday. A "night" starts at the ending time of the employee's contracted workday and lasts until the start time of the employee's contracted workday.

An additional person responsible for the health/emergency care for students will be in attendance.

This stipend does not extend to staff members who oversee clubs, sports, or teachers who are currently on a stipend that takes into consideration overnight field trips.

Section 15 – Early Release and Late Start Days

The District and the Association recognize that in order to address common priorities, goals and accountabilities additional time is required for planning, collaboration, professional development and communication. Release time for this work will be designated on the calendar (Appendix B). Elementary and middle schools will have early-release and the high school will have a late start. Days will be designated for either teacher directed work or district/building directed work. On teacher directed days, use of this time will be at the discretion of teachers, their teams and departments in consultation with their principals to address:

- Developing and implementing curriculum improvements
- Knowing and teaching the adopted curriculum
- Identifying and addressing the learning needs of students

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- Mentoring and supporting new teachers to the District
- Professional staff development
- Improving teaching practices
- Implementing school improvement initiatives
- Implementing strategic planning initiatives
- Meeting in Professional Learning Communities (PLCs) where clock hours may be available

The District will have thirteen (13) days per year to use for District-directed work. No more than one (1) District-directed day will be scheduled in each February and December. The work on two (2) of the District directed early release/late start Wednesdays will be determined by job-alike (e.g., grade level, departmental, CISS, etc.) teams in collaboration with their administrator for work centered around a building's school improvement plan or other building or District initiatives.

For high school part-time staff, the teacher directed and district/building directed work may occur before or after the part-time employee's contracted workday on the designated day or on an alternate day within the workweek. The District recognizes and supports the need for flexible hours due to the irregularity of the building schedule and for personal reasons known to the part-time employee (see Article IV, Section 12 above). Affected employees will arrange these alternate schedules with their supervisors.

The Association and District believe that a climate of respect and trust between administrators and educators is essential in developing a successful program of training and professional development opportunities. Accordingly, administrators and educators will plan professional development that is collaborative, timely, relevant, and efficient.

The District will provide the following information and opportunities for staff:

- District will post a list of mandated trainings
- Principals will publish a tentative scope and sequence of meetings for the year
- Principals will publish a plan of trainings and meetings for the upcoming month following a Principal's Advisory Committee meeting
- District and Principals will identify which trainings and meetings are mandatory or voluntary

Staff will be given the opportunity to provide feedback to guide trainers, future planning and school improvements initiatives through their Principal Advisory Committee. Building and District meetings will not be held during teacher directed release days except for District curriculum team meetings and optional technology training. Optional technology training may occur no more than once a month.

Voluntary Meetings: The District or building administrators may convene voluntary meetings for which employees will be time carded outside of the contracted day on Early Release (or Late Start) days. Employees should report to their Association Representative any meetings which feel coercive or which are not genuinely voluntary.

Section 16 – Substitute Salaries & Assignments

Employees shall have the right to request substitutes to cover their classes when they are absent. Insofar as possible, the preferred substitute shall be secured whenever an employee is absent. No substitute will be sent to fill a position for which the substitute is not qualified.

The District will use teachers in the recall pool as substitutes on a first priority basis.

Classified employees who substitute for certificated positions shall be paid the hourly rate of their current classified assignment or the pay for the certificated substitute assignment they accept, whichever is higher. Classified employees who hold two (2) or more classified assignments shall be paid at the highest of their classified rates of pay or the certificated substitute rate, whichever is higher.

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Staff who are in unpaid leave status will be permitted to substitute at the applicable hourly substitute rate. The District may require individuals seeking to take advantage of this opportunity who have entered unpaid leave status due to medical reasons to provide medical verification that working in a substitute capacity will not compromise their health. Employees on leave who apply and work as a substitute will continue to have an active District email account.

The certificated substitute rate of pay is:

	Full Day 7.5 hrs	Half Day 3.75 hrs	Hourly
T, W, Th	\$200	\$100	\$26.67
M & F	\$220	\$110	\$29.33

The District has the discretion to increase the substitute rate of pay by a maximum of \$5.00 per hour for each year of this contract. The District will inform the Association whenever changes to the substitute rate of pay are made.

Bonus for cumulative paid hours:

Cumulative Paid Hours	Bonus Amount
225 hours (equivalent of 30 days)	\$500
Each additional 112.5 hours (equivalent of 15 days)	\$250

Substitute assignments of forty-five (45) consecutive days or more in the same assignment shall be considered long-term substitute assignments and be paid in accordance with the employee's placement on the certificated salary schedule (Appendix B). Payment will be retroactive to the first day of assignment and include any additional days assigned (including any mandatory non-student days).

Long-term substitutes will accumulate one (1) day of sick leave for every twenty (20) days worked in the long-term assignment, such leave to be used solely within the long-term assignment.

Part-time District employees substituting within the District will receive the certificated hourly pay rate established in Article V Section 12 of this Agreement.

All substitutes will report 30 minutes before their first teaching period and remain for 15 minutes after their teaching assignment. The teaching assignment includes instructional time and:

- Prep time on site (60 minutes at the secondary level and 30 minutes at the elementary level when the instructional time exceeds 150 minutes)
- Lunch (30 minutes when the instructional time exceeds 200 minutes)

A full workday is 7.5 hours and a half day workday is three hours and forty-five minutes (3.75 hours). Any hours worked more than 3.75 but less than 6.5 hours will be paid at hourly rate. Any substitute working 6.5 to 7.5 hours will be paid for a full workday or 7.5 hours. All substitutes will have a three hours and forty-five minutes (3.75 hours) minimum assignment when called to substitute in any school.

Section 17 – Mentors

Any certificated employee accepting an assignment from the employee's administrator to mentor another certificated employee or classified nurse, COTA, or SLPA will be paid a supplemental contract of \$600 per school year for this responsibility. When a certificated employee is hired for less than half a school year, a staff member who provides mentor-like support (familiarization with the curriculum, introduction to school procedures, etc.) will be compensated. The stipend will be prorated based upon the new employee's FTE. If a certificated OT/SLP is unavailable or unwilling to serve as a mentor, a current COTA or SLPA may serve as a mentor to a newly hired COTA or SLPA in their first year of employment.

Mentors will be compensated on a prorated basis when they are needed to support long-term substitutes or mid-year hires.

Section 18 – 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, including fifteen (15) in the District, may apply for a Career Teacher Assignment and be compensated at a rate of seventeen hundred dollars (\$1700) per year. A teacher may receive this assignment twice. Teachers shall apply by August 15 the first year and June 1 thereafter in the year before the assignment begins.

Up to fifteen (15) assignments may be granted from certificated nonsupervisory staff. A committee composed of an equal number of representatives selected by the appropriate District level administrator and the Association President shall determine the criteria for selection prior to implementation. If more than fifteen (15) individuals apply, a committee selected by the appropriate District level administrator will select the career assignment recipients. The individual and that person's supervisor and/or the Instructional Services Office will mutually agree upon the job description.

Section 19 – Extended Contracted Workday

Certificated employees may be issued a supplemental contract to teach up to an additional 0.2 assignment to be compensated at the employee's hourly per diem rate of pay. Such position openings must be posted within a building to give qualified teachers an opportunity to be considered for the position. These supplemental positions are not intended to be continuing positions.

Section 20 – ELD Summer Assessment

Any work beyond the contracted school year related to ELD assessments will be compensated at the certificated hourly rate.

Section 21 – Video Cameras, Audio Recording and GPS

A. Recording and other Tech Systems

Video cameras shall not be placed in classrooms, locker rooms, restrooms or any other area where there is a reasonable expectation of privacy. Video cameras have been installed on school district grounds, buildings and property, including buses used for district purposes, where there is not a reasonable expectation of privacy. No new device shall be installed in such areas without advance notice to the Association President, and no device shall be installed in any classroom, instructional setting, district vehicles, or workplace that would allow a person to listen to, view, or record instruction or the provision of services in any class or other setting without advance notice to the Association President. Video cameras shall monitor and/or record only video images. In accordance with federal and state laws, audio shall not be monitored or recorded by video cameras except for school district vehicles that transport students.

Monitoring of employees is not the purpose or the intention of the use of Global Positioning Systems (GPS), or video/audio recording equipment. It is understood that recordings and/or GPS data may be reviewed as a means to investigate possible employee or student misconduct. When the review is used as a means to look into possible employee misconduct, it shall be performed by supervisory staff only. In such situations, recordings and/or GPS data shall not be altered or recycled, and use of recordings and/or GPS data shall be in accordance with Article IV, Section 5, and other relevant provisions of the Collective Bargaining Agreement. Supervisory staff may ask bargaining unit technology staff for tech support in locating or providing recordings and/or GPS data for the supervisor to review.

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Video/audio recordings and GPS data shall be maintained for no longer than thirty (30) days unless required by State record retention rules or as required for criminal, safety, or security investigations or evidentiary purposes.

Recordings in the District's possession may be requested by parents under FERPA, members of the public under the Public Records Act (PRA), or parties to litigation. Viewing or copies of such recordings will be provided when required by law, provided that any recording that captures video, audio or other data related to an employee will be produced only after advance notice to the Association for possible response.

The parties share a mutual interest in supporting the educational process and student learning, and in limiting activities or behaviors that may disrupt the educational process. Students and visitors will not record classroom activities or meetings with staff, or record staff in any instructional setting or workplace, unless required by law or with the advance permission of all parties.

The District will comply should a law enforcement agency present a search warrant authorizing the agency's installation of video or audio security on district property.

B. District Vehicles

In addition to the provisions above, the District and the Association agree that the purpose of installing video cameras and/or GPS in a district vehicle is to enhance the safety of District employees and students.

ARTICLE VI – LEAVES

Section 1 – Leave Allowances

An employee shall accumulate leave allowance in proportion to the employee's FTE. Leave allowance shall be recorded in hours. All absences shall be reported to the District. Whenever possible, absences should be reported prior to leave being taken. The District will produce a monthly absence summary for each employee, to be verified by the employee and the principal/supervisor.

A. Sick Leave

At the beginning of the school year, each employee shall be credited with twelve (12) days of sick leave on the September warrant. The twelve (12) days may be used for illness, injury, emergencies, or family illness. The unused portion of such leave shall accumulate from year to year.

B. Personal Leave

Three (3) days of leave for personal business will be granted each year. The employee will determine what constitutes personal business. An employee will request Personal Leave by entering the leave request into the District's absence management system as early as possible, but no later than three (3) working days prior to the leave. If an employee intends to use three (3) or more consecutive days, the employee shall inform the employee's supervisor at least ten (10) workdays in advance of the planned absences.

Unused and uncompensated personal business leave hours up to a maximum of three (3) days will automatically roll forward to the next academic year.

An employee may choose to receive compensation for up to three (3) days of unused personal business leave hours by submitting the Certificated Personal Business Form (Appendix A). The employee will be paid at the hourly certificated substitute rate. Due to the excess compensation regulations of the Department of Retirement Systems, employees who are members of TRS Plan 1 must document equivalent hours of additional actual work for this compensation.

C. Bereavement Leave

Bereavement leave is the paid leave that reasonably follows the death of a family or household member or other such loved ones. Employees are entitled up to ten (10) days annually for bereavement leave for a death within the immediate family (spouse, domestic partner, significant other, parent, grandparent, sibling, children, grandchildren, in-laws, or members of the employee's household). For other occasions employees are entitled up to five (5) days annually for bereavement leave. Employees who may have a need for additional days due to extenuating or unusual circumstances may request additional days through the Human Resources Department. No more than ten (10) days will be used annually for bereavement leave.

D. Religious Observance Leave

Employee's may request up to two (2) unpaid holidays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

Employees whose religious affiliation requires observance of mandatory holy days during work hours may elect to charge part or all of these two days against their own sick/emergency leave balance.

Section 2 – Sick-leave Conversion at Separation from Employment (Maximum 180 days)

At the time of separation from the school district, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury. For purposes of this paragraph, "eligible employee" means: (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service under TRS or SERS plan 3; or (c) employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service under the TRS, SERS or PERS plan 2. In lieu of remuneration for unused leave for illness or injury, the District shall, with equivalent funds, provide eligible employees a benefit plan that provides reimbursement for medical expenses (VEBA III Sick Leave Conversion Medical Reimbursement Plan). As a condition of participation under the plan, the employee shall sign an agreement with the District to hold the District harmless should the United States government find that the district or the employee is in debt to the United States as a result of the employee not paying income taxes due on the equivalent funds placed into the plan, or as a result of the district not withholding or deducting any tax, assessment, or other payment on such funds as required under federal law.

Section 3 – Family and Medical Leave

The District recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. All terms and conditions stated herein shall be consistent with applicable statutes.

Family and Medical Leave Act (FMLA): Each eligible District employee shall be entitled to up to twelve (12) work weeks in a twelve (12) month period of job-protected unpaid leave to:

- A. Care for the employee's child following birth, adoption, or placement of a foster child;
- B. Care for the employee's family or covered family member with a serious health condition; or
- C. Care for the employee's own serious health condition.

If both parents of a newborn, newly-adopted child or newly-placed foster child are employed by the District and both are eligible for family and medical leave (FML) under the FMLA, they are entitled to a combined total of twelve (12) work weeks of FML.

Eligible employees are entitled to take up to twenty-six (26) work weeks in a twelve (12) month period in certain military and servicemember-related circumstances.

Employees must have worked at least 1,250 hours for the District during the preceding twelve (12) months to qualify for FML under the FMLA.

An employee generally must request FML thirty (30) days in advance when the need is foreseeable. When the need for leave is foreseeable less than thirty (30) days in advance or is not foreseeable, employees must provide notice as soon as practical under the circumstances. Consistent with applicable law, the District will request written verification from a health care provider of the employee's need for leave prior to approving FML, may ask for periodic updates regarding the ability to return to work, and may require a second medical opinion at District expense.

Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

Intermittent Leave: An employee may request intermittent or reduced schedule FML.

Family leave to care for or bond with a newborn child or for a newly placed adopted or foster child may only be taken intermittently or on a reduced schedule with the District's approval and must conclude within twelve (12) months after the birth or placement. If the newly born or newly placed child has a serious health

condition, the employee has the right to take FML to care for the child intermittently, if medically necessary, and such leave is not subject to the twelve (12) month limitation.

An employee needing intermittent leave or reduced schedule leave for foreseeable medical treatments must make a reasonable effort to schedule leave so as not to unduly disrupt District operations, subject to the approval of the employee's health care provider.

When an "instructional employee" as defined by FML regulations needs intermittent leave or a reduced schedule to care for a family member with a serious health condition, or a covered servicemember with a serious injury or illness, or for the employee's own serious health condition, any of which is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternative position that better accommodates the leave, consistent with FML regulations.

Return from FML: An "instructional employee," as defined by FML regulations, taking leave near the end of an academic term may be required to continue taking leave until the end of the term, consistent with FML regulations.

Upon returning from FML, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

Section 4 – Washington State Paid Family and Medical Leave Act

The District recognizes that the demands of the workplace and of families need to be balanced to promote family stability and economic security for school district employees. All terms and conditions stated herein shall be consistent with applicable statutes.

Employees may qualify for up to twelve (12) to eighteen (18) work weeks of job-protected family and medical leave under the Washington Paid Family and Medical Leave Act (PFMLA) for certain family and medical reasons. PFML may be used at any time in the twelve (12) calendar months after the qualifying event. Covered family members and situations under PFML are not identical to those of FML.

PFML is administered by the Washington State Employment Security Department (ESD), not the District. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD. Employees are responsible for filing claims with the ESD, the District is responsible for providing employment verification, and payments will come from ESD.

To be eligible for PFML, an employee must have worked for eight hundred twenty (820) hours in Washington over:

- The first 4 of the last 5 calendar quarters; or
- The last 4 calendar quarters immediately before the application for leave.

Where FML also applies, PFML shall be used concurrently with FML, and may be used concurrently or consecutively with the employee's other leave entitlements as elected by the employee. Any paid leave used concurrently with PFML will be considered a supplemental benefit under the terms of PFML.

SEBB will maintain health insurance benefits during periods of approved PFML leave. Unless prohibited by SEBB rules and regulations, the District shall continue to pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium during the leave period.

The District will annually notify employees about the benefits available under PFML. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

Upon returning from PFML, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Section 5 - Pregnancy Disability Leave

- A. An employee may use sick leave when unable to report to duty due to a temporary physical disability related to pregnancy, childbirth, miscarriage, or abortion.
- B. Documentation will not be required for the first thirty (30) working days of pregnancy disability leave. Sick leave may continue beyond thirty (30) working days with written verification of the employee's need from the medical provider. If an employee uses all of the employee's sick leave, the District will grant unpaid leave for the duration of the employee's temporary pregnancy disability.
- C. Employees intending to use pregnancy disability leave shall give the District reasonable notification.
- D. A pregnant employee may continue to work until, in the judgment of the employee's health provider, the employee's work or health are in any way impaired by the employee's condition.
- E. Following pregnancy disability leave, the employee in most cases will return to the same position, but in some cases the employee will be placed in a similar position for which the employee is qualified.
- F. If an employee requests FML, it will begin immediately following the pregnancy disability leave. Under Washington State law, the pregnancy disability portion of the employee's leave shall not count against the twelve (12) week entitlement under FMLA.
- G. Employees on pregnancy disability leave shall notify the District thirty (30) calendar days prior to the intended date of return.

Section 6 – Parental Leave for Paternity or Adoption

When the employee is not the birth parent, the employee may request parental leave in case of the birth or adoption of a child. An employee may request to use up to thirty (30) days of sick leave each year. Employees intending to use parental leave shall give the District reasonable advance notification when possible. Parental leave must be taken full-time and consecutively unless an alternative schedule is approved by the Superintendent or designee, or where intermittent or reduced leave is medically necessary. Parental leave shall run concurrently with any entitlement to Family and Medical Leave (FMLA).

Section 7 – Leave Sharing

The District shall provide a leave sharing program consistent with Chapter 392-136A WAC, as now or hereafter amended, and this Section. To increase awareness among employees, the conditions under which employees are eligible to receive or donate leave shall be posted on the Human Resources section of the District website and provided to employees on long-term leaves who may qualify for shared leave.

A. Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave if the Superintendent or designee has determined the employee meets the following conditions.

- 1. The employee:
 - a. suffers from or has a relative (WAC 392-136A-020) or household member (WAC 392-136A-020) suffering from an illness, injury, impairment or physical or mental condition that is extraordinary or severe in nature;

- b. has been called to service in the uniformed services;
 - c. is a victim of domestic violence, sexual assault or stalking;
 - d. is a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability;
 - e. has needed skills to assist in responding to a state of emergency which has been declared anywhere within the United States by the federal or any state government emergency, or its aftermath, and volunteers the employee's services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in a devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
 - f. is a spouse of a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
 - g. needs time for parental leave; or
 - h. Is sick or temporarily disabled because of pregnancy disability;
2. The condition(s) listed above has caused or is likely to cause the employee to go on leave without pay or terminate District employment;
 3. The employee has exhausted, or will shortly exhaust, leave otherwise available for that purpose unless that employee qualifies under A.1.g or A.1.h above, in which case the employee may retain 40 hours of leave and still seek shared leave;
 4. The employee has abided by District policies regarding the use of leave otherwise available for that purpose; and
 5. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible for benefits under Chapter 51.32 RCW.

B. Maximum Amount of Leave Received

An employee may not receive more than five hundred twenty-two (522) days of shared leave during total District employment. Other methods of accommodating an employee's needs such as modified duty, modified hours, or special assignments in place of shared leave will be considered, consistent with state law, on a case-by-case basis.

C. Documentation

An employee will submit a Request to Receive Sick/Vacation Leave from Co-Workers Form along with documentation to support the request for shared leave, consistent with state law, before the District approves or disapproves the employee's request for shared leave.

D. Donating Leave

Employees may, with the approval of the Superintendent or designee, donate vacation leave or sick leave to another District employee, for circumstances outlined in this Section.

1. A leave donor who accrues vacation may donate any amount of accrued vacation provided the donation does not cause the leave donor's vacation balance to fall below ten (10) days. For the purpose of this section, vacation does not accrue if the leave donor receives compensation in

lieu of accumulating a balance of vacation. Employees may not donate excess vacation that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.

2. The leave donor must have accrued more than twenty-two (22) days of sick leave. The leave donor may not donate an amount of sick leave that will result in the donor's sick leave account going below twenty-two (22) days.
3. The donating employee will complete a Request to Transfer Sick/Vacation Leave from Co-Workers Form, available from Human Resources.
4. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor(s) and reinstated to the respective leave donor's or donors' appropriate leave balance(s).

E. Leave shall be calculated on a day-donated and day-received basis.

Section 8 - Leave of Absence Without Pay

A leave of absence without pay for a period not to exceed one (1) year may be granted by the Board to an employee for the reasons specified below. Such leave may only be extended for not more than two (2) additional consecutive years for reasons C or D below. For the purpose of this section a year shall mean any time the employee is on leave without pay for a period of at least fifty-five (55) consecutive working days for all or any portion of the employee's District FTE employment:

Reasons for leave of absence may include but not be limited to:

- A. Professional leave and/or employment leave.
- B. Personal growth leave and/or travel leave.
- C. Pursuit of an advanced degree related to the field of education.
- D. Illness, temporary disability, maternity leave, childrearing and/or adoption.

A leave of absence without pay for a period not to exceed fifty-four (54) working days may be granted by the Superintendent or designee.

Employees who are on leave for childrearing and working part-time on a limited contract may be granted leave for additional years beyond the three (3) year limitation.

A leave of absence without pay for a period not to exceed two (2) years may be granted by the Board to an employee for purposes of teaching overseas.

The District will make every attempt to place the employee in a similar position upon return to the District.

Employees on an unpaid leave of absence may apply and be allowed to substitute at the applicable hourly substitute rate. The District may require individuals seeking to take advantage of this opportunity who have entered unpaid leave status due to medical reasons to provide medical verification that working in a substitute capacity will not compromise their health.

Written notification of intent to return from a leave (A, B, or C above) must be received by the appropriate District level administrator on or before February 1; otherwise, the district shall assume that the employee is not returning to the employee's position. Employees on illness leave, temporary disability, maternity leave, childrearing and/or adoption leave (D above) shall notify the District of their intention to return at least one month prior to the expected date of their return.

Section 9 – Sabbatical Leave

The purpose of sabbatical leave is to encourage educators to engage in programs of professional improvement by providing them a stipend to provide a portion of the financial outlay involved in advanced study or study travel. Sabbatical leave may also be granted to certificated employees who have served in the District for twenty (20) or more years for the purpose of recuperation.

A sabbatical leave may be granted to any permanent nonsupervisory certificated employee currently employed in a position requiring certification in the District if said employee has rendered service as a certified employee to the District for at least seven (7) years preceding the sabbatical leave.

The number of sabbatical leaves granted to certificated nonsupervisory employees shall not exceed the following:

- A. One (1) year's leave per each full one hundred (100) such FTE employees; plus
- B. One (1) year's leave per sixty-five (65) or more such FTE employees over the top full one hundred (100); or one-half (1/2) year's leave if there are between forty (40) and sixty-five (65) such FTE employees over the top full one hundred (100). This total shall be noncumulative.

The Board reserves the right to discontinue the granting of any or all leaves for any given year due to financial constraints.

Applications outlining the proposed program of study and the plans of the employee for the period of leave must be submitted to the Superintendent no later than November 15 in the calendar year prior to that of the requested leave.

All applications for such leave shall be screened by the Sabbatical Leave Committee, which shall consist of one administrator and two teachers appointed by the Superintendent, and two teachers appointed by the President of the Association. This committee shall review the applicants without names attached according to the following criteria:

- A. Improvement in teaching skills.
- B. Improvement of knowledge in a particular discipline.
- C. Potential for curriculum development within class or building.
- D. General improvement for entire District.

The Sabbatical Leave Committee shall submit its findings and recommendations to the Superintendent no later than December 15 of the same year.

Final selection of candidates to be recommended, as well as final recommendations with respect to the timing of the grant, shall be the sole responsibility of the Superintendent.

In arriving at a recommendation(s), the Superintendent shall, if feasible, interview each applicant, and shall take into consideration the following items:

- A. Affirmative evaluations from administrators over the past three (3) years.
- B. Affirmative recommendations from administrators.
- C. Evidence of the applicant having executed a planned program of self-improvement in the past in the applicant's field.
- D. A proposal for use of the sabbatical leave which will benefit the District, as well as the individual.
- E. Affirmative recommendations from fellow teachers.

The actual granting of the leave shall be the sole responsibility of the Board. The leave applications will be acted upon no later than the first regular Board meeting in January. All applicants will be notified promptly in writing of the disposition of their applications.

All sabbatical leaves will be paid a stipend of 70% of the contract salary the applicant would have received had the applicant not been on leave. Upon return, the employee shall be placed on the same step of the salary schedule had the applicant been a full-time employee. Such a grant shall be paid in monthly installments during leave in the same manner as the employee's annual contract.

The employee retains seniority while on sabbatical leave and is eligible on an FTE basis for fringe benefits according to the applicable plans. The employee shall, upon return to the District from sabbatical leave, be placed in a position with responsibilities similar to those which the employee had immediately prior to the commencement of the sabbatical leave.

Upon acceptance of the leave, the employee must agree in writing to either return to the service of the District for a period of one (1) academic year following the expiration of the sabbatical leave or to repay the full amount of the stipend within three (3) months following termination of leave, or with such other time period as the employee and the Superintendent may agree.

The Board may waive the repayment condition in the case of the employee's death or disability.

Section 10 – Military Leave

Active Military Duty: Every 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 reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as the employee may be ordered to active training duty.

Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of privileges or pay. During the period of military leave, the employee shall receive normal pay.

Extended Active Duty: All present employees who have been called or volunteer (because of imminent compulsory duty) for active duty in the armed services of the United States, irrespective of a state or national emergency being declared, will accrue experience credits equal to what they would have had with continuous employment in the District to a maximum of two (2) years, providing they return to the District at the beginning of the next school year after release from military duty. Additional time may be granted at the discretion of the Board. Special consideration may be given to employees who choose to enlist during time of national emergency.

A guarantee of re-employment after military leave is contingent upon notification to the District's Human Resources Office at least four (4) months before the commencement of the next school year of the intent to return.

An employee does not waive any rights in the District if, after release from military service, the employee is employed in another school district for an interim period previous to the commencement of classes for the next school year.

All accumulated sick leave and other employee benefits will revert to the employee upon return to the District. However, no employee benefits will accrue during absence from the District.

Section 11 – Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. Any compensation, excluding travel and meals, received for jury duty performed on workdays shall be refunded to the District or be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees, excluding travel and meals, are paid for court appearance during a workday, that amount shall be refunded to the District or deducted from the employee's regular pay. The employee shall notify the District when subpoenaed to appear in court.

Section 12 - Attendance at Meetings, Conferences and Special Events

Meetings, conferences, symposiums, seminars, and special events at which concerns vital to the profession are the subject of discussions or at which participation of the employee enhances the District's position are recognized by the District as an inherent part of the professional obligation of the employee.

Such leaves may be granted by request to the Superintendent and may result in a loss of salary to the employee.

Section 13 - Association Leave

Leave shall be granted to Association representatives for matters stemming from or related to the local bargaining relationship, including conferences and negotiations with the employer, contract administration and maintenance, investigation of grievances, preparation for the participation in grievance arbitration hearings, representation of the Association at the WEA Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, and terms and conditions of employment of educational employees. The Association will reimburse the District for the cost of substitutes during such leave.

Section 14 - Job Sharing

Job sharing may be available to teachers who have continuing contracts with the District and who have indicated in writing by April 30 to the principal and Human Resources Department their desire to job share. It shall be at the discretion of the Human Resources Department whether or not to grant the job share.

ARTICLE VII – LAYOFF, ADVERSE EFFECT AND RECALL

Section 1 – Layoff, Adverse Effect, and Recall of Nonsupervisory Certificated Employee

It is the responsibility of the Board to operate a quality educational program within the framework of state requirements and the financial resources available. The programs to be maintained and the number of employees to maintain them are recommended by the Superintendent and approved by the Board. Quality education for students as well as fair and just treatment of employees shall always be prime considerations.

If it becomes necessary for the District to reduce the number of certificated employees for reasons other than inadequate performance or disciplinary action, those employees who will be retained to implement such reduced or modified program and those employees who will be terminated from employment will be identified and selected using the following procedures.

Layoff and Adverse Effect Notice: Employees will be given notice of nonrenewal or adverse effect stating probable cause. This notice will indicate that the level of employment would have been continued except for the probable cause.

Mechanism:

Categories: The following employment categories are established to ensure the qualifications of employees assigned to retained positions. These categories are subject to change as state regulations change.

1. **Grades P-5** category lists for K-5 will be further defined as follows: Music; Physical Education; Library; Special Education; ELD.
2. **Grades 6-8** categories will reflect the current year's secondary programs and necessary subject area endorsements. If individual endorsements do not match existing programs, the District and Association will consult to determine placement in appropriate categories according to state learning standards as described by OSPI.
3. **Grades 9-12** categories will reflect the current year's secondary programs and necessary subject area endorsements. If individual endorsements do not match existing programs, the District and Association will consult to determine placement in appropriate categories according to state learning standards as described by Office of the Superintendent of Public Instruction (OSPI).
4. **ESA** category lists for ESA will be further defined as follows: Occupational/Physical Therapist, Psychologist, School Nurse, Speech-Language Pathologist, Audiologist, School Counselor, Board Certified Behavior Analyst, Social Worker, and Licensed Mental Health Counselor.

A member shall be placed in categories for which the employee is qualified based upon a valid Washington teaching certificate (K-12, elementary, or secondary). Additionally, members will be assigned to categories using one or more of these criteria:

1. Endorsement for a specific subject matter or grade level.
2. Current assignment.

The member's order on the category lists is determined by the following criteria:

1. Total number of years of certificated experience granted for salary purposes at the time of employment by the District and increased by one (1) year for each year of additional full-time service. Experience shall be determined consistent with the years of service recognized on the current year's S-275 report to the OSPI. Full-time is determined by a .5 FTE or higher position, while less than .5 FTE receives half a year's advancement on the category list.

ARTICLE VII – LAYOFF, ADVERSE EFFECT AND RECALL

2. Association President leave counts for a year.
3. Special assignments count as a full year.
4. Does not include years on unpaid leave except military leave. The counting of military leave will be determined by state guidelines and regulations.
5. Members on leave are included in the category list but do not advance during their leave.

A member may choose to remove the member's name from any list to which the member has been assigned prior to March 1. For each category list to which a member is assigned, the member agrees to teach that particular subject matter in the event of re-assignment.

Tie Breakers:

If more than one individual member has the same category ranking after applying the above provisions, the following tie breakers will be used (listed in order of application).

1. All members so affected will be ranked in accordance with the total number of credits above the BA degree as used for salary placement. If a member holds a Master's degree, the total number of quarter credits beyond the Master's degree, plus any quarter credits in excess of forty-five (45) between the dates of the Bachelor's and Master's degree will be used. Ten (10) clock hours will be counted as one (1) credit.
2. All coursework to be reported consistent with Article V, Section 13.
3. The number of categories to which each member belongs.
4. The summative evaluation rating in the most recent evaluation cycle.
5. Draw lots among the employees that tie. The drawing shall be scheduled at a time and place mutually acceptable to the Association and the District and shall be conducted by the President of the Board. Employees involved shall be notified in writing of the time and place of the drawing, at least forty-eight (48) hours prior to the drawing time and have the right to be present at the drawing.

Timeline:

Prior to the implementation of a reduced or modified program:

Prior to February 1 of each school year, the Superintendent shall publish and distribute to all members a list ranking each from greatest to least experience. It is the responsibility of each employee to verify the employee's experience ranking and to promptly report any dispute thereof in writing to the District and the Association.

Prior to March 1, any certificated employee may, in writing, file with the Superintendent the employee's objection to the ranking order in the employee's particular category or omission from a category list. The employee may request consideration for modification of the same provided such individual includes in the employee's request a full statement as to the facts in support of the employee's contention that the list be modified. Each employee who, within the month of February, fails to notify the District and the Association that a dispute exists regarding the employee's experience ranking as posted or category placement, shall be assumed to have agreed with the experience ranking ascribed to such employee on the posted list. Additionally, members must choose to remove themselves from any assigned category list by March 1.

Prior to April 15, an amended, final experience list will be published by the District.

ARTICLE VII – LAYOFF, ADVERSE EFFECT AND RECALL

Prior to May 15, the District will determine and recommend to the Board the number of certificated employees in the categories identified above which are required to implement the District's reduced educational program and services.

Recall:

The District shall maintain a roster of certificated employees who were adversely affected or laid off. This roster shall be called the recall list. When certificated positions within the District become available, the District will first use the recall list to fill the positions. The District shall make every reasonable effort to recall laid off employees at the earliest possible date after determination that an appropriate vacancy exists.

1. Employees shall be recalled in reverse order of lay-off within categories. At a time of recall, should two or more laid off certificated employees have the same ranking within a category, the District shall follow the tie-breaking procedures (vacancies that occur between May 15 and Sept 1 will be filled from the recall pool).
2. After September 1 of the next school year, if a position becomes vacant and if no eligible employee accepts the position, the highest-ranking person on the recall list will be offered the position.
3. The recall list shall expire May 15 of each year.
4. The laid off employee shall have the right to refuse an offer of employment; however, refusal shall result in the individual being removed from the recall list in that category. Employees who are offered recall to a different FTE than their previous position may refuse the offer without being removed from the recall list.
5. Individuals on the recall list after September 1, upon request, shall be placed on the substitute teacher roster.
6. Any certificated employee recalled shall retain full protection of Article IV.
7. When a vacancy occurs for which employees on the recall list are qualified, the District will notify the highest-ranking employee by certified mail sent to the employee's last known address. A follow up phone call to the employee's last known home phone number will also be executed. The employee will have ten (10) calendar days from the date of the mailing of the letter to accept or reject the position.
 - a. Employees are responsible for providing the District with their current mailing address and home number during the period of recall.

Support for employees who are laid off:

The District and Association will meet with all employees whose employment is terminated to discuss their rights, options and benefits.

ARTICLE VIII – EVALUATION

Section 1 – Introduction

A. Statement of Beliefs

The Association and District agree to promote and maintain professionalism in all staff. Therefore, we endorse an evaluation system that is based on the following principles and beliefs:

Differentiation

- Educators must be provided with multiple, differentiated options of evaluation and feedback; administrators must be allowed the flexibility to focus time on those staff members who are most in need of supervision and support.
- Using a continuum for professional growth and providing time for reflection improves teaching and student learning.
- Accomplished educators are capable of designing appropriate professional growth goals through self-assessment, both individually and with other professionals.

Collaboration

- Educators take responsibility for their professional growth in collaboration with colleagues and supportive administration.
- A climate of respect and trust between evaluators and educators is essential in an effective evaluation system.

Affirmation

- Effective evaluation systems not only promote growth but also acknowledge strengths and accomplishments.

Therefore, this system ensures dialogue and collegiality among staff through a continuous and repeating cycle of goal setting, planning, taking action, gathering evidence, evaluating, reflecting, and setting future goals.

The evaluation system described in the following pages has been developed to ensure that District students are taught by committed educators who take responsibility for their own professional growth in collaboration with skilled and supportive administrators.

B. Definitions

Artifacts - any products generated, developed or used by an educator or Certificated Instructional Support Staff, and are used primarily for Domains 1 and 4. Artifacts shall be determined collaboratively between the educator and the evaluator and can result from the normal course of professional performance during the school year and/or be created as a product of the evaluation cycle.

Certificated Instructional Support Staff (“CISS”) - a staff member whose position requires certification and serves in a role other than classroom teacher as that term is used in RCW 28A.405.100. CISS shall include, but not be limited to counselors, board certified behavior analysts, social workers, licensed mental health counselors, psychologists, speech language pathologists, occupational therapists, physical therapists, nurses, Teacher Librarians, and instructional coaches.

Component – the twenty-two (22) subsections embedded within the eight (8) criteria of the Teacher/Principal Evaluation Program (TPEP) Framework and/or the four (4) broad domains within the Danielson Framework for Teaching.

ARTICLE VIII – EVALUATION

Criteria - the eight (8) state-defined categories to be scored for the final rating for educators.

Domain - the four (4) broad categories that provide the structure for the Danielson Framework.

Educator - a staff member whose position requires certification and serves in the role of classroom teacher as that term is used in RCW 28A.405.100.

Evaluator - an administrative supervisor who works with the certificated employee, establishing and implementing the evaluation plan and appraising the employee's performance. The same person may be both supervisor and evaluator with respect to a given employee.

Evidence - examples of observable practices of the educator's or CISS's ability and skill in relation to the instructional framework rubric, used primarily for Domains 2 and 3.

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

Plan of Support and Assistance – the plan required for employees with specific performance ratings identified in Article VIII, Section 4.A below.

Program for Improvement – the plan required for employees subject to probation as described in Article VIII, Section 4.B below.

Student Growth - the change in student achievement between two points in time. Student Growth relates to SG 3.1, 3.2, 6.1, and 6.2.

Student Growth Data - the relevant multiple measures of student growth that can include classroom-based, District-based, and state-based tools. Growth-data elements may also include the educator's performance as a member of a team when use of this data is relevant and appropriate to improving instructional practices and student learning (Student Growth 8.1).

C. Exclusions

This Article shall apply only to certificated educators and CISS employed by the District and only to the areas of their employment under their basic annual contract. Appraisal of their performance under supplemental contracts in areas such as, but not limited to, summer school, extra employment for the purposes of curriculum development, and extracurricular assignments are specifically excluded from this Article.

D. Teacher Principal Evaluation Program (TPEP) implementation plan for educators

Pursuant to RCW 28A.405.100(7), all educators will be evaluated using the 2011 Danielson Framework for Teaching.

E. Teacher Principal Evaluation Program (TPEP) implementation plan for Certificated Instructional Support Staff

The CISS will be evaluated using the 2007 Danielson Frameworks for Teaching for Certificated Instructional Support Staff set forth in Appendix C.

The 2007 Danielson Framework for Teaching for CISS meets the minimum statutory requirements under RCW 28A.405.100 for evaluation of CISS.

CISS will be evaluated based upon one of two evaluation cycles to meet the requirements under RCW 28A.405.100: Certificated Instructional Support Staff Comprehensive Binary or Certificated

Instructional Support Staff Focused Binary. Each cycle will adhere to the new observation and other evaluation requirements outlined in the specific sections 3C and 3D below.

F. Professional Development

Prior to being evaluated under Article VIII, the District shall provide a professional development opportunity relevant to the framework for teaching and evaluation process. The evaluation criteria, procedures, and relevant forms appropriate to the educator's and CISS' position and evaluation cycle shall be made available to each educator and CISS.

G. Designation of Evaluator

The evaluator for each certificated employee must be identified in writing. This notification can occur with employees in a group setting or individually as determined by the administrator. The evaluator to whose building an employee is assigned the largest portion of time shall be responsible for evaluating an educator or CISS assigned to more than one building. The evaluator shall confer with the supervisor(s) in the employee's other assigned buildings who may also observe the educator or CISS and provide input for the evaluation. Educators or CISS may request a change of evaluator.

H. Forms

All evaluations shall be prepared on the Summative forms found in Appendix C and shall be signed by the evaluator and the employee. The employee's signature shall indicate that the evaluation has been discussed with the employee but does not necessarily denote agreement with all that is written. Such statements as the employee may deem appropriate may be added to the evaluation. Signed copies of all evaluations shall be given to the employee and shall become part of the employee's personnel file.

I. Impact of Mid-year Leaves on Evaluation

Educators and CISS who go on leave during the school year shall be placed in the same cycle upon their return. For example, if an educator or CISS leaves while on the second year of the Focused Evaluation Plan, the educator or CISS is placed on the second year Focused Evaluation when the employee returns.

Section 2 – Danielson Framework for Teaching and State Eight (8) Criteria for Educators

A. The Framework for Teaching (Danielson 2011, Third Edition)

The 2011 Framework for Teaching is divided into twenty-two (22) components clustered into four (4) domains of teaching responsibility: planning and preparation (Domain 1), classroom environment (Domain 2), instruction (Domain 3), and professional responsibilities (Domain 4). Each component defines a distinct aspect of a domain; two to five elements describe a specific feature of a component. Levels of teaching performance (rubrics) describe each component and provide a roadmap for improvement of teaching. The Framework may be used for many purposes, but its full value is realized as the foundation for professional conversations among practitioners as they seek to enhance their skill in the complex task of teaching. The Framework will be used as the foundation of the District's mentoring, coaching, professional development, and certificated educator evaluation processes, thus linking all those activities together and helping educators become more thoughtful practitioners.

The Framework encompasses all of the minimum statutory criteria for the evaluation of professional performance capabilities and development of certificated classroom educators under RCW 28A.405.100(1).

B. The Washington State Eight Criteria for Educators

Washington State has identified eight (8) different criteria to evaluate educators. The four (4) Domains and twenty-two (22) Components of the Danielson Framework for Teaching have been embedded in the eight (8) Criteria.

- Criterion One – Centering instruction on high expectations for student achievement.
- Criterion Two – Demonstrating effective teaching practices.
- Criterion Three – Recognizing individual student learning needs and developing strategies to address those needs.
- Criterion Four – Providing clear and intentional focus on subject matter, content, and curriculum.
- Criterion Five – Fostering and managing a safe, positive learning environment.
- Criterion Six – Using multiple student data elements to modify instruction and improve student learning.
- Criterion Seven – Communicating and collaborating with parents and the school community.
- Criterion Eight – Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Section 3 – Description of the Evaluation Programs

A. Comprehensive Evaluation Cycle for Educators - Application

1. The educator performance expectations are delineated in the Framework for Teaching (Danielson 2011), student growth rubrics, and the eight (8) criteria for TPEP.
2. All educators must participate in the Comprehensive Evaluation Cycle at least once every six (6) years. In the years in which a Comprehensive Evaluation is not required, the educator may participate in a Focused Evaluation (see Section 3.B below).
3. In addition to the educators participating in a Comprehensive Evaluation once every six (6) years, the following educators must also participate in a Comprehensive Evaluation:
 - a. A provisional educator on a provisional continuing contract;
 - b. An educator on a non-continuing (also referred to as “limited”) contract; and
 - c. An educator who received an overall Basic or Unsatisfactory summative rating on the educator’s previous Comprehensive Evaluation.
4. The following rules determine whether an educator on a continuing contract is provisional under Washington law (RCW 28A.405.100):
 - a. An educator employed by a Washington school district in a certificated position is provisional during the first three (3) years of employment by such district (years P-1, P-2, and P-3) (RCW 28A.405.220).
 - b. An educator who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington is provisional during the educator’s first year of employment with the new district (year P-3).
 - c. An educator who has received an overall summative rating of Unsatisfactory during the third year of employment remains provisional until the employee receives at least a Basic rating (repeated P-3);

- d. The Superintendent may make a determination to remove an educator from provisional status and place the educator on a continuing contract if the employee has received an overall Proficient or Distinguished rating during the second year of employment by the District (year P-2).
5. Educators new to the District (P-1) or (P-3) shall receive a District-provided mentor for the first year of employment. This mentor shall be identified no later than thirty (30) days after the newly hired educator's first student contact day.
6. At the beginning of each school year, prior to the Initial Conference, the administrator will provide educators one (1) hour for the purpose of reviewing the Framework for Teaching and self-assessment. This time may occur during but not be limited to pre-service, School Start Professional Development Days, District Directed Early Release/Late Start or staff meetings.

B. Comprehensive Evaluation Cycle

1. Administrator identifies evaluation cycle and expectations with educators.

Prior to September 30, administrators will inform educators who are on the Comprehensive Evaluation Cycle. The administrator will document the fact that the participant was informed of the employee's evaluation cycle.

The administrator will explain the steps in the Comprehensive Evaluation Plan process.

2. Educator completes self-assessment; educator and administrator hold conference.

Prior to October 5, the administrator will schedule an initial individual conference with all educators on the Comprehensive Evaluation cycle. This meeting shall be held no later than November 15. Prior to this meeting, educators shall complete the Self-Assessment Worksheet on the twenty-two (22) components of the Danielson Framework and identify the purpose and members of their Support Team. The intent of the self-assessment is to provide the educator with an opportunity to reflect and think about areas of strength and weakness. The self-assessment is meant to provide a starting point for a conversation with the evaluator and shall not be used as a data point. Additionally, the educator will draft and develop student growth goals for Criteria 3, 6 and 8.

During this conference the educator and the evaluator may discuss the following as well as other topics relevant to the educator's assignment: the educator's current self-assessment, previous performance ratings in each of the four (4) Domains/eight (8) Criteria, and the drafted student growth goals.

3. Educator collaborates with a Support Team.

Educators on the Comprehensive Evaluation Cycle meet regularly with colleagues who may include but are not limited to mentor teachers, instructional coaches, Professional Learning Communities, grade level teams, or department teams. Support teams do not have size or composition restrictions. The purpose of these teams is to assist educators in their professional growth and align to the expectations in Criterion 8, including:

- Clarifying their understanding of the Domains and Components;
- Supporting one another in the development, monitoring, and analysis of student growth goals;
- Helping each other reflect on the quality of evidence collected for all Domains and Criteria;
- Assisting team members as needed in the gathering of evidence and artifacts;
- Working with new staff on operational issues; and

- Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning
 - Participating in a professional community
 - Growing and developing professionally
 - Showing professionalism
 - Establishing team student growth goal(s)

4. Educator gathers evidence to document professional performance

Educators on the Comprehensive Evaluation cycle shall collect artifacts and/or evidence that demonstrates skill and growth in all four (4) domains and twenty-two (22) components of the Danielson Framework. For each of the domains, the educator shall collect between one and five (1-5) artifacts or evidence and bring them to the Final Conference. These artifacts shall serve as an integral part of the Final Conference. The artifacts can be uploaded into eVAL, or other electronic file agreed upon by the Association and District, or kept in a format agreed upon by the educator and evaluator for review and presentation at or before the summative evaluation conference.

Examples of artifacts and/or evidence that could be collected in each of the four Domains may include but are not limited to:

- a. Planning and Preparation
 - i. Grade Book
 - ii. Grading Scale/Plan
 - iii. Lesson Plans
 - iv. Long Range Plans
 - v. Substitute Plan
- b. Classroom Environment
 - i. Affective Domain (incentive, rewards, projects)
 - ii. Bulletin Board (instructional, guidance, celebration)
 - iii. Class Rules/Routines
 - iv. Cooperative Learning
 - v. Discipline Plan
 - vi. Group Building Strategies
 - vii. Homework Plan
 - viii. Management Form
 - ix. Physical Layout (rationale)
 - x. Seating Arrangement (rationale)
 - xi. Video
- c. Instructional
 - i. Curriculum Integration Efforts
 - ii. Extension/Enrichment Activities
 - iii. Flexible Grouping Plans
 - iv. Homework Assignments and Guides
 - v. Instructional Sequencing
 - vi. Literature/Book Lists
 - vii. Modifications/Differentiation for Special Needs
 - viii. Review/Reinforcement Activities
 - ix. Student Work Samples
 - x. Technology Links
 - xi. Units of Study/Thematic Units

- xii. Video of Instruction
- d. Personal and Professional Responsibilities
 - i. Accomplishments (goals, recognition awards)
 - ii. Course Work, Conferences, Workshops, Presentations, Meetings
 - iii. Parent Communication (syllabus, notes, letters, surveys, forms, feedback)
 - iv. Personal Reflective Journal
 - v. Professional Involvement (committees, organizations, community projects)
 - vi. Professional Learning Communities
 - vii. Research to Practice (professional readings, journals)
 - viii. Team/Grade Level Meeting Notes

5. Evaluator completes observation(s)

All educators on Comprehensive Evaluation Cycle shall be observed in the performance of their assigned duties for the purposes of evaluation at least twice each year. Classroom based and non-classroom based observations may be used in the evaluation process. The evaluator must observe the educator for no less than sixty (60) minutes, thirty (30) of which must be continuous. The 30-minute continuous observation must be scheduled in advance. Following each observation or series of observations, the evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy within three days after the report is prepared.

Educators designated as P-3 shall be observed at least three (3) times for no less than ninety (90) minutes, thirty (30) of which must be continuous.

New educators shall be evaluated within the first ninety (90) calendar days of their employment. They shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days from the starting date of their contracts in accordance with RCW 28A.405.100.

Educators on the Comprehensive Evaluation cycle shall be evaluated on all four (4) of the Domains in the evaluation framework and all eight (8) Criteria.

6. Mid-year evaluation check-in

The evaluator or educator may request an optional mid-year formative conference for check-in on Comprehensive Evaluation progress. The purpose of the meeting may include but is not limited to a conversation about a preliminary rating, artifacts or evidence that may still need to be collected, or student growth goals.

7. Educator prepares for Summative Evaluation Conference

Educators, working with their Support Teams, continue to gather evidence that completes the documentation for the Comprehensive Evaluation process. During the Summative Evaluation Conference, Educators should be prepared to discuss the artifacts and/or evidence they have collected. While the artifacts and/or evidence collected by the educator may seem self-explanatory, it is critical that the educator is able to explain how the artifacts and/or evidence reflects performance and growth in the twenty-two (22) Components of the Danielson Framework, eight (8) Criteria, and student growth goals.

8. Educator and evaluator hold the Summative Evaluation Conference

In the Summative Evaluation Conference, the evaluator and educator review artifacts prepared by the educator, student growth data, and observation reports as appropriate. This conference enables the educator to point out important aspects of the educator's work as well as essential areas of growth.

The educator will present the educator’s student growth data relative to the educator’s goals in Criteria 3 and 6. This data will be used to evaluate the student growth Component of TPEP using the student growth rubrics. Criterion scores, including instructional and student growth rubrics, will be determined by an analysis of evidence.

9. Evaluator and completes Final Written Evaluation

At the conclusion of the yearly evaluation cycle, evaluation results shall be used by the employee’s evaluator, in accordance with RCW 28A.405.100, to judge the educator’s performance as distinguished, proficient, basic, or unsatisfactory. The overall score shall be derived by a calculation of all criterion scores and the student growth rubric scores to assess the educator’s student growth impact rating.

Ratings shall be based upon the preponderance of evidence and its relationship to the state developed rubric. When there is an even number of components within a criterion, a split score, or evidence is unclear, the educator and evaluator may use one or more of the following to determine the criterion score:

- Have further discussion about the specific components; or
- Provide additional convincing evidence or artifacts, if relevant; or
- Conduct additional observations if the criterion can be evaluated by observation.

10. Summative Rating Scoring- the sum of all eight criterion scores.

- Unsatisfactory
 - 8-14 total criterion points.
 - An educator who receives a summative rating of unsatisfactory with low, average or high student growth is rated unsatisfactory.
- Basic
 - 15-21 total criterion points.
 - An educator who receives a summative rating of basic with low, average or high student growth is rated basic.
- Proficient
 - 22-28 total criterion points.
 - An educator who receives a summative rating of proficient with low, average or high student growth is rated proficient.
- Distinguished
 - 29-32 total criterion points.
 - An educator who receives a summative rating of distinguished with low student growth is rated proficient.
 - An educator who receives a summative rating of distinguished with average or high student growth is rated distinguished.

11. Student Growth Impact Rating- the sum of all five student growth components from student growth criteria 3, 6, and 8.

- Low
 - 5-12
 - A score of “1” in any of the student growth components results in a “Low” rating.
- Average
 - 13-17
- High
 - 18-20

An educator who is rated “Low” in the student growth impact rating will participate in a student growth inquiry. Within two (2) months of receiving a low student growth rating or at

the beginning of the following school year, the evaluator must initiate one (1) or more of the following:

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

12. Completing the process

By May 1, educators in their first year of employment with the District shall receive their completed Comprehensive performance evaluation.

By June 1, all other educators on the Comprehensive Evaluation cycle shall receive their completed evaluation.

The evaluation should reflect the quality of performance based on the evidence collected by both the educator (through artifacts) and the evaluator (through observation). In the Comprehensive Evaluation process, educators are evaluated on all four (4) domains of the Framework for Teaching, each of the twenty-two (22) components of the framework, student growth rubrics and each of the eight (8) TPEP criteria.

Provisional Three (P-3) educators who receive a summative evaluation rating below Basic (Level 2) shall remain in their P-3 status until the educator receives a summative rating of at least Basic (Level 2).

The educator signs the Comprehensive evaluation; copies are filed with the educator, administrator, and District Human Resource office. The educator's signature shall indicate that the evaluation has been discussed, but does not necessarily denote agreement with all that is written. Such statements as the educator may deem appropriate may be attached to the evaluation.

Evidence and artifacts are not submitted with the report to the MISD Human Resources Department.

See Section 4 below for conditions under which an evaluation rating results in a Plan of Support and Assistance, or, in the case of probation, a reasonable Program for Improvement.

C. Focused Evaluation Plan for Educators

If an educator has received an overall Proficient or Distinguished Summative rating on the Comprehensive Evaluation the previous year, the educator will be evaluated using the Focused Evaluation, unless the educator or evaluator chooses a Comprehensive Evaluation.

The Focused Evaluation is used when an educator is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria. The focused evaluation will include the Danielson Framework components within the selected criteria and the student growth rubrics in either criterion 3, 6 or 8. If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubric for that criterion. If criterion 1, 2, 4, 5, or 7 is

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selected, evaluators will use the student growth rubrics for either criterion 3 or 6. If the educator selects criterion 8, the educator will use the student growth rubric for criterion 8.

An educator's Comprehensive Summative score from the most recent Comprehensive evaluation is assigned and used as the educator's overall Summative score for the subsequent years that the educator is on the Focused Evaluation Cycle. The intent of this provision is to encourage educators to pursue areas of challenge in an effort to improve professionally. Should an educator provide evidence of exemplary practice on the chosen focused criterion, a Distinguished score may be awarded by the evaluator.

The educator may initiate a move from the Focused to the Comprehensive Evaluation or the evaluator can initiate, in writing, a move from the Focused to the Comprehensive Evaluation at any time on or before December 15; however, if the need is determined after December 15, the administrator and educator should talk about the area(s) of concern and ways to improve. If improvement is not shown the educator will start the next school year on the Comprehensive Cycle.

Each educator shall be entitled to \$600 during the five (5) years of the Focused Evaluation Cycle for use in professional growth goals. Funds not expended by the educator by the end of the fifth year of the Focused Binary Professional Growth Plan shall be returned to the Building Fund.

At the beginning of each school year, prior to the Initial Conference, the administrator will provide certificated staff members one (1) hour for the purpose of reviewing the Framework for Teaching and self-assessment. This time may occur during but not be limited to pre-service, School Start Professional Development Days, District Directed Early Release/Late Start or staff meetings.

1. Administrator identifies evaluation cycle and expectations with educators.

Prior to September 30, administrators will inform educators who are on the Focused Evaluation Plan. The administrator will document the fact that the participant was informed of the employee's evaluation cycle.

The evaluator will explain the steps in the Focused Evaluation Plan process.

2. Educator completes self-assessment; educator and administrator hold conference.

Prior to October 5, the administrator will schedule an initial individual conference with all staff on the Focused Evaluation cycle. This meeting shall be held no later than November 15. Prior to this meeting, educators shall complete the Self-Assessment Worksheet on the twenty-two (22) Danielson Framework components. The intent of the self-assessment is to provide the educator with an opportunity to reflect and think about areas of strength and weakness. The self-assessment provides a starting point for a conversation with the evaluator and shall not be used as a data point. Additionally, the educator will draft and develop student growth goals for Criterion 3, 6 or 8.

During this conference the educator and the evaluator will reflect on the educator's previous evaluation, discuss the Self-Assessment, and review the drafted student growth goals.

3. Evaluator completes formal observations for the Focused Evaluation

All educators on the Focused Evaluation Cycle will be observed (2) times for no less than sixty (60) minutes during the school year. One of the observations will be scheduled.

As appropriate, the evaluation of the educator may include the observation of assigned duties that occur outside the classroom setting.

4. Conduct of the Focused Evaluation

One of the eight (8) criteria for certificated classroom educators must be assessed in every year that a comprehensive evaluation is not required.

The selected criterion shall be proposed by the educator based on the self-assessment before or at the initial conference. The selected criterion must be approved by the educator's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.

A group of educators may focus on the same evaluation criterion and share professional growth activities. The educator(s) should initiate this collaboration and no individual shall be required to work on a shared goal.

The evaluation must include an assessment of the criterion using the instructional framework rubrics and the OSPI approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.

5. Educator gathers evidence to document professional performance

Educators on the Focused Evaluation cycle shall demonstrate evidence of focus and work to enhance professional practice in the specific components of the Danielson Framework contained within the criterion selected. For each of the components, the educator shall collect between one and five artifacts or evidence and bring them to the Final Conference. This evidence shall serve as an integral part of the Final Conference. The artifacts can be uploaded into eVAL, or other electronic file agreed upon by the Association and District, or kept in format agreed upon by the educator and evaluator for review and presentation at or before the summative evaluation conference.

Examples of evidence that could be collected in each of the four(4) domains may include but are not limited to:

- Planning and Preparation
 - Grade Book
 - Grading Scale/Plan
 - Lesson Plans
 - Long Range Plans
 - Substitute Plan
- Classroom Environment
 - Affective Domain (incentive, rewards, projects)
 - Bulletin Board (instructional, guidance, celebration)
 - Class Rules/Routines
 - Cooperative Learning
 - Discipline Plan
 - Group Building Strategies
 - Homework Plan
 - Management Form
 - Physical Layout (rationale)
 - Seating Arrangement (rationale)
 - Video
- Instructional
 - Curriculum Integration Efforts
 - Extension/Enrichment Activities
 - Flexible Grouping Plans
 - Homework Assignments and Guides

- Instructional Sequencing
- Literature/Book Lists
- Modifications/Differentiation for Special Needs
- Review/Reinforcement Activities
- Student Work Samples
- Technology Links
- Units of Study/Thematic Units
- Video of Instruction
- Personal and Professional Responsibilities
 - Accomplishments (goals, recognition awards)
 - Course Work, Conferences, Workshops, Presentations, Meetings
 - Parent Communication (syllabus, notes, letters, surveys, forms, feedback)
 - Personal Reflective Journal
 - Professional Involvement (committees, organizations, community projects)
 - Professional Learning Communities
 - Research to Practice (professional readings, journals)
 - Team/Grade Level Meeting Notes

6. Mid-year evaluation check-in

The evaluator or educator may request an optional mid-year formative conference for check-in on Focused Evaluation progress. The purpose of the meeting may include but is not limited to a conversation about a preliminary rating, artifacts or evidence that may still need to be collected, or student growth goals.

7. Educator prepares for Summative Evaluation Conference

Educators continue to gather artifacts and/or evidence that complete the documentation for the Focused Evaluation process. Educators should be prepared to discuss the artifacts and/or evidence they have collected during the Summative Evaluation Conference. While the artifacts and/or evidence collected by the educator may seem self-explanatory, it is critical that the educator is able to explain how the evidence and artifacts reflect the educator’s performance and growth in the different Danielson Framework components within the selected criterion and student growth goals.

8. Educator and evaluator hold the Summative Evaluation Conference

Prior to June 1, the evaluator and educator hold a final summative evaluation conference to review the outcome of the initial conference, artifacts and/or evidence prepared by the educator, student growth data, and observation reports as appropriate. This summative evaluation conference enables the educator to point out important aspects of the educator’s work as well as essential areas of growth.

The educator will present the educator’s student growth data relative to the educator’s goals in Criterion 3 or 6. This data will be used to evaluate the student growth component of TPEP using the student growth rubrics. Criterion scores, including instructional and student growth rubrics, will be determined by an analysis of evidence.

The Summative score reported to OSPI is the Summative score earned on the most recent Comprehensive Evaluation Cycle. Should an educator provide evidence of exemplary practice on the chosen focused criterion, a Distinguished score may be awarded by the evaluator for that year. Ratings shall be based upon the preponderance of evidence and its relationship to the state developed rubric. When there is an even number of components within a criterion, a split score, or evidence is unclear, the educator and evaluator may use one or more of the following to determine the criterion score:

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- Have further discussion about the specific components; or
- Provide additional convincing evidence or artifacts, if relevant; or
- Conduct additional observations if the criterion can be evaluated by observation.

The educator signs the Focused evaluation; copies are filed with the educator, evaluator, and the District's Human Resources office. The educator's signature shall indicate that the evaluation has been discussed, but does not necessarily denote agreement with all that is written. Such statements as the educator may deem appropriate may be attached to the evaluation.

Evidence and artifacts are not submitted with the report to the MISD Human Resources Department.

D. Certificated Instructional Support Staff Comprehensive Binary Evaluation Plan - Application

1. The job performance expectations are delineated in the Framework for Teaching (Danielson 2007) Evaluation Plan Cycle.
2. All CISS must participate in the Comprehensive Binary Evaluation Cycle at least once every four (4) years. In the years in which a Comprehensive Evaluation is not required, the CISS may participate in a Focused Binary Evaluation (see Section 3.D below).
3. In addition to the CISS participating in a Comprehensive Evaluation once every four (4) years, the following CISS must also participate in a Comprehensive Evaluation:
 - a. A CISS who has not yet completed four (4) years of satisfactory Comprehensive Binary Evaluations;
 - b. A CISS on a non-continuing (also referred to as "limited") contract; and
 - c. A CISS who received an overall Unsatisfactory summative rating on the CISS's previous Comprehensive Evaluation.
4. Certificated Instructional Support Staff new to the District (P-1) or (P-3) are eligible for a mentor provided by the district for the first year of employment. This mentor shall be identified no later than thirty (30) days after the employee's first student contact day.
5. At the beginning of each school year, prior to the Initial Conference, the administrator will provide CISS one (1) hour for the purpose of reviewing the Framework for Teaching and self-assessment. This time may occur during but not be limited to pre-service, School Start Professional Development Days, District Directed Early Release/Late Start or staff meetings.

E. Certificated Instructional Support Staff Comprehensive Binary Evaluation Plan

1. Administrator identifies evaluation cycle and expectations with CISS.

Prior to September 30, administrators will inform CISS who are on the Comprehensive Binary Evaluation Cycle. The administrator will document the fact that the participant was informed of the employee's evaluation cycle.

An administrator will explain the steps in the Comprehensive Binary Evaluation process.

2. CISS completes self-assessment; staff member and evaluator hold conference.

Prior to October 5, the evaluator will schedule an initial individual conference with all CISS on the Comprehensive Binary Evaluation cycle. This meeting shall be held no later than November 15. Prior to this meeting, CISS shall complete the Self-Assessment Worksheet

and identify the purpose and members of their Support Team. During this conference the CISS and the evaluator will discuss the CISS's performance in each of the four (4) domains.

3. CISS Collaborates with a Support Team.

Certificated Instructional Support Staff on the Comprehensive Binary Evaluation cycle meet regularly with their Mentor/Support Teams. The purpose of these teams is to assist CISS in their professional growth.

Support Teams have no size or composition restrictions. Examples of Support Teams include grade level teams, department teams, cross-content teams, and Professional Learning Communities. A new CISS may benefit from a Support Team that contains a heterogeneous mix of experience levels, backgrounds, grade levels, and subjects. Support teams do not have size or composition restrictions. The goals of the Support Teams include but are not limited to:

- Clarifying their understanding of the Framework for Teaching for CISS Domains and Components;
- Helping each other reflect on the quality of evidence collected for all domains;
- Assisting team members as needed in the gathering of evidence and artifacts; and
- Working with new staff on operational issues.

4. CISS gathers evidence to document professional performance

CISS on the Comprehensive Binary Evaluation cycle shall collect evidence and/or artifacts that demonstrate skill and growth in all four (4) domains of the evaluation criteria. For each of the domains, the CISS shall collect between one (1) and five (5) artifacts and bring them to the Summative Conference. This evidence shall serve as an integral part of the Summative Conference.

Examples of evidence that could be collected in each of the four (4) domains may include but are not limited to:

- Planning and Preparation
 - Grade Book or Service Provider Log(s)
 - Grading Scale/Plan
 - Lesson Plans
 - Long Range Plans
 - Substitute Plan
- Classroom Environment
 - Affective Domain (incentive, rewards, projects)
 - Bulletin Board (instructional, guidance, celebration)
 - Class Rules/Routines
 - Cooperative Learning
 - Discipline Plan
 - Group Building Strategies
 - Homework Plan
 - Behavior Management Forms
 - Student Management Form
 - Physical Layout (rationale)
 - Seating Arrangement (rationale)
 - Video
- Instructional
 - Curriculum Integration Efforts
 - Extension/Enrichment Activities

- Flexible Grouping Plans
- Homework Assignments and Guides
- Instructional Sequencing
- Literature/Book Lists
- Modifications/Differentiation for Special Needs
- Review/Reinforcement Activities
- Student Work Samples
- Technology Links
- Units of Study/Thematic Units
- Video of Instruction
- Personal and Professional Responsibilities
 - Accomplishments (goals, recognition awards)
 - Course Work, Conferences, Workshops, Presentations, Meetings
 - Parent Communication (syllabus, notes, letters, surveys, forms, feedback)
 - Personal Reflective Journal
 - Professional Involvement (committees, organizations, community projects)
 - Professional Learning Communities
 - Research to Practice (professional readings, journals)
 - Team Meeting Notes

5. Evaluator completes formal observation(s)

All CISS on the Comprehensive Evaluation cycle shall be observed in the performance of their assigned duties for the purposes of evaluation at least twice each year. The evaluator must observe the CISS for a total of sixty (60) minutes, thirty (30) of which must be continuous. The 30-minute continuous observation must be scheduled in advance. Certificated Instructional Support Staff who are labeled P-3 shall be observed at least three (3) times for no less than ninety (90) total minutes. Following each observation or series of observations, the evaluator shall promptly document the results of the observation in writing and shall provide the CISS with a copy within three days after the report is prepared.

CISS on the Comprehensive Binary Evaluation cycle shall be evaluated on all four (4) of the domains in the evaluation framework.

New CISS shall be evaluated within the first ninety (90) calendar days of their employment. They shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days from the employee's first student contact day in accordance with RCW 28A.405.100.

6. Educator prepares for Summative Evaluation Conference

Certificated Instructional Support Staff, working with their Support Teams, continue to gather artifacts and evidence that complete the documentation for the Comprehensive Binary Evaluation process. CISS should be prepared to discuss the artifacts they have collected during the Summative Evaluation Conference. While the evidence collected by the CISS may seem self-explanatory, it is critical that the CISS is able to explain how the evidence and artifacts reflect the CISS's performance and growth in the different domains during the Summative Evaluation Conference.

7. Certificated Instructional Support Staff and Evaluator hold the Summative Evaluation Conference

In the Summative Evaluation Conference, the evaluator and CISS review outcomes of the Initial Conference, artifacts prepared by the CISS and observation reports as appropriate. This summative evaluation conference enables the CISS to point out important aspects of the employee's work as well as essential areas of growth.

8. Evaluator completes Final Written Evaluation

At the conclusion of the yearly evaluation cycle, evaluation results shall be used by the employee's evaluator, in accordance with RCW 28A.405.100, to judge the CISS's performance as satisfactory or unsatisfactory. A CISS who is rated unsatisfactory in one or more components shall result in an unsatisfactory evaluation.

By May 1, CISS in the first year of employment with the District shall receive their completed Comprehensive Binary performance evaluation.

By June 1, all other CISS on the Comprehensive Binary Evaluation cycle shall receive their completed evaluation.

The evaluation should reflect the quality of performance based on the evidence collected by both the CISS (through artifacts) and the evaluator (through observation). In the Comprehensive Binary Evaluation process, CISS are evaluated on all four (4) domains of the Framework for Teaching for Certificated Instructional Support Staff.

The CISS signs the Comprehensive Binary Evaluation; copies are filed with the CISS, evaluator, and District's Human Resource office. The CISS member's signature shall indicate that the evaluation has been discussed, but does not necessarily denote agreement with all that is written. Such statements as the CISS may deem appropriate may be attached to the evaluation.

Evidence and artifacts are not submitted with the report to the District's Human Resources Department.

See Section 4 below for conditions under which an evaluation rating results in a Plan of Support and Assistance or probation.

F. CISS Focused Binary Evaluation Plan

CISS who have successfully completed the Comprehensive Binary Evaluation process shall be moved to the CISS Focused Binary Plan. CISS who are proficient or distinguished in three (3) domains shall develop their CISS Focused Binary Plan to focus on the identified domain.

The CISS Focused Binary Cycle, inclusive of formal observations and self-assessment, is a process of professional growth and development. In conjunction with the evaluator the CISS will design their Focused Binary Professional Growth Plan to best meet their needs as identified through self-assessment and reflection. When on the Focused Binary Professional Growth Plan, CISS may work as part of a team or work individually to achieve their goals.

A CISS remains on the Focused Binary Cycle on the condition that the CISS continues to maintain at least a proficient level of instructional performance as determined by the evaluator (as identified in WAC 28A.405.100). While a CISS may undertake a large-scale plan that spans several years, that plan should be divided into one-year increments with each year's undertakings outlined in a separate Professional Growth Plan.

At the beginning of each school year, prior to the Initial Conference, the administrator will provide CISS one (1) hour for the purpose of reviewing the Framework for Teaching and self-assessment. This time may occur during but not be limited to pre-service, School Start Professional Development Days, District Directed Early Release/Late Start or staff meetings.

Each CISS shall be entitled to \$600 during the five (5) years of the CISS Focused Binary Plan for use in attaining stated goals. Funds not expended by the CISS by the end of the fifth year of the CISS Focused Binary Plan shall be returned to the Building Fund.

All CISS educators must participate in the Comprehensive Binary Evaluation Cycle at least once every six (6) years. In the years in which a Comprehensive Binary Evaluation is not required, the educator may participate in a Focused Binary Evaluation. The job performance expectations are delineated in the Framework for Teaching for Certificated Instructional Support Staff (Danielson 2007).

Any CISS who has demonstrated deficiencies or has failed to meet the Evaluation Standards may be placed on the CISS Comprehensive Binary Cycle at any time.

The CISS may initiate a move from the Focused Binary to Comprehensive, or the evaluator can initiate, in writing, a move from the Focused to the Comprehensive Evaluation at any time on or before December 15; however, if the need is determined after December 15, the evaluator and CISS should talk about the area(s) of concern and ways to improve. If improvement is not shown, the CISS will start the next school year on the Comprehensive Cycle.

Steps for CISS Focused Binary Plan:

1. Administrator identifies evaluation cycle and expectations with CISS

Prior to September 30, administrators will inform CISS who are on the CISS Focused Binary Plan.

This notification can occur with CISS in a group setting or individually, as determined by the evaluator. The administrator will document the fact that the participant was informed of the employee's evaluation cycle.

The evaluator will explain the steps in the CISS Focused Binary process.

2. CISS complete self-assessment and set goal(s).

CISS on the CISS Focused Binary Plan shall set up to three (3) professional growth goals. In preparation for goal setting, CISS shall complete the Self-Assessment Worksheet, after reflecting upon the Framework for Teaching for Certificated Instructional Support Staff (Danielson 2007).

Based on the needs identified in the Self-Assessment Worksheet, CISS identify their professional growth goal(s) for the year. These goals describe areas of focus, planned activities, colleagues to be involved, resources needed, and methods for evaluating growth toward stated goals.

Goals may include but are not limited to work related to advanced or professional certification, School Improvement Plan, District Improvement Plan, job-alike teams or other District initiatives. Work done for these initiatives may be used as evidence of professional growth.

3. CISS choose a professional growth option and develop a Professional Growth Plan

The Professional Growth Plan provides CISS with four (4) options for pursuing their goals:

- Action Research
- Collaborative Groups
- Working with a Mentor
- Independent Study

CISS identify the option they will use to accomplish their professional growth goal(s) and complete the appropriate form for that option prior to the initial, individual conference. (See Professional Growth Plan for a description of each option.)

4. CISS and evaluators hold Initial Conference.

Prior to October 5, the evaluator shall schedule an Initial Conference with all staff on the CISS Focused Binary Plan. This meeting shall be held no later than November 15. At the CISS member's discretion a group conference may be requested.

In preparation for this meeting, the CISS shall have completed the Self-Assessment Worksheet and the first page of the Focused Binary Professional Growth Plan.

The meeting is intended to be a collaborative conversation between the CISS and evaluator focused on the CISS member's professional development. During this meeting, the participants review the professional goal(s) and the plan for professional growth, including activities, colleagues involved (if appropriate), resources needed, and methods for evaluating growth toward stated goals. At this time, the CISS and the evaluator discuss possible artifacts or evidence to be collected throughout the year. All Focused Binary Professional Growth Plan materials belong to the CISS (See Appendix C for list of suggested evidence, artifacts and possible Professional Growth Plan activities).

5. CISS conduct Focused Binary Professional Growth Plan.

CISS follow appropriate steps according to the outline of activities in their plan, including collecting evidence or artifacts for the option they have chosen.

6. Mid-year evaluation check-in.

The evaluator or CISS may request an optional mid-year formative conference for check-in on progress. The purpose of the meeting may include but is not limited to a conversation about a preliminary rating, artifacts or evidence that may still need to be collected, or other data points relevant to the overall evaluation.

7. Evaluator completes formal observation(s).

All CISS on the Focused Binary Evaluation Plan shall be observed in the performance of their assigned duties for the purposes of evaluation at least twice each year. The evaluator must observe the CISS for a total of sixty (60) minutes, thirty (30) of which must be continuous. The 30-minute continuous observation must be scheduled in advance.

8. CISS and evaluator hold the Final Evaluation Conference.

No later than June 1, the CISS and the evaluator shall meet to discuss the outcome of the Focused Binary Professional Growth Plan. While the evidence collected by the CISS may seem self-explanatory, it is crucial that the CISS is able to explain how the evidence reflects the employee's accomplishment of the goal(s). In this conference, the evaluator and CISS review the Initial Professional Growth Plan Option Form, outcomes of the Initial Conference, and the evidence or artifacts prepared by the educator. This final evaluation conference enables the CISS to point out important aspects of the employee's work as well as areas of growth.

At the end of the Focused Binary Professional Growth Conference, the CISS and evaluator sign the Focused Binary Professional Growth Plan indicating they have had a conference; copies are filed with the CISS, evaluator, and District's Human Resources office. Based on Danielson's Framework for Teaching for Certificated Instructional Support Staff (2007) the evaluator certifies that the CISS's overall performance is deemed satisfactory (as required by RCW 28A.405.100).

Evidence and artifacts are not submitted with the report to the District's Human Resources Department.

G. Focused Binary Professional Growth Plan Options

1. Action Research

Action research allows CISS to work on a question the CISS may have in regard to their self-assessment. The information gathered by the CISS is then utilized to improve instructional practice and student learning. Action research can be self-directed or be done by a group of CISS who have a common interest/question to be researched.

2. Steps for Action Research

Step 1:

- Generate possible research questions
- Identify focus of study and possible hypothesis
- Examine resources available including the expertise of other educators
- Identify support group
- Step 2:
- Review literature on the topic
- Develop goal statement and research question
- Decide on data collection: What; When; How
- Develop an action plan
- Step 3:
- Implement action plan
- Make adjustments as needed along the way
- Develop and share final report
- Consider adjustments to be made based on findings

Step 4:

- Gather evidence and/or artifacts agreed upon in plan

Step 5:

- Complete CISS PGP Form and meet with evaluator for Final Conference

3. Collaborative Groups

A Collaborative Group is a group of CISS with a shared interest in coming together to research and discuss a specific topic or method. A Collaborative Group can consist of but is not limited to:

- Professional Learning Community
- Peer coaching
- Book studies
- Problem-solving
- Course work
- Critical Friends
- District committees as agreed upon between educator & evaluator

Step 1: Meet with the group to determine focus, time and dates to gather together, materials needed, and whether they will apply for clock hours

Step 2: Gather materials such as books, articles, videos, presenters, and research reports, if applicable

Step 3: Meet to learn and discuss together

Step 4: Apply learning to professional practice and reflect upon effectiveness of that work

Step 5: Gather evidence and/or artifacts agreed upon in plan

Step 6: Complete Professional Growth Plan form and meet with evaluator

4. Work With Mentor

A mentor can be but is not limited to a district employee. A mentor can be any person with professional expertise who can assist the CISS in achieving the employee's professional goals (this mentor, unlike the district-provided mentor for P-1, P-2, and P-3 employees, is not paid a stipend).

Step 1: Define mentor/mentee goals & activities and identify mentor

Step 2: Meet with mentor throughout the year to discuss focus of work

Step 3: Apply learning to professional practice

Step 4: Reflect upon effectiveness of that work

Step 5: Gather evidence and/or artifacts agreed upon in plan

Step 6: Complete Professional Growth Plan form and meet with evaluator

5. Independent Study

In an independent study, the CISS determine a course of study based on the Self-Assessment Worksheet.

Step 1: Determine focus and materials needed

Step 2: Gather materials such as books, articles, videos, presenters, research reports, etc.

Step 3: Learn and reflect on topic

Step 4: Apply learning to professional practice and reflect upon effectiveness of that work

Step 5: Gather evidence and/or artifacts agreed upon in plan

Step 6: Complete Professional Growth Plan form and meet with evaluator

Section 4 – Actions for Unsatisfactory Performance Ratings or Those Failing to Meet Specified Criteria and Probation

A. Plan of Support and Assistance for All Educators and CISS

Any educator or CISS who has received an Unsatisfactory rating in one (1) or more of the components of the evaluation criteria and Framework corresponding to the individual's position (that is, the 2011 Framework for Teaching for educators, and the 2007 Framework for CISS) shall receive support in the form of a formal Plan of Support and Assistance. Any educator or CISS who has four (4) or more years of experience and has received a comprehensive summative evaluation performance rating of Basic (Level 2) related to the evaluation criteria and Framework corresponding to the individual's position shall receive support in the form of a formal Plan of Support and Assistance. The evaluator shall conduct at least two (2) observations with written feedback before placing the individual on a Plan of Support and Assistance. If the evaluator

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places an educator or CISS on a Plan of Support and Assistance, the evaluator shall meet with the individual to develop the Plan of Support and Assistance, which shall include specific areas of deficiency needing improvement, identification of specific resources for support including mentoring, timelines for meeting the evaluation criteria, and dates for formal check-in meetings. Timelines shall provide adequate time for growth. At the end of the timeline established in the Plan of Support and Assistance, the evaluator shall meet with the individual to share the evaluator's evaluation of the progress the individual has made.

B. Probation

Educators and CISS who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments (WAC 181-82-110).

The purpose of the probationary period is to give the educator or CISS opportunity to demonstrate improvements in the employee's areas of deficiency. The following provisions and procedures for probation shall be followed:

1. At any time after October 15, and provided that the educator or CISS was previously placed on a formal Plan of Support and Assistance as described in Section 4.A. above, an educator or CISS whose work is not judged satisfactory based on district evaluation criteria identified herein shall be notified in writing of the specific areas of deficiencies along with a reasonable Program for Improvement.
2. For educators, the following comprehensive summative evaluation performance ratings mean an educator's work is judged not satisfactory:
 - a. Unsatisfactory (Level 1); or
 - b. Basic (Level 2) if the educator is a continuing contract employee with more than five (5) years of teaching experience and if the Basic (Level 2) comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a three (3) year time period.
3. An educator or CISS whose work is judged not satisfactory will be given advance written notification that a written recommendation for probation is being forwarded to the Superintendent.
4. Prior to delivery of the evaluation report to the Superintendent, the evaluator shall hold a conference with the educator or CISS (the "probationer") to discuss performance deficiencies and proposed forms of support to be included in a reasonable Program for Improvement. The probationer shall be given the opportunity to identify assistance and resources to help address the employee's performance deficiencies, and shall have the right to Association representation at the conference.
5. If the Superintendent concurs with the evaluator's evaluation that the employee's performance is not satisfactory, the Superintendent shall place the employee on probation.
6. A probationary status of sixty (60) school days shall be established.
 - a. Days may be added if deemed necessary to complete a Program for Improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15 of the same school year.
 - b. The probationary period may be extended into the following school year if the probationer has more than five (5) years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15 of Unsatisfactory (Level 1).

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7. The Superintendent shall provide written notice, as specified below, to the employee of the probation decision. The Superintendent's notice shall include and clearly delineate the following:
 - a. Details and dates of evaluations.
 - b. Statements by the evaluator, including the evaluation report prepared for the Comprehensive Evaluation Cycle, showing reasons for the recommendation for placement on probationary status.
 - c. A specific and reasonable Program for Improvement that includes educator or CISS and evaluator actions, supports and resources designed and intended to assist the employee demonstrate improvement in the areas of deficiency and removal from probationary status; details of performance, including measures and benchmarks from the instructional Framework rubric; details and dates of conferences; a statement indicating the duration of the probationary period; and a statement that the purpose of the probationary period is to give the educator the opportunity to demonstrate improvement in the educator's area or areas of deficiency.
 - d. The signature of the Superintendent indicating concurrence with the evaluator's recommendation of probation.
8. Upon the signature of the Superintendent concurring with the recommendation for probation, a signed copy of the Superintendent's notice shall be given to the educator or CISS, and a signed copy forwarded to the Personnel Office for inclusion in the educator's or CISS's file. A copy shall be retained by the Superintendent for action.
9. At or shortly after the delivery of the probationary notice, the evaluator shall hold a conference with the probationary educator or CISS to discuss performance deficiencies and the remedial measures to be taken. The probationer shall be given the opportunity to identify assistance and resources to help address the employee's performance deficiencies and shall have the right to Association representation at the conference. The signature of the educator or CISS on the notice will be requested, indicating the employee's receipt of the notice.
10. The evaluator shall assist in developing and carrying out a process for educator or CISS improvement during the probationary period. If the educator or CISS so desires, and the evaluator agrees, a committee mutually agreed upon by the educator or CISS and the evaluator may be formed consisting of persons who may be of assistance in this process. The purpose of this committee shall be solely to assist the educator in the improvement process.
11. The evaluator may authorize one additional certificated evaluator to evaluate the probationer and to aid the probationer in improving the employee's areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned from a list of evaluation specialists compiled by the ESD.
12. During the probationary period, the educator or CISS may not be transferred from the employee's original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the probationary employee or the District.
13. During the probationary period the evaluator shall meet with the educator or CISS at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the

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educator or CISS. The probationer shall have the right to Association representation at these meetings.

14. At the end of the probationary period the evaluator shall prepare a written Evaluation Report for the Superintendent. The Report shall summarize the performance and improvement, if any, of the educator or CISS during the probationary period. Prior to the delivery of the Evaluation Report to the Superintendent, the evaluator shall provide a signed copy of the Report and hold a conference with the probationary educator or CISS to discuss the Report and its recommendations. The educator or CISS shall have the right to Association representation at the conference.
15. A signed copy of the Evaluation Report shall be forwarded to the District's Human Resources Department, which shall transmit it to the Superintendent. A written notice of the Superintendent's determination or appropriate action in the matter will be provided to the educator or CISS, and the Association.
16. The educator or CISS must be removed from probation if the employee has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the employee's initial notice of deficiency and subsequently detailed in the employee's Program for Improvement. An educator must be removed from probation if the educator has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic (Level 2) or above for a continuing contract educator with five (5) or fewer years of experience, or of Proficient (Level 3) or above for a continuing contract educator with more than five (5) years of experience.
17. If the educator or CISS is removed from probation, no further evaluations are required for that year. The following year, the educator shall be placed on the Comprehensive Evaluation Cycle, and the CISS shall be placed on Comprehensive Binary.
18. An evaluation report shall be filed before the end of ninety (90) calendar days at the beginning of a new school year for any educator or CISS who was removed from probation the prior year.
19. Immediately following the completion of a probationary period that does not produce the performance changes detailed in the initial notice of deficiencies and Program for Improvement, the educator or CISS may be removed from the employee's assignment and placed into an alternative assignment for the remainder of the school year. In the case of an educator, the employee may be removed from the employee's assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of the probationary period that does not result in the required performance ratings specified in the initial notice of deficiency and subsequently detailed in the employee's probationary Program for Improvement. 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.
20. All Evaluation Reports containing a recommendation for non-renewal of contract shall clearly delineate the following:
 - a. Reference to the initial notice of deficiency and subsequent Superintendent action;
 - b. Details of the areas of deficiency detailed in the initial notice of deficiency and subsequently detailed in the Program for Improvement;
 - c. Details and dates of conferences with the educator relative to corrective measures taken during the probationary period;

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- d. Statements by the evaluator explaining the lack of sufficient improvement in the areas of deficiency detailed in the initial notice of deficiency and subsequently detailed in the Program for Improvement; and
 - e. Additional documentation may be appended to the Evaluation Report if necessary and its inclusion shall be specified on the face of the Evaluation Report.
21. If a procedural error occurs in the implementation of a Program for Improvement, the error does not invalidate the educator's or CISS's Program for Improvement or evaluation activities, unless the error materially affects the effectiveness of the plan or the ability to evaluate the educator's performance.

C. Career Counseling

The evaluator and the educator or CISS may come to a common agreement that the District would be better served if the individual assumed different responsibilities in or out of the school system. Career counseling shall be flexibly designed to meet the needs of both the District and the educator or CISS. Career counseling may be provided by District staff or by an outside professional selected by, and paid for, by the District.

D. Termination

A provisional employee who does not meet Evaluation Criteria may be terminated. Provisional employees are not required to be placed on probation under Article VIII, Section 4.

When an educator with a continuing contract with five (5) or more years of experience receives a comprehensive summative evaluation rating of Unsatisfactory (Level 1) for two (2) consecutive years, the District shall, within ten (10) days of the Summative Evaluation Conference or May 15, whichever occurs first, implement the employee notification of non-renewal (discharge) as provided in RCW.28A.405.300.

E. Human Resource Decisions

Evaluation results must be used as one of multiple factors in making human resource and personnel decisions.

1. Human resource decisions include but are not limited to:
 - a. Building transfers
 - b. Mentor eligibility for new staff members
 - c. Opportunities to serve as a cooperating teacher for student teachers
 - d. Participation on curriculum teams
 - e. Consideration to forego planning time to cover a class
 - f. Assignment to teach a split-class
2. Human resource decisions may also include reductions in force in accordance with Article VIII, Section 1.

Section 5 – Roles and Responsibilities of Mentors

- A. All eligible educators and CISS shall be provided the assistance of a designated District mentor. The mentor will help the educator or CISS develop competence, self-confidence, self-direction, and professionalism.
- B. The Mentor shall meet with the educator or CISS to guide the educator or CISS through the daily operation of the school/department; share materials and strategies; listen to concerns; observe work and encourage self-reflection; demonstrate and reflect on the employee's own work; provide information about professional opportunities; review and discuss the Framework for Teaching Domains, and Components, and help identify specific goals for professional growth.
- C. When an employee is hired for less than a full school year, a mentor will be identified no later than thirty (30) days after the new-hire's first student contact day. The stipend shall be prorated based upon the number of months remaining in the school year.

Section 6 – Evaluation Files

- A. There shall be two (2) files for the collection of evaluative data; one kept by the evaluator, and one, with summative evaluative data kept at the District office. Files may be kept by other persons assisting in the evaluation of an educator or CISS; but following the conclusion of the evaluation process, all materials of record shall be returned to one of the two (2) files previously mentioned. The two (2) files are described below.
- B. The file kept by the evaluator shall include all evaluation forms and evaluative data collected by the evaluator, copies of which shall be given to the educator or CISS.
- C. Copies of all evaluations shall be forwarded to the District's Human Resources Office by June 30 of each year. Copies of all such data shall be given to the educator or CISS.
- D. No file without educator or CISS access may be kept. Dissemination of the information contained in all evaluation shall be restricted as per state law.
- E. An educator or CISS may add material to the employee's evaluation file as per Article IV, Section 5 – Employee Rights.

ARTICLE IX – GRIEVANCE PROCEDURES

Section 1 – Purpose

The purpose of this article is to provide for the orderly and timely adjustment of grievances of individual employees and of the Association.

Section 2 – Definitions

As used through this statement:

A “**Grievance**” shall mean a claim by an individual employee or a group of employees or by the Association that the Collective Bargaining Agreement between the District and the Association has been violated, misinterpreted, misapplied, applied unevenly or unfairly, or not applied, or that there exists conditions which unduly endanger the health and safety of the employee.

“**Grievant**” is a term designating the individual employee, the group of employees, or the Association of the District having a grievance.

“**Grievance forms**” means printed forms used in the process of establishing and adjusting a grievance under this procedure.

“**Days**” means workdays as they apply to the position of the grievant. Holidays and vacation days of the grievant shall not be included. If the grievance is not concluded by the end of the student school year the timeline will continue into the summer counting business days as days.

Section 3 – General Conditions

- A. **Time limit:** The adjustment of grievances shall be accomplished as rapidly as possible. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom the grievance is being considered.
- B. **Time limit for filing an appeal:** Any written disposition of a grievance which results from a hearing conducted under any of the steps described in this statement (Section 4, Procedures) shall be officially recorded as the final disposition of the grievance unless, within seven (7) days from the date of receiving the disposition, the grievant files the grievant's intent to utilize the next step available to the grievant.
- C. **Representation:** Any grievant shall have the right at any time to present grievances and to utilize each step of the grievance procedure, excluding Step 3, with counsel of the grievant's own choice as long as the disposition of the grievance does not conflict with the terms of this Agreement and the Association has been given the opportunity to be present at all meetings, hearings and proceedings between the grievant and the District pertaining to the grievance. If the grievant so requests, the grievant may be represented at each formal step in the procedure by a representative of the Association; however, the Association shall not be obligated to represent any grievant at any step in the procedure and whether it does so shall lie within its sole discretion. The Association shall be given the opportunity to have its representative present at all meetings, hearings, and proceedings, and shall be notified in writing as to the disposition of the grievances. If an aggrieved party is not represented by the Association, the Association shall have the right to be present.
- D. **Confidentiality:** All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily disclosed by any participant or by any employee or director of the District during the grievance adjusting process. The grievance forms and the final adjustment thereof shall be maintained as a permanent record in the custody of the Superintendent. All other

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documents, communications, and records dealing with the grievance shall be filed separately from the grievant's personnel file and shall be destroyed no more than seven (7) years from the date of the final adjustment decision. If the grievant so requests in writing, a record of the final adjustment of the grievance may be placed in the grievant's personnel file.

- E. **Freedom from reprisal:** Individuals who participate as parties to an adjustment proceeding, whether as grievant, witnesses, representatives of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the process.
- F. **Mutual assistance in investigations:** All parties to a grievance shall cooperate and furnish to one another, on request, information in their possession germane to the grievance.
- G. **Release from duty:** All meetings, hearings, appeals, or other proceedings relating to the grievance adjusting process shall be scheduled outside of the normal school day whenever possible. However, whenever a meeting, a hearing, an appeal, or other proceedings related to a grievance adjusting process require an employee's absence from the employee's regular duty assignment, the employee shall be released from such assignment without loss of pay or without other penalty.

Section 4 – Grievance Procedure

The adjustment of grievances shall be accomplished as rapidly as is possible in order to resolve the grievance promptly. To expedite resolution, the written grievance (Appendix A, Form A) shall be initiated within sixty (60) days following the events or occurrence upon which the grievance is based, or from the date when the grievant knew or should reasonably have had knowledge of its occurrence. Grievances related to salary must be filed within this sixty (60) day time period and shall not require correction and back pay for any period greater than one (1) calendar year from the date of the actual event.

The number of days within which each step is prescribed to be accomplished shall be considered a maximum and every effort shall be made to expedite the process. Failure of either party to meet the appropriate time limits shall be cause for the grievance to be sustained or denied.

- Step 1:** An employee with a grievance shall be encouraged by the Association and the employer to discuss the grievance with the employee's immediate supervisor and every effort shall be made to resolve the grievance at this level in an informal manner. If the employee is dissatisfied with the outcome of the initial private conference(s), the employee may request a formal conference with the immediate supervisor by reducing the grievance to writing defining facts and issues (Appendix A - Form A). This formal conference shall occur within seven (7) days after the immediate supervisor has received the written complaint. A written response (Appendix A - Form B), with supporting rationale, shall be forwarded to the grievant from the immediate supervisor within seven (7) days after the formal conference.

Nothing herein shall at any time or in any way mean that an employee does not have the right to confer with or ask the Association to process the employee's grievance at that point.

- Step 2:** If the grievance is not resolved to the satisfaction of the grievant under Step 1, the grievant may, within seven (7) days after the receipt of the written report of the formal conference (Appendix A - Form B) refer the grievance to the Superintendent by submitting a copy of the Grievance Review Request Form (Appendix A - Form B) to that office. Within three (3) days after the receipt of the Grievance Review Request Form (Appendix A - Form B), the Superintendent will either accept responsibility for reviewing the grievance or assign another District administrator to review the grievance. The Superintendent or designee will meet with the grievant and any representatives or

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witnesses the District, grievant, Association or Superintendent, or designee, wish to be present within ten (10) days of receiving the Grievance Review Request Form (Appendix A - Form B). The grievant may be represented at the meeting by such parties as the grievant feels necessary. The Association has the right to be present at such a meeting. The Superintendent or designee will submit a decision, with supporting rationale, on the grievance in a written notice (Appendix A - Form C) within seven (7) days after the grievance review meeting. The report will be provided to the employee and the Association. At the request of the grievant, a meeting with the Step Two official (the Superintendent or designee) will be held to discuss the grievance response. This decision shall be the final disposition of the grievance, except as noted below.

Step 3: If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue to final and binding arbitration by providing written notice (Appendix A - Form D) to the Superintendent within ten (10) days following Association's receipt of the District's final decision at Step 2 (Appendix A - Form C). Within seven (7) days of notification that the dispute is submitted for arbitration, the District and the Association shall attempt to agree on an arbitrator. If the District and the Association fail to agree on an arbitrator, the Association shall file for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under their labor arbitration rules. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will use the "strike" method of selecting an arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall only be authorized to interpret the existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Any dismissal of a grievance by the arbitrator, whether on the merits or on procedural grounds, shall bar any further arbitration of the issue in dispute.

Each party shall pay any compensation and expenses relating to its own witnesses or representatives. The total fees and expenses of the arbitrator shall be shared equally by the District and the Association. The total fees and expenses of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half of the stenographic fees and expenses.

ARTICLE X – SALARIES AND COMPLIANCE

Section 1 – Base Salary

A. Salary Schedule

1. Employees shall be paid a base salary according to the schedule in Appendix B for one-hundred and eighty (180) days of student instruction, three (3) days of professional learning described in subsection C below, and the responsibilities in subsection B below, prorated by FTE.
2. Except as otherwise provided in this Agreement, employees shall be placed on the salary schedule with degrees, credits and years of service in accordance with the state regulations for placement on the state allocation model (SAM) in effect for the 2017-18 school year.
3. **ESA Professional Non-Education Experience:** For those employees holding Educational Staff Associate (ESA) certification (occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, board certified behavior analysts, social workers, licensed mental health counselors, and psychologists), years of experience may include experience credit for professional employment while licensed and working in non-education settings. Such experience credit will be on the basis of one (1) year of such experience being equal to one (1) year of experience in the District. Qualifying experience will not include self-employment and must have:
 - a. occurred after the employee completed the professional training and acquired the license required for the ESA position for which they have been hired;
 - b. included the job duties and responsibilities similar to those of the ESA position for which the employee has been hired; and
 - c. primarily involved working with children and young adults ages birth (0) to twenty-one (21) in a capacity related to their licensure.

Verification of experience is required and will be based on records submitted according to Article V, Section 13.

B. Responsibilities

Providing a quality education to all students in the District is dependent upon hiring and retaining the highest quality certificated staff. The time necessary for a certificated staff member to perform the employee's responsibilities will vary, dependent on such factors as the individual's own skill, experience and professional judgment.

The District and Association recognize that employees provide a professionally responsible level of services in the following areas which are part of the basic contract:

1. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
2. Fulfillment of basic contract expectations that fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, and communicating with parents and students.

C. District Professional Development Days

Three (3) days will be for the purpose of improving student learning, with at least 1.5 days occurring prior to the start of school. The placement of said days on the school calendar will be negotiated by the District and Association. Activities on at least one-half of one of the days (3.75 hours) will be determined by job-alike (e.g., grade level, departmental, CISS, etc.) teams in collaboration with their administrator centered around a building's school improvement plan or other building or District initiatives. Planning for professional activities will intentionally use a lens of removing barriers to educational equity and examining ways current policies and practices result in disparate outcomes for our students of color, students living in poverty, students receiving special education and English language development services, students who identify as LGBTQ+ and highly mobile student populations.

- D. For the 2023-24 school year, the salary schedule rates for the base contract have been increased by 1.3% above the final rates for the 2022-23 school year.

Section 2 – Additional Time, Responsibility, Incentive, Professional Learning and Enrichment (TRI/PLE)

A. TRI/PLE Supplemental Contract and Placement

Each employee will be issued a supplemental contract for the time described in subsection B below, and responsibilities identified in subsection C below based on the TRI/PLE schedule in Appendix B, prorated by FTE. Placement on the schedule is based on the same rules applicable to the employee's placement on the base salary schedule.

B. Additional Time

1. **Preparation Time:** One (7.5 hours) and one-half (3.75 hours) days shall be scheduled on the work year calendar for individually-directed preparation prior to the start of the school year.
2. **District Technology Day:** One district technology training day is for the purpose of technology training and implementation, subject to continued successful passage of the district technology levy. Employees who do not attend the technology training day or make up technology training day will have their TRI reduced by seven and one-half (7.5) hours of per diem pay, prorated by FTE.

C. Additional Responsibilities, Professional Learning and Enrichment

TRI/PLE pay shall be understood to be 7.78142% of the Base contract, plus the two and one-half (2.5) Professional Learning and Enrichment (PLE) Days identified in subsections B.1 and B.2 paid at the employee's per diem rate, plus longevity bonuses of \$2,228 at Step 15 (14 years of experience) or \$5,736 at Step 20 (19 years of experience). The TRI/PLE contract recognizes that employees provide a professionally responsible level of services in the following areas which are above the basic contract:

1. Preparation for and attendance at up to two (2) building activities outside of the workday, such as open houses, curriculum nights, parent education nights, school and community functions, and concerts (alternative activities may be substituted with the approval of the employee's supervisor);
2. Attendance at a minimum of two (2) instructional technology integration training experiences provided by Instructional Technology Coaches and/or Site Technology Leads;
3. Demonstrate the use of technology as a tool in the employee's professional practice as a means for positively impacting students and learning;

ARTICLE X – SALARIES AND COMPLIANCE

4. Teachers will utilize and update the District-adopted Learning Management Solution (LMS) for each grade level or grade band (e.g., Schoology, GoogleClassroom, SeeSaw, classroom website, etc.) to promote student success; and
5. Each employee shall update at the start of each school year and as necessary during the school year their District-provided web page with information for students and parents to access relevant information that may include: contact information, links to relevant LMS portals, course syllabus, and important class information.

ESA and/or Special Education Staff may discuss alternatives to any of the foregoing tasks that are not relevant to their position, with the Director of Instructional Technology and their Supervisor.

- D. For the 2022-23 school year, the salary schedule rates for the TRI/PLE contract are built off the base salary.

ARTICLE XI – TERMS OF AGREEMENT

This Agreement is effective as of September 1, 2023, and, except as noted, shall be binding upon the Board, the Association, and their members and shall remain in full force and effect through August 31, 2024.

This Agreement shall automatically be renewed after August 31, 2024, from year to year and shall be binding for additional periods of time unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date of the Agreement of its desire to modify the Agreement for a successive term or to terminate the Agreement.

The parties have made this agreement based on the legal and financial authority of the District at the time of its negotiation. The compensation and staffing provisions of this Agreement may be reopened by either the District or the Association if any of the following events were to occur:

- A. Failure of the voters to support an enrichment levy such that the District does not receive two levy collections in the applicable school year;
- B. The state legislature waives or amends statutory limitations on increases in non-supervisory certificated employee compensation;
- C. The state legislature does not fund an inflationary adjustment in salary allocation levels for part or all of an applicable school year; or
- D. The state legislature adds, removes or amends the present salary limitations; increases or decreases funding for salaries; or changes the manner and flexibility in which funding may be used, including local revenue and state funding for professional learning days.

Insurance benefits may likewise be reopened in the event state benefit laws are voided, removed or modified.

EXECUTION/SIGNATURES

Executed ___ day of _____, 2023, at Mercer Island by the undersigned officers by authority of and on behalf of the Mercer Island Board of Directors and the Association.

MERCER ISLAND EDUCATION ASSOCIATION

MERCER ISLAND SCHOOL DISTRICT

S/
Sally Loeser, President

S/
Fred Rundle, Superintendent

S/
Susan Hamp, Lead Bargainer

S/
Erin Battersby, Executive Director

NEGOTIATING TEAM:

Shannon Allen
Andy Hamp
Susan Hamp
Sally Loeser
Anna Morzinski
Elizabeth Ohvall
Elizabeth Premo
Chantel Torrey
Kate Yoder

Erin Battersby
Rosie Burns
Macaulay Dukes
Weston Lucas
Aaron Miller
Buzz Porter
Jamie Prescott
Jon Wollmuth

APPENDIX A: FORMS

This appendix is an integral part of the Collective Bargaining Agreement.

Mercer Island School District No. 400

Certificated Personal Business Hours Form

Three (3) days of leave for personal business will be granted each year. Unused and uncompensated personal business leave hours up to a maximum of three (3) days will automatically roll forward to the next academic year. An employee may choose to receive compensation for up to three (3) days of unused personal business leave hours by submitting this form for payment at the **hourly certificated substitute rate**. Due to the excess compensation regulations of the Department of Retirement Systems, TRS Plan 1 members must document on this form equivalent hours of additional actual work for this compensation.

Personal business balances can be found online via [Employee Access](#).

NOTE: Payment for personal business hours compensation will be included in the August payroll warrant. To be honored, this Form must be returned to the Payroll Office on or before June 30.

Employee Name: _____

District Work Location: _____

Notice of Intent:

I, _____, elect to be compensated for _____ number of
Employee Name *Hours*

personal leave hours. I understand and agree that my personal leave hour balance will be reduced by this amount.

Employee Signature

Date

RETURN THIS FORM TO THE PAYROLL OFFICE BY JUNE 30

FORM A

**Mercer Island School District
and
Mercer Island Education Association**

Grievance Form A: Complaint by the Aggrieved

Type or Print:

Aggrieved Person _____ Date of formal presentation _____

Home Address of Aggrieved Person _____

Phone Number _____

School/Building _____ Immediate Supervisor _____

Association Representative _____
(Signature)

STATEMENT OF GRIEVANCE (to include facts and issues):

Relief Sought:

(Signature of Aggrieved)

Distribution:
Association Representative
Immediate Supervisor
Association
Grievant

FORM B

**Mercer Island School District
and
Mercer Island Education Association**

Grievance Form B: Decision of Immediate Supervisor

(To be completed by the immediate supervisor within seven (7) days after hearing the grievance)

Type or Print:

Aggrieved Person _____ Date of formal presentation _____

School/Building _____ Immediate Supervisor _____

DECISION OF IMMEDIATE SUPERVISOR AND SUPPORTING RATIONALE:

Date of Decision _____

(Signature of Immediate Supervisor)

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

Date of Response _____

(Signature of Aggrieved)

- Distribution:
Association Representative
Immediate Supervisor
Association
Grievant

FORM C

**Mercer Island School District
and
Mercer Island Education Association**

Grievance Form C: Decision by Superintendent or Designee

(To be completed by the Superintendent or Designee within seven (7) days after the Step 2 grievance review meeting)

Type or Print:

Aggrieved Person _____

Date Appeal Received
By Superintendent _____

Date of Step 2 Grievance Review Meeting _____

DECISION OF SUPERINTENDENT OR DESIGNEE AND SUPPORTING RATIONALE THEREFORE:

Date of Decision _____

(Signature of Superintendent or Designee)

AGGRIEVED PERSON'S RESPONSE: *(To be completed by Aggrieved within ten (10) days of Superintendent's or Designee's Step Two decision)*

_____ I accept the above decision by the Superintendent or Designee.

_____ I hereby submit this grievance to arbitration.

Date of Response _____

(Signature of Aggrieved, or of Association President or Designee)

Distribution:
Association
Grievant

FORM D

Mercer Island School District

Grievance Form D: Decision Regarding Arbitration

(To be completed by the Association President or Designee within ten (10) days following the Step 2 grievance review meeting)

Type or Print:

Aggrieved Person _____

Association President or Designee _____

DETERMINATION BY ASSOCIATION:

_____ The Association, through its designated bodies, has determined not to submit this grievance to arbitration.

_____ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to arbitration.

Signature of Association President or Designee

Date of Determination to Submit to Arbitration

SELECTION OF THE ARBITRATOR:

(To be completed by the Superintendent and Association President or Designee within seven (7) days after the determination to submit to arbitration).

The parties have agreed upon and selected _____ as the arbitrator to whom the grievance is hereby submitted.

Date of Designation _____

(Signature of Superintendent)

(Signature of Association President or Designee)

Distribution:

- Association
- Superintendent
- Grievant

Certificated Employee's Contract



Mercer Island School District
Certificated Employee Continuing Contract
<School Year> School Year

<Date>

Building: <Building>

It is hereby agreed by and between the Board of Directors of The Mercer Island School District No. 400, King County, Washington, "District" and <Employee>, "Employee" that Employee:

- A. Shall be employed by the District as a <Assignment>.
- B. Shall perform such duties as are prescribed by and act in accordance with the laws of the State of Washington, the policies, rules and regulations of the District, and the agreement between the Mercer Island School District No. 400 and the Mercer Island Education Association for one school year, or portion thereof, which shall include the total number of days listed in the block below of actual school service and attendance at institutes and professional meetings, exclusive of holidays and vacation periods.

**Commencing on <Start Date> for <Days> days of actual school service,
for a Full Time Equivalent <FTE>
Salary Schedule Placement: <Placement> Base Annual Salary: <Salary>
Monthly payments begin on <Pay Start Date>**

The salary provision in this contract may be subject to adjustment in accordance with the current collective bargaining agreement between the District and MIEA. Please reference the current collective bargaining agreement for salary schedules and other details pertinent to employment by the District. The collective bargaining agreement can be found on the District website. Employee's salary placement may be adjusted based upon credits and clock hours submitted by Employee by October 15.

This Contract does not become effective until the Employee registers a valid teaching certificate and any other required credentials with the District.

The District reserves the right to decline to execute the foregoing contract unless it is signed and returned to the District within ten (10) calendar days or prior to the last day of school, whichever is later.

Secretary to the Board

Employee Signature

Date

Sign and return one copy to Human Resources, keeping one copy for your records.

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

Certificated Employee's Provisional Year 1 Contract



**Mercer Island School District
Certificated Employee Provisional Year 1 Contract
<School Year> School Year**

<Date>

Building: <Building>

It is hereby agreed by and between the Board of Directors of The Mercer Island School District No. 400, King County, Washington, "District" and <Employee>, "Provisional Employee" that Provisional Employee:

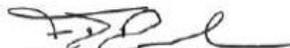
- A. Shall be employed by the District as a provisional <Assignment>.
- B. Shall perform such duties as are prescribed by and act in accordance with the laws of the State of Washington, the policies, rules and regulations of the District, and the agreement between the Mercer Island School District No. 400 and the Mercer Island Education Association for one school year, or portion thereof, which shall include the total number of days listed in the block below of actual school service and attendance at institutes and professional meetings, exclusive of holiday and vacation period.
- C. In accordance with RCW 28A.405.220, this contract is subject to non-renewal by the Board of Directors during the first three years of employment unless certain exceptions apply.

**Commencing on <Start Date> for <Days> days of actual school service,
for a Full Time Equivalent <FTE>
Salary Schedule Placement: <Placement> Base Annual Salary: <Salary>
Monthly payments begin on <Pay Start Date>**

The salary provision in this contract may be subject to adjustment in accordance with the current collective bargaining agreement between the District and MIEA. Please reference the current collective bargaining agreement for salary schedules and other details pertinent to employment by the District. The collective bargaining agreement can be found on the District website. Employee's salary placement may be adjusted based upon credits and clock hours submitted by Employee by October 15.

This Contract does not become effective until the Limited Employee registers a valid teaching certificate and any other required credentials with the District.

The District reserves the right to decline to execute the foregoing contract unless it is signed and returned to the District within ten (10) calendar days or prior to the last day of school, whichever is later.


Secretary to the Board

Employee Signature

Date

Sign and return one copy to Human Resources, keeping one copy for your records.

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

Certificated Employee's Provisional Year 2 Contract



**Mercer Island School District
Certificated Employee Provisional Year 2 Contract
<School Year> School Year**

<Date>

Building: <Building>

It is hereby agreed by and between the Board of Directors of The Mercer Island School District No. 400, King County, Washington, "District" and <Employee>, "Provisional Employee" that Provisional Employee:

- A. Shall be employed by the District as a provisional <Assignment>.
- B. Shall perform such duties as are prescribed by and act in accordance with the laws of the State of Washington, the policies, rules and regulations of the District, and the agreement between the Mercer Island School District No. 400 and the Mercer Island Education Association for one school year, or portion thereof, which shall include the total number of days listed in the block below of actual school service and attendance at institutes and professional meetings, exclusive of holiday and vacation period.
- C. In accordance with RCW 28A.405.220, this contract is subject to non-renewal by the Board of Directors during the first three years of employment unless certain exceptions apply.

**Commencing on <Start Date> for <Days> days of actual school service,
for a Full Time Equivalent <FTE>
Salary Schedule Placement: <Placement> Base Annual Salary: <Salary>
Monthly payments begin on <Pay Start Date >**

The salary provision in this contract may be subject to adjustment in accordance with the current collective bargaining agreement between the District and MIEA. Please reference the current collective bargaining agreement for salary schedules and other details pertinent to employment by the District. The collective bargaining agreement can be found on the District website. Employee's salary placement may be adjusted based upon credits and clock hours submitted by Employee by October 15.

This contract does not become effective until the Provisional Employee registers a valid teaching certificate and any other required credentials with the District.

The District reserves the right to decline to execute the foregoing contract unless it is signed and returned to the District within ten (10) calendar days or prior to the last day of school, whichever is later.



Secretary to the Board

Employee Signature Date

Sign and return one copy to Human Resources, keeping one copy for your records.

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION EMPLOYER

Certificated Supplemental Contract



Mercer Island School District
Certificated Supplemental Contract
 <School Year>

Date: <Date>

It is hereby agreed by and between the Board of Directors of The Mercer Island School District No. 400 and

<Employee Name>

that the aforementioned employee shall be assigned to the following assignment(s) and shall perform such duties as are required by these assignment(s) for this fiscal year only, with a salary as per the negotiated agreement.

This appointment shall be for one year only.

This contract is for supplemental compensation for the services identified herein, and is not part of the employee's basic employment contract. This supplemental contract, issued under the authority of RCW 28A.405.240, is not subject to the continuing contract law and may be cancelled for the ensuing year by appropriate notice from the school district to the employee.

ASSIGNMENT	BUILDING	ASSIGN. PORTION	SUPPLEMENTAL AMT
			\$
			\$
			\$
			\$

This document is for your information only and does not need to be signed and returned

A copy of this document will be placed in your personnel file

MERCER ISLAND SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY
 AND
 AFFIRMATIVE ACTION EMPLOYER

APPENDIX B: SCHEDULES

This Appendix is an integral part of the Collective Bargaining Agreement.

2023-24 MISD School Calendar



Student Calendar 2023-2024

- KEY**
- First Day
 - Conferences
 - No School (All)
 - Last Day
 - Weather Makeup
 - Prof. Development/Responsibilities
 - 1/2 Day Students (see text for impacted students)

August 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- 8/21-22 New Teacher Orientation
- 8/24 MIHS PD Day (Full);
IMS & Elem AM PD/PM Prep
- 8/25 MIHS Prep Day (Full);
IMS & Elem AM PD/PM Prep
- 8/28 Instructional Technology Day
- 8/29 Pre-Service Day
- 8/30 First Day of School (Grades 1-12)

September 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 9/4 Labor Day (No School)
- 9/5 First Day of School (Kindergarten)

October 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 10/9 No School Students;
K-12 Certificated PD Day (Full)

November 2023						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- 11/2 First Quarter Ends (MIHS)
- 11/9 ½ Day Elem Only; Elem Grading Day
- 11/10 Veterans Day (No School)
- 11/20-22 Elem Students (No School)
Elem Conferences (2.5 Days)
- 11/22 First Trimester Ends (IMS/Elem)
Student Half Day (IMS/MIHS)
Regular Start (MIHS)
Progress Report Prep (IMS)
Certificated Half Day (All)
Classified Early Release Flex Day
- 11/23 Thanksgiving Day (No School)
- 11/24 Native American Heritage Day (No School)

December 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 12/15 Student Half Day (All)
Certificated Half Day (All)
Classified Early Release Flex Day
- 12/18-1/1 Winter Break (No School)

January 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1/1 Last Day of Winter Break
- 1/2 School Resumes
- 1/15 Martin Luther King Jr. Day (No School)
- 1/16-19 Finals Week (MIHS)
Second Quarter Ends (MIHS)
- 1/22 No School Students
K-12 Certificated PD Day (Half)
Classified Tech Day (AM)

February 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- 2/19 Presidents' Day (No School)
- 2/20-23 Mid-Winter Break (No School)

March 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- 3/15 Student Half Day (All)
Classified Tech Day (PM)
Certificated Half Day (All)
Second Trimester Ends (IMS/Elem)
Classified Early Release Flex Day

April 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 4/3 Third Quarter Ends (MIHS)
- 4/8-12 Spring Break (No School)

May 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 5/24 Scheduled Weather Makeup Day
- 5/27 Memorial Day (No School)

June 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

- 6/14 ½ Day Elem Only;
Elem Grading Day
- 6/18 Last Day of School
- 6/19 Juneteenth (No School)
- 6/20-21 Scheduled Weather Makeup Days
- 6/29 Custodial Tech Day (AM)
- 8/10 Custodial Tech Day (AM)

Mercer Island School District Certificated Salary Schedule 2023-24

		Step	Yrs of Service	BA	BA + 45	BA+ 90 / MA	MA + 45	MA + 90 /PhD
TOTAL				64,830	68,719	72,843	77,214	81,846
	Base	1	0	59,397	62,960	66,738	70,743	74,987
	Enrichment			5,433	5,759	6,105	6,471	6,859
TOTAL				66,775	70,781	75,029	79,530	84,302
	Base	2	1	61,179	64,849	68,741	72,865	77,237
	Enrichment			5,596	5,932	6,288	6,665	7,065
TOTAL				68,778	72,904	77,280	81,916	86,831
	Base	3	2	63,014	66,794	70,803	75,051	79,554
	Enrichment			5,764	6,110	6,477	6,865	7,277
TOTAL				70,841	75,092	79,598	84,373	89,438
	Base	4	3	64,904	68,799	72,927	77,302	81,942
	Enrichment			5,937	6,293	6,671	7,071	7,496
TOTAL				72,966	77,345	81,986	86,905	92,121
	Base	5	4	66,851	70,863	75,115	79,622	84,400
	Enrichment			6,115	6,482	6,871	7,283	7,721
TOTAL				75,157	79,666	84,445	89,512	94,884
	Base	6	5	68,858	72,989	77,368	82,010	86,932
	Enrichment			6,299	6,677	7,077	7,502	7,952
TOTAL				77,411	82,055	86,979	92,198	97,730
	Base	7	6	70,923	75,178	79,689	84,471	89,539
	Enrichment			6,488	6,877	7,290	7,727	8,191
TOTAL				79,732	84,517	89,587	94,964	100,662
	Base	8	7	73,050	77,434	82,079	87,005	92,226
	Enrichment			6,682	7,083	7,508	7,959	8,436
TOTAL				82,126	87,053	92,276	97,813	103,680
	Base	9	8	75,243	79,757	84,542	89,615	94,991
	Enrichment			6,883	7,296	7,734	8,198	8,689
TOTAL				84,589	89,664	95,046	100,748	106,793
	Base	10	9	77,500	82,149	87,080	92,304	97,843
	Enrichment			7,089	7,515	7,966	8,444	8,950
TOTAL					92,353	97,894	103,769	109,995
	Base	11	10		84,613	89,690	95,072	100,776
	Enrichment				7,740	8,204	8,697	9,219
TOTAL					95,124	100,833	106,883	113,294
	Base	12	11		87,152	92,382	97,925	103,799
	Enrichment				7,972	8,451	8,958	9,495
TOTAL					97,978	103,857	110,088	116,694
	Base	13	12		89,767	95,153	100,862	106,914
	Enrichment				8,211	8,704	9,226	9,780
TOTAL						106,974	113,391	120,194
	Base	14	13			98,009	103,888	110,121
	Enrichment					8,965	9,503	10,073
TOTAL						112,409	119,021	126,029
	Base	15	14			100,947	107,005	113,426
	Enrichment					11,462	12,016	12,603
TOTAL						115,917	122,529	129,537
	Base	20	19			100,947	107,005	113,426
	Enrichment					14,970	15,524	16,111

Certificated Supplemental Salary Schedule 2023-24
Professional Education Certificate is required

A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	G (7)	H (8)	I (9)
\$6,256	\$4,965	\$4,529	\$4,097	\$3,669	\$3,033	\$2,157	\$1,728	\$28.08
DISTRICT								
Area Chair National Board Facilitator Pro-Teach Facilitator	Curriculum Lead			Sp Ed lead Tech Specialist Unit Head		Tech Training Lead	Lead Teacher	
MERCER ISLAND HIGH SCHOOL								
Area Chair Band, Director Choir Drama Director Jazz Band Orchestra Director	DECA Newspaper Radio Club FIRST Robotics Advisor Yearbook HOSA Coding Club CTSO Advisor	Band Assistant Orchestra Asst Pep Band Summer Counselor	Building Cabinet	Bridges Lead Lead Teacher	Leadership	French Club Morning Jazz Club Marching Band Asst	Link Crew Advisor	
ISLANDER MIDDLE SCHOOL								
		Band Orchestra Choir	Building Cabinet	Outdoor Fitness	Summer Counselor	Math Counts Morning Jazz Club Yearbook	Asst. Band Honor Roll PAC	
ELEMENTARY								
				Unit Lead			Band Choir Lead Teacher Orchestra Building Cabinet	

Column I represents the hourly rate applied to non-MISD contract certificated individuals who provide services for the District.

APPENDIX C: EVALUATION MODEL/FORMS

This Appendix is an integral part of the Collective Bargaining Agreement.

Mercer Island School District

CISS Focused Binary Growth Plan

Name:

Year: Select Year

Assignment:

Options: Action Research
 Professional Learning

Building:

Community

Administrator:

Work with Mentor
 Independent Study

School Year:

Due Date		
	Self-Assessment	From your Self-Assessment, what are your areas of strength and areas for improvement?
11/15	Goals for this year's PGP	After reviewing your self-assessment worksheet, identifying areas of improvement and considering your work with district, building, and team initiatives what is your goal for the year?
11/15	Selection of PGP option	Which option is most appropriate to help you reach your identified goal.
11/15	Description of Plan	Write a brief summary of how the Professional Growth Plan option you chose will meet your goal.
11/15	Improving student learning	How will your Professional Growth Plan affect student learning?
11/15	Evidence	Predict what evidence you may gather.
11/15	Support	What could the evaluator do to assist/support your attainment of this goal?

OPTIONAL - This section may be used at the discretion of the CISS for reporting their activities.

Step 1:
Step 2:
Step 3:
Step 4:
Step 5:
Step 6:

Mercer Island School District

CISS Focused Binary Year End Reflection

For Final Conference please bring:

- Evidence Gathered
- Fall Self-Assessment Worksheet
- Professional Growth Plan

All forms of evidence should be prepared and the following questions answered by the date of your Final Conference.

Are the forms of evidence that you have gathered the same as in your original plan? <input type="checkbox"/> Yes <input type="checkbox"/> No

Describe how you successfully accomplished your Professional Growth Plan:

Describe the challenges you faced in your Professional Growth Plan:

Describe how your Professional Growth Plan improved student learning or could in the future:

Describe in summary, the effectiveness of your professional growth plan and how it will influence your professional practice and professional growth in the future as related to the Framework:

Final Conference Held (Date) _____

Educator's Signature

Date

I certify that based on Danielson's Framework for Teaching (2007, this employee's overall performance has been satisfactory. (Satisfactory is defined as "Proficient in three or more domains".)

Evaluator's Signature

Date

Position

Framework for Teaching – Instructional Specialists

Figure 5.1

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating knowledge of current trends in specialty area and professional development	Instructional specialist demonstrates little or no familiarity with specialty area or trends in professional development.	Instructional specialist demonstrates basic familiarity with specialty area and trends in professional development.	Instructional specialist demonstrates thorough knowledge of specialty area and trends in professional development.	Instructional specialist's knowledge of specialty area and trends in professional development is wide and deep; specialist is regarded as an expert by colleagues.
1b: Demonstrating knowledge of the school's program and levels of teacher skill in delivering that program	Instructional specialist demonstrates little or no knowledge of the school's program or of teacher skill in delivering that program.	Instructional specialist demonstrates basic knowledge of the school's program and of teacher skill in delivering that program.	Instructional specialist demonstrates thorough knowledge of the school's program and of teacher skill in delivering that program.	Instructional specialist is deeply familiar with the school's program and works to shape its future direction and actively seeks information as to teacher skill in that program.
1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served	Instructional specialist has no clear goals for the instructional support program, or they are inappropriate to either the situation or the needs of the staff.	Instructional specialist's goals for the instructional support program are rudimentary and are partially suitable to the situation and the needs of the staff.	Instructional specialist's goals for the instructional support program are clear and are suitable to the situation and the needs of the staff.	Instructional specialist's goals for the instructional support program are highly appropriate to the situation and the needs of the staff. They have been developed following consultations with administration and colleagues.
1d: Demonstrating knowledge of resources both within and beyond the school and district	Instructional specialist demonstrates little or no knowledge of resources available in the school or district for teachers to advance their skills.	Instructional specialist demonstrates basic knowledge of resources available in the school and district for teachers to advance their skills.	Instructional specialist is fully aware of resources available in the school and district and in the larger professional community for teachers to advance their skills.	Instructional specialist actively seeks out new resources from a wide range of sources to enrich teachers' skills in implementing the school's program.
1e: Planning the instructional support program, integrated with the overall school program	Instructional specialist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Instructional specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Instructional specialist's plan is well designed to support teachers in the improvement of their instructional skills.	Instructional specialist's plan is highly coherent, taking into account the competing demands of making presentations and consulting with teachers, and has been developed following consultation with administrators and teachers.
1f: Developing a plan to evaluate the instructional support program	Instructional specialist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Instructional specialist has a rudimentary plan to evaluate the instructional support program.	Instructional Support Specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Instructional specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.2

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Creating an environment of trust and respect	Teachers are reluctant to request assistance from the Instructional specialist, fearing that such a request will be treated as a sign of deficiency.	Relationships with the Instructional specialist are cordial; teachers don't resist initiative established by the Instructional specialist.	Relationships with the Instructional specialist are respectful, with some contacts initiated by teachers.	Relationships with the Instructional specialist are highly respectful and trusting with many contacts initiated by teachers.
2b: Establishing a culture for ongoing instructional improvement	Instructional specialist conveys the sense that the work of improving instruction is externally mandated and is not important to school improvement.	Teachers do not resist the offerings of support from the Instructional specialist.	Instructional specialist promotes a culture of professional inquiry in which teachers seek assistance in improving their instructional skills.	Instructional specialist has established a culture of professional inquiry in which teachers initiate projects to be undertaken with the support of the specialist.
2c: Establishing clear procedures for teachers to gain access to instructional support	When teachers want to access assistance from the Instructional specialist, they are not sure how to go about it.	Some procedures (for example, registering for workshops) are clear to teachers, whereas others (for example, receiving informal support) are not.	Instructional specialist has established clear procedures for teachers to use in gaining access to support.	Procedures for access to instructional support are clear to all teachers and have been developed following consultation with administrators and teachers.
2d: Establishing and maintaining norms of behavior for professional interactions	No norms of professional conduct have been established; teachers are frequently disrespectful in their interactions with one another.	Instructional specialist's efforts to establish norms of professional conduct are partially successful.	Instructional specialist has established clear norms of mutual respect for professional interaction.	Instructional specialist has established clear norms of mutual respect for professional interaction. Teachers ensure that their colleagues adhere to these standards of conduct.
2e: Organizing physical space for workshops or training	Instructional specialist makes poor use of the physical environment, resulting in poor access by some participants, time lost due to poor use of training equipment, or little alignment between the physical arrangement and the workshop activities.	The physical environment does not impede workshop activities.	Instructional specialist makes good use of the physical environment, resulting in engagement of all participants in the workshop activities.	Instructional specialist makes highly effective use of the physical environment, with teachers contributing to the physical arrangement.

Figure 5.3

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Collaborating with teachers in the design of instructional units and lessons	Instructional specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.	Instructional specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Instructional specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Instructional specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
3b: Engaging teachers in learning new instructional skills	Teachers decline opportunities to engage in professional learning.	Instructional specialist's efforts to engage teachers in professional learning are partially successful, with some participating.	All teachers are engaged in acquiring new instructional skills.	Teachers are highly engaged in acquiring new instructional skills and take initiative in suggesting new areas for growth.
3c: Sharing expertise with staff	Instructional specialist's model lessons and workshops are of poor quality or are not appropriate to the needs of teachers being served.	The quality of the Instructional specialist's model lessons and workshops is mixed, with some of them being appropriate to the needs of the teachers being served.	The quality of the Instructional specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served.	The quality of the Instructional specialist's model lessons and workshops is uniformly high and appropriate to the needs of the teachers being served. The Instructional specialist conducts extensive follow-up work with teachers.
3d: Locating resources for teachers to support instructional improvement	Instructional specialist fails to locate resources for instructional improvement for teachers, even when specifically requested to do so.	Instructional specialist's efforts to locate resources for instructional improvement for teachers are partially successful, reflecting incomplete knowledge of what is available.	Instructional specialist locates resources for instructional improvement for teachers when asked to do so.	Instructional specialist is highly proactive in locating resources for instructional improvement for teachers, anticipating their needs.
3e: Demonstrating flexibility and responsiveness	Instructional specialist adheres to specialist's plan, in spite of evidence of its inadequacy.	Instructional specialist makes modest changes in the support program when confronted with evidence of the need for change.	Instructional specialist makes revisions to the support program when it is needed.	Instructional specialist is continually seeking ways to improve the support program and makes changes as needed in response to student, parent, or teacher input.

Figure 5.4

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Instructional specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Instructional specialist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Instructional specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Instructional specialist makes some specific suggestions as to how the support program might be improved.	Instructional specialist's reflection is highly accurate and perceptive, citing specific examples. Instructional specialist draws on an extensive repertoire to suggest alternative strategies, accompanied by a prediction of the likely consequences of each.
4b: Preparing and submitting budgets and reports	Instructional specialist does not follow established procedures for preparing budgets and submitting reports. Reports are routinely late.	Instructional specialist's efforts to prepare budgets are partially successful, anticipating most expenditures and following established procedures. Reports are sometimes submitted on time.	Instructional specialist's budgets are complete, anticipating all expenditures and following established procedures. Reports are always submitted on time.	Instructional specialist anticipates and responds to teacher needs when preparing budgets, following established procedures and suggesting improvements to those procedures. Reports are submitted on time.
4c: Coordinating work with other Instructional specialists	Instructional specialist makes no effort to collaborate with other instructional specialists within the district.	Instructional specialist responds positively to the efforts of other instructional specialists within the district to collaborate.	Instructional specialist initiates efforts to collaborate with other instructional specialists within the district.	Instructional specialist takes a leadership role in coordinating projects with other instructional specialists within and beyond the district.
4d: Participating in a professional community	Instructional specialist's relationships with colleagues are negative or self-serving, and specialist avoids being involved in school and district events and projects.	Instructional specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	Instructional specialist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Instructional specialist makes a substantial contribution to school and district events and projects and assumes a leadership role with colleagues.
4e: Engaging in professional development	Instructional specialist does not participate in professional development activities even when such activities are clearly needed for the enhancement of skills.	Instructional specialist's participation in professional development activities is limited to those that are convenient or are required.	Instructional specialist seeks out opportunities for professional development based on an individual assessment of need.	Instructional specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as participating in state or national conferences for other specialists.
4f: Showing professionalism, including integrity and confidentiality	Instructional specialist displays dishonesty in interactions with colleagues and violates norms of confidentiality.	Instructional specialist is honest in interactions with colleagues and respects norms of confidentiality.	Instructional specialist displays high standards of honesty and integrity in interactions with colleagues and respects norms of confidentiality.	Instructional specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in respecting the norms of confidentiality.

Self-Assessment Worksheet for Instructional Specialists

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a. Demonstrating knowledge of current trends in specialty area and professional development				
<input type="checkbox"/>	1b. Demonstrating knowledge of the school's program and levels of teacher skill in delivering that program				
<input type="checkbox"/>	1c. Establishing goals for the instructional support program appropriate to the setting and the teachers served				
<input type="checkbox"/>	1d. Demonstrating knowledge of resources both within and beyond the school and district				
<input type="checkbox"/>	1e. Planning the instructional support program, integrated with the overall school program				
<input type="checkbox"/>	1f. Developing a plan to evaluate the instructional support program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a. Creating an environment of trust and respect				
<input type="checkbox"/>	2b. Establishing a culture for ongoing instructional improvement				
<input type="checkbox"/>	2c. Establishing clear procedures for teachers to gain access to instructional support				
<input type="checkbox"/>	2d. Establishing and maintaining norms of behavior for professional interactions				
<input type="checkbox"/>	2e. Organizing physical space for workshops or training				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a. Collaborating with teachers in the design of instructional units and lessons				
<input type="checkbox"/>	3b. Engaging teachers in learning new instructional skills				
<input type="checkbox"/>	3c. Sharing expertise with staff				
<input type="checkbox"/>	3d. Locating resources for teachers to support instructional improvement				
<input type="checkbox"/>	3e. Demonstrating flexibility and responsiveness				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a. Reflecting on practice				
<input type="checkbox"/>	4b. Preparing and submitting budgets and reports				
<input type="checkbox"/>	4c. Coordinating work with other instructional specialists				
<input type="checkbox"/>	4d. Participating in a professional community				
<input type="checkbox"/>	4e. Engaging in professional development				
<input type="checkbox"/>	4f. Showing professionalism, including integrity and confidentiality				

Comprehensive Binary Evaluation for Instructional Specialists

Name: _____

Initial Comprehensive Evaluation Cycle (check one):

Appraisal Period: From: _____ To: _____

90 Day Evaluation Year
 1 2 3 4

School: _____

Evaluator Position Title: _____

Domain #

Mid-Year Leave Evaluation

KEY: U = *Unsatisfactory* B = *Basic* P = *Proficient* D = *Distinguished* NA = *Not Applicable*

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge of current trends in specialty area and professional development				
<input type="checkbox"/>	1b: Demonstrating knowledge of the school's program and levels of teacher skill in delivering that program				
<input type="checkbox"/>	1c: Establishing goals for the instructional support program appropriate to the setting and the teachers served				
<input type="checkbox"/>	1d: Demonstrating knowledge of resources both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the instructional support program, integrated with the overall school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the instructional support program				

Comments: _____

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of trust and respect				
<input type="checkbox"/>	2b: Establishing a culture for ongoing instructional improvement				
<input type="checkbox"/>	2c: Establishing clear procedures for teachers to gain access to instructional support				
<input type="checkbox"/>	2d: Establishing and maintaining norms of behavior for professional interactions				
<input type="checkbox"/>	2e: Organizing physical space for workshops or training				

Comments: _____

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Collaborating with teachers in the design of instructional units and lessons				
<input type="checkbox"/>	3b: Engaging teachers in learning new instructional skills				
<input type="checkbox"/>	3c: Sharing expertise with staff				
<input type="checkbox"/>	3d: Locating resources for teachers to support instructional improvement				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES					
<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4a: Reflecting on practice
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4b: Preparing and submitting budgets and reports
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4c: Coordinating work with other instructional specialists
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4d: Participating in a professional community
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4e: Engaging in professional development
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4f: Showing professionalism, including integrity and confidentiality

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this employee's performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Framework for Teaching – Library/Media Specialists

Figure 5.5

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating knowledge of literature and current trends in library/media practice and information technology	Library/Media specialist demonstrates little or no knowledge of literature and of current trends in practice and information technology.	Library/Media specialist demonstrates limited knowledge of literature and of current trends in practice and information technology.	Library/Media specialist demonstrates thorough knowledge of literature and of current trends in practice and information technology.	Drawing on extensive professional resources, Library/Media specialist demonstrates rich understanding of literature and of current trends in information technology.
1b: Demonstrating knowledge of the school's program and student information needs within that program	Library/Media specialist demonstrates little or no knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/Media specialist demonstrates basic knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/Media specialist demonstrates thorough knowledge of the school's content standards and of students' needs for information skills within those standards.	Library/Media specialist takes a leadership role within the school and district to articulate the needs of students for information technology within the school's academic program.
1c: Establishing goals for the library/media program appropriate to the setting and the students served	Library/Media specialist has no clear goals for the media program, or they are inappropriate to either the situation in the school or the age of the students.	Library/Media specialist's goals for the media program are rudimentary and are partially suitable to the situation in the school and the age of the students.	Library/Media specialist's goals for the media program are clear and appropriate to the situation in the school and to the age of the students.	Library/Media specialist's goals for the media 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 and colleagues.
1d: Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan	Library/Media specialist demonstrates little or no knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Library/Media specialist demonstrates basic knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Library/Media specialist is fully aware of resources available for students, and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	Library/Media specialist is fully aware of resources available for students and teachers and actively seeks out new resources from a wide range of sources to enrich the school's program.
1e: Planning the library, media program, integrated with the overall school program	Library/Media program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Library/Media specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Library/Media specialist's plan is well designed to support both teachers and students in their information needs.	Library/Media specialist's plan is highly coherent, taking into account the competing demands of scheduled time in the library, consultative work with teachers, and work in maintaining and extending the collection; the plan has been developed after consultation with teachers.
1f: Developing a plan to evaluate the library/media program	Library/Media specialist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Library/Media specialist has a rudimentary plan to evaluate the library/media program.	Library/Media specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Library/Media specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.6

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Creating an environment of respect and rapport	Interactions, both between the Library/Media specialist and the students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflicts.	Interactions, both between the Library/Media specialist and the students and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	Interactions, both between the Library/Media specialist and the students and among students, are polite and respectful, reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	Interactions among the Library/Media specialist, individual students, and the classroom teachers are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among students in the library.
2b: Establishing a culture for investigation and love of literature	Library/Media specialist conveys a sense that the work of seeking information and reading literature is not worth the time and energy required.	Library/Media specialist goes through the motions of performing the work of the position, but without any real commitment to it.	Library/Media specialist in interactions with both students and colleagues, conveys a sense of the importance of seeking information and reading literature.	Library/Media specialist, in interactions with both students and colleagues, conveys a sense of the essential nature of seeking information and reading literature. Students appear to have internalized these values.
2c: Establishing and maintaining library procedures	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) are either nonexistent or inefficient, resulting in general confusion. Library assistants are confused as to their role.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established but function sporadically. Efforts to establish guidelines for library assistants are partially successful.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established and function smoothly. Library assistants are clear as to their role.	Media center routines and procedures (for example, for circulation of materials, working on computers, independent work) are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Library assistants work independently and contribute to the success of the media center.
2d: Managing student behavior	There is no evidence that standards of conduct have been established, and there is little or no monitoring of student behavior. Response to student behavior is repressive or disrespectful of student dignity.	It appears that the Library/Media specialist 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.	Standards of conduct appear to be clear to students, and the Library/Media specialist monitors student behavior against those standards. Library/Media specialist's response to student misbehavior is appropriate and respectful to students.	Standards of conduct are clear with evidence of student participation in setting them. Library/Media specialist'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.
2e: Organizing physical space to enable smooth flow	Library/Media specialist makes poor use of the physical environment, resulting in poor traffic flow, confusing signage, inadequate space devoted to work areas and computer use, and general confusion.	Library/Media specialist's efforts to make use of the physical environment are uneven, resulting in occasional confusion.	Library/Media specialist makes effective use of the physical environment, resulting in good traffic flow, clear signage, and adequate space devoted to work areas and computer use.	Library/Media specialist makes highly effective use of the physical environment, resulting in clear signage, excellent traffic flow, and adequate space devoted to work areas and computer use. In addition, book displays are attractive and inviting.

Figure 5.7

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Maintaining and extending the library collection in accordance with the school's needs and within budget limitations	Library/Media specialist fails to adhere to district or professional guidelines in selecting materials for the collection and does not periodically purge the collection of outdated material. Collection is unbalanced amount different areas.	Library/Media specialist is partially successful in attempts to adhere to district or professional guidelines in selecting materials, to weed the collection, and to establish balance.	Library/Media specialist adheres to district or professional guidelines in selecting materials for the collection and periodically purges the collection of outdated material. Collection is balanced among different areas.	Library/Media specialist selects materials for the collection thoughtfully and in consultation with teaching colleagues, and periodically purges the collection of outdated material. Collection is balanced among different areas.
3b: Collaborating with teachers in the design of instructional units and lessons	Library/Media specialist declines to collaborate with classroom teachers in the design of instructional lessons and units.	Library/Media specialist collaborates with classroom teachers in the design of instructional lessons and units when specifically asked to do so.	Library/Media specialist initiates collaboration with classroom teachers in the design of instructional lessons and units.	Library/Media specialist initiates collaboration with classroom teachers in the design of instructional lessons and units, locating additional resources from sources outside the school.
3c: Engaging students in enjoying literature and in learning information skills	Students are not engaged in enjoying literature and in learning information skills because of poor design of activities, poor grouping strategies, or inappropriate materials.	Only some students are engaged in enjoying literature and in learning information skills due to the uneven design of activities, grouping strategies, or partially appropriate materials.	Students are engaged in enjoying literature and in learning information skills because of effective design of activities, grouping strategies, and appropriate materials.	Students are highly engaged in enjoying literature and in learning information skills and take initiative in ensuring the engagement of their peers.
3d: Assisting students and teachers in the use of technology in the library/media center	Library/Media specialist declines to assist students and teachers in the use of technology in the library/media center.	Library/Media specialist assists students and teachers in the use of technology in the library/media center when specifically asked to do so.	Library/Media specialist initiates sessions to assist students and teachers in the use of technology in the library/media center.	Library/Media specialist is proactive in initiating sessions to assist students and teachers in the use of technology in the library/media center.
3e: Demonstrating flexibility and responsiveness	Library/Media specialist adheres to the plan, in spite of evidence of its inadequacy.	Library/Media specialist makes modest changes in the library/media program when confronted with evidence of the need for change.	Library/Media specialist makes revisions to the library/media program when they are needed.	Library/Media specialist is continually seeking ways to improve the library/media program and makes changes as needed in response to student, parent, or teacher input.

Figure 5.8

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Library/Media specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Library/Media specialist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Library/Media specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Library/Media specialist makes some specific suggestions as to how the media program might be improved.	Library/Media specialist's reflection is highly accurate and perceptive, citing specific examples. Library/Media specialist draws on an extensive repertoire to suggest alternative strategies and their likely success.
4b: Preparing and submitting reports and budgets	Library/Media specialist ignores teacher requests when preparing requisitions and budgets or does not follow established procedures. Inventories and reports are routinely late.	Library/Media specialist's efforts to prepare budgets are partially successful, responding sometimes to teacher requests and following procedures. Inventories and reports are sometimes submitted on time.	Library/Media specialist honors teacher requests when preparing requisitions and budgets and follows established procedures. Inventories and reports are submitted on time.	Library/Media specialist anticipates teacher needs when preparing requisitions and budgets, follows established procedures, and suggests improvements to those procedures. Inventories and reports are submitted on time.
4c: Communicating with the larger community	Library/Media specialist makes no effort to engage in outreach efforts to parents or the larger community.	Library/Media specialist makes sporadic efforts to engage in outreach efforts to parents or the larger community.	Library/Media specialist engages in outreach efforts to parents and the larger community.	Library/Media specialist is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit.
4d: Participating in a professional community	Library/Media specialist's relationships with colleagues are negative or self-serving, and the Specialist avoids being involved in school and district events and projects.	Library/Media specialist's relationships with colleagues are cordial, and the Specialist participates in school and district events and projects when specifically requested.	Library/Media specialist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Library/Media specialist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in professional development	Library/Media specialist does not participate in professional development activities even when such activities are clearly needed for the enhancement of skills.	Library/Media specialist's participation in professional development activities is limited to those that are convenient or are required.	Library/Media specialist seeks out opportunities for professional development based on an individual assessment of need.	Library/Media specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism	Library/Media specialist displays dishonesty in interactions with colleagues, students, and the public; violates copyright laws.	Library/Media specialist is honest in interactions with colleagues, students, and the public; respects copyright laws.	Library/Media specialist displays high standards of honesty and integrity in interactions with colleagues, students, and the public; adheres carefully to copyright laws.	Library/Media specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues in ensuring there is no plagiarism or violation of copyright laws.

Self-Assessment Worksheet for Library/Media Specialists

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge of literature and current trends in library/media practice and information technology				
<input type="checkbox"/>	1b: Demonstrating knowledge of the school's program and student information needs within that program				
<input type="checkbox"/>	1c: Establishing goals for the library/media program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan				
<input type="checkbox"/>	1e: Planning the library/media program integrated with the overall school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the library/media program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for investigation and love of literature				
<input type="checkbox"/>	2c: Establishing and maintaining library procedures				
<input type="checkbox"/>	2d: Managing student behavior				
<input type="checkbox"/>	2e: Organizing physical space to enable smooth flow				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Maintaining and extending the library collection in accordance with the school's needs and within budget limitations				
<input type="checkbox"/>	3b: Collaborating with teachers in the design of instructional units and lessons				
<input type="checkbox"/>	3c: Engaging students in enjoying literature and in learning information skills				
<input type="checkbox"/>	3d: Assisting students and teachers in the use of technology in the library/media center				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Preparing and submitting reports and budgets				
<input type="checkbox"/>	4c: Communicating with the larger community				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comprehensive Binary Evaluation for Library/Media Specialists

Name: _____

Appraisal Period: From: _____ To: _____

School: _____

Evaluator Position Title: _____

Initial Comprehensive Evaluation Cycle (check one):

90 Day Evaluation Year

1 2 3 4

Domain #

Mid-Year Leave Evaluation

KEY: U = *Unsatisfactory* B = *Basic* P = *Proficient* D = *Distinguished* NA = *Not Applicable*

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge of literature and current trends in library/media practice and information technology				
<input type="checkbox"/>	1b: Demonstrating knowledge of the school's program and student information needs within that program				
<input type="checkbox"/>	1c: Establishing goals for the library/media program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of resources, both within and beyond the school and district, and access to such resources as interlibrary loan				
<input type="checkbox"/>	1e: Planning the library/media program integrated with the overall school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the library/media program				

Comments:

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for investigation and love of literature				
<input type="checkbox"/>	2c: Establishing and maintaining library procedures				
<input type="checkbox"/>	2d: Managing student behavior				
<input type="checkbox"/>	2e: Organizing physical space to enable smooth flow				

Comments:

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Maintaining and extending the library collection in accordance with the school's needs and within budget limitations				
<input type="checkbox"/>	3b: Collaborating with teachers in the design of instructional units and lessons				
<input type="checkbox"/>	3c: Engaging students in enjoying literature and in learning information skills				
<input type="checkbox"/>	3d: Assisting students and teachers in the use of technology in the library/media center				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Preparing and submitting reports and budgets				
<input type="checkbox"/>	4c: Communicating with the larger community				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this library/media specialist's performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Framework for Teaching – School Nurses

Figure 5.9

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating medical knowledge and skill in nursing techniques	Nurse demonstrates little understanding of medical knowledge and nursing techniques.	Nurse demonstrates basic understanding of medical knowledge and nursing techniques.	Nurse demonstrates understanding of medical knowledge and nursing techniques.	Nurse demonstrates deep and thorough understanding of medical knowledge and nursing techniques.
1b: Demonstrating knowledge of child and adolescent development	Nurse displays little or no knowledge of child and adolescent development.	Nurse displays partial knowledge of child and adolescent development.	Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns.
1c: Establishing goals for the nursing program appropriate to the setting and the students served	Nurse has no clear goals for the nursing program, or they are inappropriate to either the situation or the age of the students.	Nurse's goals for the nursing program are rudimentary and are partially suitable to the situation and the age of the students.	Nurse's goals for the nursing program are clear and appropriate to the situation in the school and to the age of the students.	Nurse's goals for the nursing program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultation with students, parents, and colleagues.
1d: Demonstrating knowledge of government, community, and district regulations and resources	Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district.	Nurse displays awareness of governmental regulations and resources for students available through the school or district, but no knowledge of resources available more broadly.	Nurse displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.	Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school or district and in the community.
1e: Planning the nursing program for both individuals and groups of students, integrated with the regular school program	Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Nurse's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Nurse has developed a plan that includes the important aspects of work in the setting.	Nurse's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.
1f: Developing a plan to evaluate the nursing program	Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Nurse has a rudimentary plan to evaluate the nursing program.	Nurse's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Nurse's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.10

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Creating an environment of respect and rapport	Nurse's interactions with at least some students are negative or inappropriate.	Nurse's interactions with students are a mix of positive and negative.	Nurse's interactions with students are positive and respectful.	Students seek out the Nurse, reflecting a high degree of comfort and trust in the relationship.
2b: Establishing a culture for health and wellness	Nurse makes no attempt to establish a culture for health and wellness in the school as a whole, or among students or among teachers.	Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful.	Nurse promotes a culture throughout the school for health and wellness.	The culture in the school for health and wellness, while guided by the Nurse, is maintained by both teachers and students.
2c: Following health protocols and procedures	Nurse's procedures for the nursing office are nonexistent or in disarray.	Nurse has rudimentary and partially successful procedures for the nursing office.	Nurse's procedures for the nursing office work effectively.	Nurse's procedures for the nursing office are seamless, anticipating unexpected situations.
2d: Supervising health associates	No guidelines for delegated duties have been established, or the guidelines are unclear. Nurse does not monitor associates' activities.	Nurse's efforts to establish guidelines for delegated duties are partially successful. Nurse monitors associates' activities sporadically.	Nurse has established guidelines for delegated duties and monitors associates' activities.	Associates work independently, indicating clear guidelines for their work. Nurse's supervision is subtle and professional.
2e: Organizing physical space	Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.	Nurse's attempts to create a well-organized physical environment are partially successful. Medications are stored properly but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.

Figure 5.11

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Assessing student needs	Nurse does not assess student needs, or the assessments result in inaccurate conclusions.	Nurse's assessments of student needs are perfunctory.	Nurse assesses student needs and knows the range of student needs in the school.	Nurse conducts detailed and individualized assessment of student needs to contribute to program planning.
3b: Administering medications to students	Medications are administered with no regard to state or district policies.	Medications are administered by designated individuals, but signed release forms are not conveniently stored.	Medications are administered by designated individuals, and signed release forms are conveniently stored and available when needed.	Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance.
3c: Promoting wellness through classes or classroom presentations	Nurse's work with students in classes fails to promote wellness.	Nurse's efforts to promote wellness through classroom presentations are partially effective.	Nurse's classroom presentations result in students acquiring the knowledge and attitudes that help them adopt a healthy lifestyle.	Nurse's classroom presentations for wellness are effective, and students assume an active role in the school in promoting a healthy lifestyle.
3d: Managing emergency situations	Nurse has no contingency plans for emergency situations.	Nurse's plans for emergency situations have been developed for the most frequently occurring situations but not others.	Nurse's plans for emergency situations have been developed for many situations.	Nurse's plans for emergency situations have been developed for many situations. Students and teachers have learned their responsibilities in case of emergencies.
3e: Demonstrating flexibility and responsiveness	Nurse adheres to the plan or program, in spite of evidence of its inadequacy.	Nurse makes modest changes in the nursing program when confronted with evidence of the need for change.	Nurse makes revisions in the nursing program when they are needed.	Nurse is continually seeking ways to improve the nursing program and makes changes as needed in response to student, parent, or teacher input.
3f: Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs	Nurse declines to collaborate with classroom teachers to develop specialized educational programs.	Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units.	Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school.

Figure 5.12

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Nurse does not reflect on practice, or the reflections are inaccurate or self-serving.	Nurse's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Nurse's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Nurse makes some specific suggestions as to how the nursing program might be improved.	Nurse's reflection is highly accurate and perceptive, citing specific examples. Nurse draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining health records in accordance with policy and submitting them in a timely fashion	Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Nurse's reports, records, and documentation are generally accurate but are occasionally late.	Nurse's reports, records, and documentation are accurate and are submitted in a timely manner.	Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school.
4c: Communicating with families	Nurse provides no information to families, either about the nursing program as a whole or about individual students.	Nurse provides limited though accurate information to families about the nursing program as a whole and about individual students.	Nurse provides thorough and accurate information to families about the nursing program as a whole and about individual students.	Nurse is proactive in providing information to families about the nursing program and about individual students through a variety of means.
4d: Participating in a professional community	Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district events and projects.	Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so.	Nurse participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Nurse makes a substantial contribution to school and district events and projects and assumes leadership role with colleagues.
4e: Engaging in professional development	Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills.	Nurse's participation in professional development activities is limited to those that are convenient or are required.	Nurse seeks out opportunities for professional development based on an individual assessment of need.	Nurse actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism	Nurse displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Nurse can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Self-Assessment Worksheet for School Nurses

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating medical knowledge and skill in nursing techniques				
<input type="checkbox"/>	1b: Demonstrating knowledge of child and adolescent development				
<input type="checkbox"/>	1c: Establishing goals for the nursing program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of government, community, and district regulations and resources				
<input type="checkbox"/>	1e: Planning the nursing program for both individuals and groups of students, integrated with the regular school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the nursing program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for health and wellness				
<input type="checkbox"/>	2c: Following health protocols and procedures				
<input type="checkbox"/>	2d: Supervising health associates				
<input type="checkbox"/>	2e: Organizing physical space				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Assessing student needs				
<input type="checkbox"/>	3b: Administering medications to students				
<input type="checkbox"/>	3c: Promoting wellness through classes or classroom presentations				
<input type="checkbox"/>	3d: Managing emergency situations				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				
<input type="checkbox"/>	3f: Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Maintaining health records in accordance with policy and submitting reports in a timely fashion				
<input type="checkbox"/>	4c: Communicating with families				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comprehensive Binary Evaluation for School Nurses

Name: _____

Appraisal Period: From: _____ To: _____

School: _____

Evaluator Position Title: _____

Initial Comprehensive Evaluation Cycle (check one):

90 Day Evaluation Year

1 2 3 4

Domain #

Mid-Year Leave Evaluation

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating medical knowledge and skill in nursing techniques				
<input type="checkbox"/>	1b: Demonstrating knowledge of child and adolescent development				
<input type="checkbox"/>	1c: Establishing goals for the nursing program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of government, community, and district regulations and resources				
<input type="checkbox"/>	1e: Planning the nursing program for both individuals and groups of students, integrated with the regular school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the nursing program				

Comments:

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for health and wellness				
<input type="checkbox"/>	2c: Following health protocols and procedures				
<input type="checkbox"/>	2d: Supervising health associates				
<input type="checkbox"/>	2e: Organizing physical space				

Comments:

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Assessing student needs				
<input type="checkbox"/>	3b: Administering medications to students				
<input type="checkbox"/>	3c: Promoting wellness through classes or classroom presentations				
<input type="checkbox"/>	3d: Managing emergency situations				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				
<input type="checkbox"/>	3f: Collaborating with teachers to develop specialized educational programs and services for students with diverse medical needs				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Maintaining health records in accordance with policy and submitting reports in a timely fashion				
<input type="checkbox"/>	4c: Communicating with families				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this employee’s performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee’s signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Framework for Teaching – School Counselors

Figure 5.13

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating knowledge of counseling theory and techniques	Counselor demonstrates little understanding of counseling theory and techniques.	Counselor demonstrates basic understanding of counseling theory and techniques.	Counselor demonstrates understanding of counseling theory and techniques.	Counselor demonstrates deep and thorough understanding of counseling theory and techniques.
1b: Demonstrating knowledge of child and adolescent development	Counselor displays little or no knowledge of child and adolescent development.	Counselor displays partial knowledge of child and adolescent development.	Counselor displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	In addition to accurate knowledge of the typical developmental characteristics of the age group and exceptions to the general patterns, counselor displays knowledge of the extent to which individual students follow the general patterns.
1c: Establishing goals for the counseling program appropriate to the setting and the students served	Counselor has no clear goals for the counseling program, or they are inappropriate to either the situation or the age of the students.	Counselor's goals for the counseling program are rudimentary and are partially suitable to the situation and the age of the students.	Counselor's goals for the counseling program are clear and appropriate to the situation in the school and to the age of the students.	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 consultation with students, parents, and colleagues.
1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Counselor demonstrates little or no knowledge of governmental regulations and of resources for students available through the school or district.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Counselor displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the school.	Counselor's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
1e: Planning the counseling program, integrated with the regular school program	Counseling program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Counselor's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Counselor has developed a plan that includes the important aspects of counseling in the setting.	Counselor's plan is highly coherent and serves to support not only the students individually and in groups, but also the broader educational program.
1f: Developing a plan to evaluate the counseling program	Counselor has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Counselor has a rudimentary plan to evaluate the counseling program.	Counselor's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Counselor's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.14

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Creating an environment of respect and rapport	Counselor’s interactions with students are negative or inappropriate, and the counselor does not promote positive interactions among students.	Counselor’s interactions are a mix of positive and negative, the counselor’s efforts at encouraging positive interactions among students are partially successful.	Counselor’s interactions with students are positive and respectful, and the counselor actively promotes positive student-student interactions.	Students seek out the counselor, reflecting a high degree of comfort and trust in the relationship. Counselor teaches students how to engage in positive interactions.
2b: Establishing a culture for productive communication	Counselor makes no attempt to establish a culture for productive communication in the school as a whole, either among students or among teachers, or between students and teachers.	Counselor’s attempts to promote a culture throughout the school for productive and respectful communication between and among students and teachers are partially successful.	Counselor promotes a culture throughout the school for productive and respectful communication between and among students and teachers.	The culture in the school for productive and respectful communication between and among students and teachers, while guided by the counselor, is maintained by both teachers and students.
2c: Managing routines and procedures	Counselor’s routines for the counseling center or classroom work are nonexistent or in disarray.	Counselor has rudimentary and partially successful routines for the counseling center or classroom.	Counselor’s routines for the counseling center or classroom work effectively.	Counselor’s routines for the counseling center or classroom are seamless, and students assist in maintaining them.
2d: Establishing standards of conduct and contributing to the culture for student behavior through-out the school	Counselor has established no standards of conduct for students during counseling sessions and makes no contribution to maintaining an environment of civility in the school.	Counselor’s efforts to establish standards of conduct for counseling sessions are partially successful. Counselor attempts, with limited success, to contribute to the level of civility in the school as a whole.	Counselor has established clear standards of conduct for counseling sessions and makes a significant contribution to the environment of civility in the school.	Counselor has established clear standards of conduct for counseling sessions, and students contribute to maintaining them. Counselor takes a leadership role in maintaining the environment of civility in the school.
2e: Organizing physical space	The physical environment is in disarray or is inappropriate to the planned activities.	Counselor’s attempts to create an inviting and well-organized physical environment are partially successful.	Counseling center or classroom arrangements are inviting and conducive to the planned activities.	Counseling center or classroom arrangements are inviting and conducive to the planned activities. Students have contributed ideas to the physical arrangements.

Figure 5.15

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Assessing student needs	Counselor does not assess student needs, or the assessments result in inaccurate conclusions.	Counselor's assessments of student needs are perfunctory.	Counselor assesses student needs and knows the range of student needs in the school.	Counselor conducts detailed and individualized assessments of student needs to contribute to program planning.
3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs	Counselor's program is independent of identified student needs.	Counselor's attempts to help students and teachers formulate academic, personal/social, and career plans are partially successful.	Counselor helps students and teachers formulate academic, personal/social, and career plans for groups of students.	Counselor helps individual students and teachers formulate academic, personal/social, and career plans.
3c: Using counseling techniques in individual and classroom programs	Counselor has few counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counseling displays a narrow range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses a range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.	Counselor uses an extensive range of counseling techniques to help students acquire skills in decision making and problem solving for both interactions with other students and future planning.
3d: Brokering resources to meet needs	Counselor does not make connections with other programs in order to meet student needs.	Counselor's efforts to broker services with other programs in the school are partially successful.	Counselor brokers with other programs within the school or district to meet student needs.	Counselor brokers with other programs and agencies both within and beyond the school or district to meet individual student needs.
3e: Demonstrating flexibility and responsiveness	Counselor adheres to the plan or program, in spite of evidence of its inadequacy.	Counselor makes modest changes in the counseling program when confronted with evidence of the need for change.	Counselor makes revisions in the counseling program when they are needed.	Counselor is continually seeking ways to improve the counseling program and makes changes as needed in response to student, parent, or teacher input.

Figure 5.16

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Counselor does not reflect on practice, or the reflections are inaccurate or self-serving.	Counselor’s reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Counselor’s reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Counselor makes some specific suggestions as to how the counseling program might be improved.	Counselor’s reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Counselor draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining records and submitting them in a timely fashion	Counselor’s reports, records, and documentation are missing, late, or inaccurate, resulting in confusion.	Counselor’s reports, records, and documentation are generally accurate but are occasionally late.	Counselor’s reports, records, and documentation are accurate and are submitted in a timely manner.	Counselor’s approach to record keeping is highly systematic and efficient and serves as a model for colleagues in other schools
4c: Communicating with families	Counselor provides no information to families, either about the counseling program as a whole or about individual students.	Counselor provides limited though accurate information to families about the counseling program as a whole and about individual students.	Counselor provides thorough and accurate information to families about the counseling program as a whole and about individual students.	Counselor is proactive in providing information to families about the counseling program and about individual students through a variety of means.
4d: Participating in a professional community	Counselor’s relationships with colleagues are negative or self-serving, and counselor avoids being involved in school and district events and projects.	Counselor’s relationships with colleagues are cordial, and counselor participates in school and district events and projects when specifically requested.	Counselor participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Counselor makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in professional development	Counselor does not participate in professional development activities even when such activities are clearly needed for the development of counseling skills.	Counselor’s participation in professional development activities is limited to those that are convenient or are required.	Counselor seeks out opportunities for professional development based on an individual assessment of need.	Counselor actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism	Counselor displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Counselor is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	Counselor displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Counselor can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Self-Assessment Worksheet for School Counselors

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge of counseling theory and techniques				
<input type="checkbox"/>	1b: Demonstrating knowledge of child and adolescent development				
<input type="checkbox"/>	1c: Establishing goals for the counseling program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the counseling program, integrated with the regular school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the counseling program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for productive communication				
<input type="checkbox"/>	2c: Managing routines and procedures				
<input type="checkbox"/>	2d: Establishing standards of conduct and contributing to the culture for student behavior throughout the school				
<input type="checkbox"/>	2e: Organizing physical space				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Assessing student needs				
<input type="checkbox"/>	3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs				
<input type="checkbox"/>	3c: Using counseling techniques in individual and classroom programs				
<input type="checkbox"/>	3d: Brokering resources to meet needs				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Maintaining records and submitting them in a timely fashion				
<input type="checkbox"/>	4c: Communicating with families				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comprehensive Binary Evaluation for School Counselors

Name: _____

Initial Comprehensive Evaluation Cycle (check one):

Appraisal Period: From: _____ To: _____

90 Day Evaluation Year 4
 1 2 3

School: _____

Evaluator Position Title: _____

Domain #

Mid-Year Leave Evaluation

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge of counseling theory and techniques				
<input type="checkbox"/>	1b: Demonstrating knowledge of child and adolescent development				
<input type="checkbox"/>	1c: Establishing goals for the counseling program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the counseling program, integrated with the regular school program				
<input type="checkbox"/>	1f: Developing a plan to evaluate the counseling program				

Comments:

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Creating an environment of respect and rapport				
<input type="checkbox"/>	2b: Establishing a culture for productive communication				
<input type="checkbox"/>	2c: Managing routines and procedures				
<input type="checkbox"/>	2d: Establishing standards of conduct and contributing to the culture for student behavior throughout the school				
<input type="checkbox"/>	2e: Organizing physical space				

Comments:

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Assessing student needs				
<input type="checkbox"/>	3b: Assisting students and teachers in the formulation of academic, personal/social, and career plans, based on knowledge of student needs				
<input type="checkbox"/>	3c: Using counseling techniques in individual and classroom programs				
<input type="checkbox"/>	3d: Brokering resources to meet needs				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Maintaining records and submitting them in a timely fashion				
<input type="checkbox"/>	4c: Communicating with families				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this employee’s performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee’s signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Framework for Teaching – School Psychologists

Figure 5.17

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses 5-8 psychological instruments to evaluate students and determine accurate diagnoses.	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.
1b: Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates basic knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations of the typical patterns.
1c: Establishing goals for the psychology program appropriate to the setting and the students served	Psychologist has no clear goals for the psychological program, or they are inappropriate to either the situation or the age of the students.	Psychologist's goals for the treatment program are rudimentary and are partially suitable to the situation and the age of the students.	Psychologist's goals for the treatment program are clear and appropriate to the situation in the school and to the age of the students.	Psychologist's goals for the treatment 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.
1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly.	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, and some familiarity with resources external to the district.	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and in the community.
1e: Planning the psychology program, integrated with the regular school program, to meet the needs of individual students and including prevention	Psychologist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Psychologist has developed a plan that includes the important aspects of work in the setting.	Psychologist's plan is highly coherent and preventive and serves to support the students individually, within the broader educational program.
1f: Developing a plan to evaluate the psychology program	Psychologist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Psychologist has a rudimentary plan to evaluate the psychology program.	Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.18

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing center.	Psychologist's interactions are a mix of positive and negative, the psychologist's efforts at developing rapport are partially successful.	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing center.	Students seek out the Psychologist, reflecting a high degree of comfort and trust in the relationship.
2b: Establishing a culture for positive mental health throughout the school	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between students and teachers.	Psychologist's attempts to promote a culture throughout the school for positive mental health in the school among students and teachers are partially successful.	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers.	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students.
2c: Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Psychologist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meetings and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators.
2d: Establishing standards of conduct in the testing center	No standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.	Standards of conduct appear to have been established in the testing center. Psychologist's attempts to monitor and correct negative student behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing center. Psychologists monitor student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established in the testing center. Psychologist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
2e: Organizing physical space for testing of students and storage of materials	The testing center is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the testing center are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing center is well organized; materials are stored in a secure location and are available when needed.	The testing center is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.

Figure 5.19

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral.
3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students but does not always follow established time lines and safeguards.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are faithfully adhered to.	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions and conducts information sessions with colleagues to ensure that they fully understand and comply with procedural timelines and safeguards.
3c: Chairing evaluation team	Psychologist declines to assume leadership of the evaluation team.	Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate IEPs.	Psychologist assumes leadership of the evaluation team as a standard expectation; prepares detailed IEPs.	Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. IEPs are prepared in an exemplary manner.
3d: Planning interventions to maximize students' likelihood of success	Psychologist fails to plan interventions suitable to students, or interventions are mismatched with the findings of the assessments.	Psychologist's plans for students are partially suitable for them or are sporadically aligned with identified needs.	Psychologist's plans for students are suitable for them and are aligned with identified needs.	Psychologist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
3e: Maintaining contact with physicians and community mental health service providers	Psychologist declines to maintain contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers.	Psychologist maintains ongoing contact with physicians and community mental health service providers and initiates contacts when needed.
3f: Demonstrating flexibility and responsiveness	Psychologist adheres to the plan or program, in spite of evidence of its inadequacy.	Psychologist makes modest changes in the treatment program when confronted with evidence of the need for change.	Psychologist makes revisions in the treatment program when it is needed.	Psychologist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

Figure 5.20

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the counseling program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Psychologist draws on an extensive repertoire to suggest alternative strategies.
4b: Communicating with families	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions.	Psychologist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.
4c: Maintaining accurate records	Psychologist's records are in disarray; they may be missing, illegible, or stored in an insecure location.	Psychologist's records are accurate and legible and are stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location.	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional.
4d: Participating in a professional community	Psychologist's relationships with colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	Psychologist's relationships with colleagues are cordial, and psychologist participates in school and district events and projects when specifically requested.	Psychologist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Psychologist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in professional development	Psychologist does not participate in professional development activities even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism	Psychologist displays dishonesty in interactions with colleagues, students, and the public; violates principles of confidentiality.	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality.	Psychologist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Self-Assessment Worksheet for School Psychologists

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students				
<input type="checkbox"/>	1b: Demonstrating knowledge of child and adolescent development and psychopathology				
<input type="checkbox"/>	1c: Establishing goals for the psychology program appropriate to the setting and the students served				
<input type="checkbox"/>	1d: Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the psychology program, integrated with the regular school program to meet the needs of individual students and including prevention				
<input type="checkbox"/>	1f: Developing a plan to evaluate the psychology program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Establishing rapport with students				
<input type="checkbox"/>	2b: Establishing a culture for positive mental health throughout the school				
<input type="checkbox"/>	2c: Establishing and maintaining clear procedures for referrals				
<input type="checkbox"/>	2d: Establishing standards of conduct in the testing center				
<input type="checkbox"/>	2e: Organizing physical space for testing of students and storage of materials				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Responding to referrals; consulting with teachers and administrators				
<input type="checkbox"/>	3b: Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines				
<input type="checkbox"/>	3c: Chairing evaluation team				
<input type="checkbox"/>	3d: Planning interventions to maximize students' likelihood of success				
<input type="checkbox"/>	3e: Maintaining contact with physicians and community mental health service providers				
<input type="checkbox"/>	3f: Demonstrating flexibility and responsiveness				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Communicating with families				
<input type="checkbox"/>	4c: Maintaining accurate records				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comprehensive Binary Evaluation for School Psychologists

Name:

Initial Comprehensive Evaluation Cycle (check one):

Appraisal Period:

From:

To:

90 Day Evaluation

Year
1 2 3 4

School:

Evaluator Position Title:

Domain #

Mid-Year Leave Evaluation

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a. Demonstrating knowledge and skill in using psychological instruments to evaluate students				
<input type="checkbox"/>	1b. Demonstrating knowledge of child and adolescent development and psychopathology				
<input type="checkbox"/>	1c. Establishing goals for the psychology program appropriate to the setting and the students served				
<input type="checkbox"/>	1d. Demonstrating knowledge of state and federal regulations and of resources both within and beyond the school and district				
<input type="checkbox"/>	1e. Planning the psychology program, integrated with the regular school program to meet the needs of individual students and including prevention				
<input type="checkbox"/>	1f. Developing a plan to evaluate the psychology program				

Comments:

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a. Establishing rapport with students				
<input type="checkbox"/>	2b. Establishing a culture for positive mental health throughout the school				
<input type="checkbox"/>	2c. Establishing and maintaining clear procedures for referrals				
<input type="checkbox"/>	2d. Establishing standards of conduct in the testing center				
<input type="checkbox"/>	2e. Organizing physical space for testing of students and storage of materials				

Comments:

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a. Responding to referrals; consulting with teachers and administrators				
<input type="checkbox"/>	3b. Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines				
<input type="checkbox"/>	3c. Chairing evaluation team				
<input type="checkbox"/>	3d. Planning interventions to maximize students' likelihood of success				
<input type="checkbox"/>	3e. Maintaining contact with physicians and community mental health service providers				
<input type="checkbox"/>	3f. Demonstrating flexibility and responsiveness				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Communicating with families				
<input type="checkbox"/>	4c: Maintaining accurate records				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism				

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this employee’s performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee’s signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Framework for Teaching – Therapeutic Specialists

Figure 5.21

Domain 1: Planning and Preparation				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a: Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license	Specialist demonstrates little or no knowledge and skill in the therapy area; does not hold the necessary certificate or license.	Specialist demonstrates basic knowledge and skill in the therapy area; holds the necessary certificate or license.	Specialist demonstrates thorough knowledge and skill in the therapy area; holds the necessary certificate or license.	Specialist demonstrates extensive knowledge and skill in therapy area; holds an advanced certificate or license.
1b: Establishing goals for the therapy program appropriate to the setting and the students served	Specialist has no clear goals for the therapy program, or they are inappropriate to either the situation or the age of the students.	Specialist's goals for the therapy program are rudimentary and are partially suitable to the situation and to the age of the students.	Specialist's goals for the therapy program are clear and appropriate to the situation in the school and to the age of the students.	Specialist's goals for the therapy program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with administrators and teachers.
1c: Demonstrating knowledge of district, state, and federal regulations and guidelines	Specialist demonstrates little or no knowledge of special education laws and procedures.	Specialist demonstrates basic knowledge of special education laws and procedures.	Specialist demonstrates thorough knowledge of special education laws and procedures.	Specialist's knowledge of special education laws and procedures is extensive; specialist takes a leadership role in reviewing and revising district policies.
1d: Demonstrating knowledge of resources, both within and beyond the school and district	Specialist demonstrates little or no knowledge of resources for students available through the school or district.	Specialist demonstrates basic knowledge of resources for students available through the school or district.	Specialist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district.	Specialist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.
1e: Planning the therapy program, integrated with the regular school program, to meet the needs of individual students	Therapy program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	Specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	Specialist has developed a plan that includes the important aspects of work in the setting.	Specialist's plan is highly coherent and preventive and serves to support students individually, within the broader educational program.
1f: Developing a plan to evaluate the therapy program	Specialist has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Specialist has a rudimentary plan to evaluate the therapy program.	Specialist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met.	Specialist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis.

Figure 5.22

Domain 2: The Environment				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2a: Establishing rapport with students	Specialist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and treatment center.	Specialist's interactions are a mix of positive and negative; the specialist's efforts at developing rapport are partially successful.	Specialist's interactions with students are positive and respectful; students appear comfortable in the testing and treatment center.	Students seek out the specialist, reflecting a high degree of comfort and trust in the relationship.
2b: Organizing time effectively	Specialist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Specialist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Specialist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Specialist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules.
2c: Establishing and maintaining clear procedures for referrals	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it.	Specialist has established procedures for referrals, but the details are not always clear.	Procedures for referrals and for meetings and consultations with parents and administrators are clear to everyone.	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators.
2d: Establishing standards of conduct in the treatment center	No standards of conduct have been established, and specialist disregards or fails to address negative student behavior during evaluation or treatment.	Standards of conduct appear to have been established for the testing and treatment center. Specialist's attempts to monitor and correct negative student behavior during evaluation and treatment are partially successful.	Standards of conduct have been established for the testing and treatment center. Specialist monitors student behavior against those standards; response to students is appropriate and respectful.	Standards of conduct have been established for the testing and treatment center. Specialist's monitoring of students is subtle and preventive, and students engage in self-monitoring of behavior.
2e: Organizing physical space for testing of students and providing therapy	The testing and treatment center is disorganized and poorly suited to working with students. Materials are usually available.	The testing and treatment center is moderately well organized and moderately well suited to working with students. Materials are difficult to find when needed.	The testing and treatment center is well organized; materials are available when needed.	The testing and treatment center is highly organized and is inviting to students. Materials are convenient when needed.

Figure 5.23

Domain 3: Delivery of Service				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3a: Responding to referrals and evaluating student needs	Specialist fails to respond to referrals or makes hasty assessments of student needs.	Specialist responds to referrals when pressed and makes adequate assessments of student needs.	Specialist responds to referrals and makes thorough assessments of student needs.	Specialist is proactive in responding to referrals and makes highly competent assessments of student needs.
3b: Developing and implementing treatment plans to maximize students' success	Specialist fails to develop treatment plans suitable for students, or plans are mismatched with the findings of assessments.	Specialist's plans for students are partially suitable for them or sporadically aligned with identified needs.	Specialist's plans for students are suitable for them and are aligned with identified needs.	Specialist develops comprehensive plans for students, finding ways to creatively meet student needs and incorporate many related elements.
3c: Communicating with families	Specialist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner.	Specialist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions.	Specialist communicates with families and secures necessary permission for evaluations, doing so in a manner sensitive to cultural and linguistic traditions.	Specialist secures necessary permissions and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Specialist reaches out to families of students to enhance trust.
3d: Collecting information; writing reports	Specialist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience.	Specialist collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience.	Specialist collects all of the important information on which to base treatment plans; reports are accurate and appropriate to the audience.	Specialist is proactive in collecting important information, interviewing teachers and parents if necessary; reports are accurate and clearly written and are tailored for the audience.
3e: Demonstrating flexibility and responsiveness	Specialist adheres to the plan or program, in spite of evidence of its inadequacy.	Specialist makes modest changes in the treatment program when confronted with evidence of the need for change.	Specialist makes revisions in the treatment program when they are needed.	Specialist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent, or teacher input.

Figure 5.24

Domain 4: Professional Responsibilities				
Level of Performance				
COMPONENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4a: Reflecting on practice	Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	Specialist's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Specialist makes some specific suggestions as to how the therapy program might be improved.	Specialist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Specialist draws on an extensive repertoire to suggest alternative strategies.
4b: Collaborating with teachers and administrators	Specialist is not available to staff for questions and planning and declines to provide background material when requested.	Specialist is available to staff for questions and planning and provides background material when requested.	Specialist initiates contact with teachers and administrators to confer regarding individual cases.	Specialist seeks out teachers and administrators to confer regarding cases, soliciting their perspectives on individual students.
4c: Maintaining an effective data-management system	Specialist's data-management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed.	Specialist has developed a rudimentary data-management system for monitoring student progress and occasionally uses it to adjust treatment when needed.	Specialist has developed an effective data-management system for monitoring student progress and uses it to adjust treatment when needed.	Specialist has developed a highly effective data-management system for monitoring student progress and uses it to adjust treatment when needed. Specialist uses the system to communicate with teachers and parents.
4d: Participating in a professional community	Specialist's relationship with colleagues are negative or self-serving, and specialist avoids being involved in school and district events and projects.	Specialist's relationship with colleagues are cordial, and specialist participates in school and district events and projects when specifically asked to do so.	Specialist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	Specialist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e: Engaging in professional development	Specialist does not participate in professional development activities even when such activities are clearly needed for the development of skills.	Specialist's participation in professional development activities is limited to those that are convenient or are required.	Specialist seeks out opportunities for professional development based on an individual assessment of need.	Specialist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.
4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality	Specialist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality.	Specialist is honest in interactions with colleagues, students, and the public; plays a moderate advocacy role for students, and does not violate norms of confidentiality.	Specialist displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	Specialist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues.

Self-Assessment Worksheet for Therapeutic Specialists

Name:

Date:

Evaluation Year Cycle:

To be used as a resource for additional study, understanding of components, and gathering evidence; carefully reflect on your experiences and your performance in each of the four domains. Evaluate yourself as honestly as possible on each element. Refer to the Framework for Teaching Appendix C in the Certificated Employees Contract to help you determine your level of performance.

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license				
<input type="checkbox"/>	1b: Establishing goals for the therapy program appropriate to the setting and the students served				
<input type="checkbox"/>	1c: Demonstrating knowledge of district, state, and federal regulations and guidelines				
<input type="checkbox"/>	1d: Demonstrating knowledge of resources, both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the therapy program, integrated with the regular school program, to meet the needs of individual students				
<input type="checkbox"/>	1f: Developing a plan to evaluate the therapy program				

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Establishing rapport with students				
<input type="checkbox"/>	2b: Organizing time effectively				
<input type="checkbox"/>	2c: Establishing and maintaining clear procedures for referrals				
<input type="checkbox"/>	2d: Establishing standards of conduct in the treatment center				
<input type="checkbox"/>	2e: Organizing physical space for testing of students and providing therapy				

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Responding to referrals and evaluating student needs				
<input type="checkbox"/>	3b: Developing and implementing treatment plans to maximize students' success				
<input type="checkbox"/>	3c: Communicating with families				
<input type="checkbox"/>	3d: Collecting information; writing reports				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

U	B	P	D	NA	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Collaborating with teachers and administrators				
<input type="checkbox"/>	4c: Maintaining an effective data-management system				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality				

Comprehensive Binary Evaluation for Therapeutic Specialists

Name: _____

Initial Comprehensive Evaluation Cycle (check one):

Appraisal Period: From: _____ To: _____

90 Day Evaluation Year
 1 2 3 4

School: _____

Evaluator Position Title: _____

Domain #

Mid-Year Leave Evaluation

KEY: U = Unsatisfactory B = Basic P = Proficient D = Distinguished NA = Not Applicable

DOMAIN 1: PLANNING AND PREPARATION

U	B	P	D	NA	Component
<input type="checkbox"/>	1a: Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license				
<input type="checkbox"/>	1b: Establishing goals for the therapy program appropriate to the setting and the students served				
<input type="checkbox"/>	1c: Demonstrating knowledge of district, state, and federal regulations and guidelines				
<input type="checkbox"/>	1d: Demonstrating knowledge of resources, both within and beyond the school and district				
<input type="checkbox"/>	1e: Planning the therapy program, integrated with the regular school program, to meet the needs of individual students				
<input type="checkbox"/>	1f: Developing a plan to evaluate the therapy program				

Comments:

DOMAIN 2: THE ENVIRONMENT

U	B	P	D	NA	Component
<input type="checkbox"/>	2a: Establishing rapport with students				
<input type="checkbox"/>	2b: Organizing time effectively				
<input type="checkbox"/>	2c: Establishing and maintaining clear procedures for referrals				
<input type="checkbox"/>	2d: Establishing standards of conduct in the treatment center				
<input type="checkbox"/>	2e: Organizing physical space for testing of students and providing therapy				

Comments:

DOMAIN 3: DELIVERY OF SERVICE

U	B	P	D	NA	Component
<input type="checkbox"/>	3a: Responding to referrals and evaluating student needs				
<input type="checkbox"/>	3b: Developing and implementing treatment plans to maximize students' success				
<input type="checkbox"/>	3c: Communicating with families				
<input type="checkbox"/>	3d: Collecting information; writing reports				
<input type="checkbox"/>	3e: Demonstrating flexibility and responsiveness				

Comments:

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

<i>U</i>	<i>B</i>	<i>P</i>	<i>D</i>	<i>NA</i>	Component
<input type="checkbox"/>	4a: Reflecting on practice				
<input type="checkbox"/>	4b: Collaborating with teachers and administrators				
<input type="checkbox"/>	4c: Maintaining an effective data-management system				
<input type="checkbox"/>	4d: Participating in a professional community				
<input type="checkbox"/>	4e: Engaging in professional development				
<input type="checkbox"/>	4f: Showing professionalism, including integrity, advocacy, and maintaining confidentiality				

Comments:

The appraisal is based on a **minimum** of one goal-setting conference, observations(s) as required by law and one evaluation conference.

It is the judgment of this evaluator based upon the adopted criteria, that this employee’s performance has been:

Satisfactory Unsatisfactory during the evaluation period in the report.

Prepared by:

Date:

Certificated Employee:

Date:

The certificated employee’s signature indicates that the employee has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Evaluation of Supplemental Contracts

Application: This section shall apply to all employees who are issued supplemental contracts, except recess supervisors, but only to that area of assignment covered by the supplementary contract.

Responsibility: The evaluation of the employee shall be the responsibility of the building principal who may delegate this responsibility to associate principals.

Criteria for evaluation: The employee shall meet the objectives of the District by:

1. Carrying out the policies and regulations of the school as they apply to the position.
2. Demonstrating leadership in the assignment by outlining clear programs stimulating improvement and inspiring enthusiasm.
3. Demonstrating ability in the areas of organization, planning, evaluating and decision-making, including administering budgets.
4. Making a conscious effort to maintain a positive relationship with other school employees, parents, and students.
5. Demonstrating knowledge of the specialized skills necessary for performing the assignment.

Procedures for evaluation: The evaluation of employees is considered to be a continuous process based on joint participation by the evaluator and the employee in the following three-phase cycle: Phase I – Planning for Evaluation; Phase II – Collecting Information; Phase III – Using Information. This three-phase process is designed to be cyclical in nature, with Phase III leading back to Phase I. Activities associated with particular phase may overlap those of either of the other two phases.

The primary responsibility for initiation of the evaluation process lies with the employee. If the employee fails to initiate the process by October 1 of each school year or prior to two (2) weeks before the start of the assignment, whichever is later, the evaluator will arrange a conference with the employee to work out the evaluation plan. Such conference shall be held prior to October 15 of that year or prior to the start of the assignment, whichever is later.

Time span of evaluation plan: A plan for evaluation shall focus on the current year's assignment but may also encompass any agreed upon period of time not to exceed one (1) year.

Phase I – Planning for Evaluation

The initial step in the evaluation process shall be a conference between the employee and the evaluator to outline a plan for evaluation. This plan shall include but not be limited to:

1. Mutually agreed-upon objectives based on the evaluative criteria contained in this policy.
2. Agreement on who will be involved in the evaluation process.
3. Agreement on time span the plan is to cover.
4. Agreement on periodic review and future possible adjustments to the original plans.
5. Seeking the assistance of (a) a third party acceptable to both the evaluator and the employee to make binding recommendations, or (b) the immediate superior of the evaluator, to make binding recommendations if the evaluator and employee cannot agree on a plan or portion thereof.

Phase II – Collecting Information

During the time span of the plan and at such intervals as may be designated in the plan, information shall be collected relative to the progress of the employee in implementing the plan.

Phase III – Using Information

At the conclusion of the time span of the plan and/or at intervals designed in the plan, a conference shall be held between the employee and the evaluator concerning the analysis and interpretation of the information collected. The progress made toward the stated objectives of the plan and/or any necessary modifications of the plan shall be covered in this conference. A decision shall be made regarding future steps to be undertaken.

Mercer Island School District

Letter of Probation

Employee: _____

Date: _____

Evaluator(s) Findings:

1. Specific areas of performance deficiencies:

2. Programs for improvement:

3. Probationary Period:

Beginning Date _____

Ending Date _____

The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement in the employee's area or areas of deficiency.

Supervisor's Signature

Employee's Signature

Date of Final Action _____

Statement of Final Action: