
Aberdeen Education Association

Collective Bargaining Agreement

Aberdeen School District No. 5

September 1, 2023 – August 31, 2026

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1 **PREAMBLE**

2
3 This Collective Bargaining Agreement is entered into between the Board of Directors on behalf
4 of the Aberdeen School District No. 5, Aberdeen, Grays Harbor County, Washington, herein
5 referred to as the “Employer”, “Board”, or “District”, and the Aberdeen Education Association,
6 herein referred to as the “Association” on behalf of the certificated employees, herein referred
7 to as the “Employees” as defined in Article I of this Agreement.
8

9
10
11 **ARTICLE I**

12
13 **RECOGNITION**

14
15 **Section 1.1.1** Pursuant to RCW 41.59, the District recognizes the Aberdeen Education
16 Association as the exclusive bargaining representative regarding hours, wages, and terms
17 and conditions of employment for the following regularly employed certificated personnel who
18 are employed by the Aberdeen School District No. 5 in positions for which the District requires
19 that a valid certificate, as authorized by rule or regulation of the State Board of Education or
20 the Superintendent of Public Instruction, be held:

- 21
22 Teachers
23 Counselors
24 Psychologists
25 Speech/Language Pathologists
26 Librarians/Media Specialists
27 Educational Specialists
28 Occupational Therapists
29 Physical Therapists
30 Consultants
31 Certified School Nurses
32 Substitute Employees
33

34 **Section 1.1.2** The term employee shall mean any certificated employee paid on the salary
35 schedule and when used hereafter in the agreement shall refer to all employees represented
36 by the Association.
37

38 **Section 1.1.3** Such representation is specifically understood to exclude supervisory
39 personnel as described in RCW 41.59 such as the superintendent, assistant superintendent,
40 business manager, directors, principals, and vice-principals.
41

42 **Contractual Coverage for Substitutes**

43
44 **Section 1.2.1** Substitute employees are defined as substitute nonsupervisory certificated
45 employees employed by the District: 1) for more than thirty (30) days of work within any twelve
46 (12) month period ending during the current or immediately preceding school year and who

47 continue to be available for employment as substitute teachers, or 2) who are in one teaching
48 assignment for a period in excess of twenty (20) consecutive work days.

49
50 **Section 1.2.2** The only provisions of this agreement applicable to represented substitutes are:
51 Recognition, Non-Discrimination, Harassment, Personnel File, Safe Working Conditions,
52 Management Rights, Employee's Personal Life, Work Station Visitations, Student Discipline;
53 and the grievance procedure for these provisions. Employment and assignment of substitute
54 teachers is at the discretion of the District.

55
56 **Section 1.2.3** The rate of pay for represented substitutes will be a minimum of \$209 per day
57 in 2023-24, and will increase at the same rate as the Regular Certificated Salary Schedule.
58 The rate of pay for a represented substitute working for more than twenty (20) consecutive
59 days in the same assignment will be the per diem rate based on the District salary schedule
60 according to the represented substitute's credits and experience. When the consecutive
61 assignment is completed, the represented substitute pay rate will be returned to the substitute
62 rate.

63
64

ARTICLE II

65

ASSOCIATION SECURITY

66

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68
69 **Section 2.1.1** Any employee who is a member of the Association on November 21, 1977,
70 shall thereafter maintain his or her membership in good standing in the Association during the
71 life of this Agreement or shall pay a representation fee equivalent to the dues of the
72 Association.

73

74 **Section 2.1.2** Any employee hired on or after November 21, 1977, shall become and remain
75 a member of the Association and shall maintain his or her membership in good standing in
76 the Association during the life of this Agreement or shall pay a representation fee equivalent
77 to the dues of the Association.

78

79 **Section 2.1.3** Any employee asserting a right of non-association based on bona fide religious
80 tenets or teachings of a church or religious body of which the employee is a member shall be
81 permitted to pay an amount of money equivalent to regular dues and fees to a nonreligious
82 charity or to another charitable organization mutually agreed upon by the employee and the
83 Association.

84

85 **Section 2.1.4** The District shall deduct dues or service charges from the pay of employees as
86 provided above. The District shall transmit all such funds deducted to the Washington
87 Education Association or its agent on a monthly basis. The Association agrees to refund to
88 the District any amounts paid to the Washington Education Association in error because of
89 the check-off provisions.

90

ARTICLE III

USE OF BUILDINGS, BULLETIN BOARDS, MAILBOXES

Section 3.1.1 The Association shall have the privilege of using school-building facilities for meetings outside school hours, provided the facility is scheduled through the building administrator.

Section 3.1.2 The Association shall have the right to post notices of activities and matters of Association concern in areas such as lounges and workrooms provided primarily for teacher use. The Association accepts legal and fiscal responsibility for the content of its notices.

Section 3.1.3 The Association will be granted use of employee mailboxes for communication. An Association representative may place notices in individual mailboxes, physical or electronic. The Association accepts legal and fiscal responsibility for the contents.

Section 3.1.4 All rights and privileges granted to the Association under this section shall not be granted or extended to any competing labor organization. The District shall not be responsible for policing this item.

ACCESS AND ASSOCIATION BUSINESS

Section 3.2.1 Informal discussions of Association matters during non-teaching time by employees within their buildings during working hours shall be considered normal professional behavior provided it does not interrupt the teaching process.

Section 3.2.2 Employees may place and receive telephone calls and e-mail to discuss Association business during the scheduled duty-free lunch period and the last thirty (30) minutes of the workday, provided it does not disrupt normal school operations.

Section 3.2.3 Business may be conducted at other times during the employees' working hours only with permission of the Superintendent, the Superintendent's designee, or the principal, provided this shall not interrupt the normal school operations.

AVAILABILITY OF INFORMATION: CONTRACTUAL REQUEST

Section 3.3.1 Upon receipt of a written request (including e-mail requests), within (5) five business days, the District will make available to the Association President for inspection item #6 below and the District will furnish copies of items 1-5 below, all these being non-confidential information that is legally available:

1. Final Budget (F-195)
2. Monthly General Fund Budget Status Report
3. A copy of Board meeting agendas, minutes, and Fiscal Status Report
4. Final P-223-and P223H enrollment summaries
5. Electronic copies of all certificated and classified job postings
6. Audit Report

137

138 **Section 3.3.2** The District shall provide to the AEA the following information for each eligible
139 employee:

- 140 1. The employee's name and date of hire;
- 141
- 142 2. The employee's contact information, including:
 - 143 a. Cellular, home, and work telephone numbers;
 - 144 b. Work and the most up-to-date personal email addresses; and
 - 145 c. Home address or personal mailing address; and
- 146
- 147 3. Employment information, including the employee's job title, salary or rate of pay, and
148 work site location or duty station.
- 149

150 The employer must provide the information to the AEA in an editable digital file format:

- 151 1. Within 21 business days from the date of hire for a newly hired employee; and
- 152
- 153 2. Every 120 business days for all eligible employees.
- 154

155 **Section 3.3.3** All information which may be necessary for the Association to process any
156 grievance within the terms of this contract, provided it does not violate an individual's right to
157 privacy, will be furnished upon written request. Such information will be furnished as
158 expeditiously as possible, considering the research and/or clerical work required and the
159 availability and workload of employees to perform such research and/or clerical tasks.

160

161 **Section 3.3.4** The Association may request other items not listed above. Such requests will
162 be met or responded to at the District's discretion within five (5) days.

163

164 **ASSOCIATION RIGHT TO PERSONNEL INFORMATION**

165

166 **Section 3.4.1** The Association, in the presence of, or with the written permission of the
167 bargaining unit member, shall have the right to review, in the presence of the Superintendent
168 or his/her designee, all material in the member's personnel file. If it is determined by the
169 Association or the member that information therein is required for the Association to fulfill its
170 representative responsibility, copies of such material will be furnished to the Association by
171 the District, upon presentation of written permission from the individual member, on a cost
172 basis.

173

174 **ASSOCIATION RELEASE TIME**

175

176 **Section 3.5.1** The Association President may take time off to attend to Association business
177 or carry out the functions of president during the workday after giving prior notification to the
178 Superintendent/designee. This notification must be submitted with sufficient time to allow the
179 District to secure a substitute.

180

181 **Section 3.5.2** Up to fifty (50) days of leave paid by the District shall be available to the
182 Association each school year for Association business provided a substitute is available if

183 needed. Such leave for Association members other than the President shall require pre-
184 approval by the Superintendent/designee.

185
186 **Section 3.5.3** The Association shall reimburse the District the cost of substitutes, if used.

187
188 **Section 3.5.4** No more than six (6) employees may use Association business leave on the
189 same day.

190
191 **Section 3.5.5** No employee, other than the President, may use more than twelve (12)
192 Association business days in any school year. The thirteenth day, etc., for said individual
193 shall be without pay.

194
195 **Section 3.5.6** Association members, who hold national or state Association positions, may
196 use a maximum of six (6) additional days with the cost of substitutes being paid by the
197 Association. These additional days shall not be part of the fifty (50) days.

198
199 **Section 3.5.7** The Association President may request Board approval for a leave of absence
200 without pay for one (1) contract year or one (1) semester, or for a portion of each day.

201
202 **Association Grievance Hearings**

203
204 **Section 3.5.8** All grievance hearings shall be held outside the regular workday unless
205 otherwise approved by the superintendent or his/her designee.

206
207 **Association Bargaining Calendar**

208
209 **Section 3.5.9** A calendar will be mutually agreed upon prior to bargaining.

210
211 **ASSOCIATION EXCLUSIVITY**

212
213 **Section 3.6.1** Duly authorized representatives of the Association are afforded all rights and
214 privileges set forth in this agreement. These rights and privileges are afforded to the
215 Association as legal representatives of all employees covered under this Agreement.

216
217 **DISTRIBUTION OF ASSOCIATION MATERIALS**

218
219 **Section 3.7.1** At the beginning of the work year, the District agrees to distribute to all
220 employees within the bargaining unit material provided by the Association concerning
221 Association programs.

222
223 **MONDAY MEETINGS**

224
225 **Section 3.8.1** The District will not require employees to attend meetings on Mondays that will
226 conflict with the employees' individual responsibilities to represent the Association.

227
228

ARTICLE IV

229
230
231 **EMPLOYEE'S PERSONAL LIFE**
232

233 **Section 4.1.1** The private and personal life of any employee is not within the appropriate
234 concern or attention of the District except for matters listed under Chapter 181-87 WAC,
235 Professional Certification—Acts of Unprofessional Conduct. (Exhibit E)
236

237 **NON DISCRIMINATION**
238

239 **Section 4.2.1** There shall be no discrimination against any employee because of such
240 employee's race, color, national origin, religion, creed, age, sex, sexual orientation, gender
241 expression or identity, honorably discharged veteran or military status, pregnancy, the
242 presence of any sensory, mental or physical disability, the use of a trained guide dog or
243 service animal, or any other basis prohibited by law. There shall also be no discrimination
244 against any employee because of such employee's domicile, or political activity or lack
245 thereof. The District will comply with all state and federal guidelines and/or regulations. This
246 is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation
247 Act, 1973, as amended; Americans With Disabilities Act, July 26, 1990, P.L. 101-336, and
248 Title IX/ RCW 28A.640 of the Education Amendments of 1972, as amended.
249

250 **HARASSMENT**
251

252 **Section 4.3.1** Harassment of employees is prohibited in the work place by any person and in
253 any form at any time. The District and the Association are committed to a working and learning
254 environment that is free of discriminatory intimidation. The exploitation of authority to harass
255 employees is a form of illegal discrimination and will not be tolerated if such conduct creates
256 an intimidating, hostile, or offensive work environment for the employee. This will not limit the
257 District's ability to supervise or evaluate employees as long as this action is not deemed
258 discriminatory or arbitrary pursuant to this contract or state law.
259

260 The District and Association are committed to treat all such complaints or allegations with
261 respect and confidentiality regarding the personal privacy of all concerned parties. An
262 employee who brings a complaint can do so without fear of retaliation.
263

264 **RIGHTS OF EMPLOYEES**
265

266 **Section 4.4.1** The District shall not interfere with, restrain, coerce, or prevent any employee
267 from exercising his/her right under the provision of RCW 41.59.060, to form, join, or assist the
268 Association. The District agrees it will not discriminate against any employee because of
269 membership in the Association.
270

271 **ACADEMIC FREEDOM**
272

273 **Section 4.5.1** Academic freedom shall be guaranteed to all employees, limited as follows:
274 employees will use professional judgment in determining the appropriateness of the issue to

275 the curriculum and the maturity of the students. Each educator has a special responsibility
276 as a scholar in an applied field. This special responsibility includes being accountable to the
277 pursuit of knowledge, the teaching-learning process, evidence, and openness of inquiry.

278
279 **Section 4.5.2** Controversial issues shall be handled as they arise in the classroom and shall
280 not be avoided in order to restrict or restrain the academic freedom of either the employee or
281 the student. The student and the employee alike may initiate discussion of a controversial
282 issue related to the instructional objectives of the class and provide material relevant to the
283 discussion and appropriate to the majority of the group. In the presentation of all controversial
284 issues, every effort will be made to effect a balance of biases, divergent points of view, and
285 opportunities for exploration by the students into all sides of the issue.

286
287 **PERSONNEL FILES**

288
289 **Section 4.6.1** The District and the Association acknowledge that personnel information at
290 both the District and building level may be maintained on hard copy or computer media and
291 contract provisions apply to both media. Only one official personnel file will be kept for each
292 employee in Human Resources. Each employee's personnel file shall contain the following
293 minimum items of information: the employee's final summative evaluation reports, copies of
294 annual contracts, teaching certificate number, a transcript of academic records, and
295 confidential credentials obtained from college placement offices.

296
297 **Section 4.6.2** Each employee or former employee shall have the right to review, in the
298 presence of the Superintendent or his/her designee, all material, except for confidential
299 credentials from colleges, in his/her personnel file. Upon request, a copy of any document
300 contained therein shall be afforded the employee at the employee's expense. The signing of
301 an inventory sheet prepared by the employee to verify the contents of a personnel file at the
302 time of review by the employee is considered a normal part of personnel file inspection. An
303 employee shall have the right to attach his/her response to materials contained in the file.

304
305 **Section 4.6.3** Derogatory material not shown to an employee within ten (10) days of receipt
306 will not become part of the employee's personnel file. Furthermore, no secondhand, unsigned
307 statements shall be kept in any personnel file unless the District investigates the accusation
308 and determines that the matter should be the basis of disciplinary action. An employee shall
309 have the right to attach his/her response to those materials. No derogatory statement shall
310 be kept in any employee's file more than three (3) calendar years from the date of receipt
311 except where law prohibits removal, there are reasons to believe that state law or state policy
312 may have been violated or the continued practice of the same behavior may result in state
313 law or policy being violated. Such materials shall be removed from the file at the employee's
314 request at that time. However, the Superintendent may at his/her discretion remove the
315 derogatory statement during the three (3) year period.

316
317 **Section 4.6.4** At the request of either party, the District and the Association shall meet to
318 bargain legislative changes impacting Personnel Files language.

319

320 **Section 4.6.5** The employee's evaluating administrator may have a working file. The material
321 in this file must be dated. This file will be purged of all material older than three (3) years
322 and/or when an employee or evaluator goes to a different building. However, this does not
323 limit the District's ability to maintain working files in the event an interim administrator is hired
324 to complete a school year. If the employee grieves any aspect of the evaluation, then the file
325 will remain intact until the grievance is resolved. This working file is available for review by
326 the employee upon request. Any documentation of complaints from parents, students,
327 community members, or other employees that have not been shared with the employee within
328 five (5) days of receipt of the complaint, may not be used in the evaluation or for disciplinary
329 purposes and must be removed from the working file at the end of the school year.

330
331 **Section 4.6.6** A separate file for processed grievances shall be kept apart from the
332 employee's personnel file and shall be open for inspection by the employee.

333
334 **Section 4.6.7** No other files will be maintained for the purpose of discharging an Employee.

335
336 **INSURANCE COVERAGE**

337
338 **Section 4.7.1** The District agrees to maintain the present insurance policies or reasonably
339 comparable coverage, if available, for the duration of the Agreement. Current policies are
340 Errors and Omissions, General Liability, Fire and Umbrella Excess Costs. If comparable
341 coverage is unavailable, the Association will be informed. A brief synopsis of the current
342 policies is attached. (Exhibit G)

343
344 **SAFE WORKING CONDITIONS**

345
346 **Section 4.8.1** The District agrees to provide safe and non-hazardous working conditions
347 within the District's facilities. Employees will not be required to re-enter a building if it has
348 been evacuated for any reason, until such time as the building has been declared safe by the
349 appropriate authority. The employees will use all safety equipment required by State and
350 Federal regulations and provided by the District. The District agrees to comply with all
351 appropriate and applicable health and safety regulations. Employees accept the
352 responsibilities stated in WAC 296-24, General Safety and Health Standards.

353
354 **Section 4.8.2** Any case of assault upon an employee shall be promptly reported to the District
355 or his/her designated representative. The District will render assistance to the employee in
356 connection with handling of the incident by law enforcement and judicial authorities.

357
358 **LOCKER AND STUDENT SEARCHES**

359
360 **Section 4.9.1** It is agreed that an employee will have the option of participation or non-
361 participation in locker and student searches.

362

363 **WEAPONS ON CAMPUS**

364
365 **Section 4.10.1** Possession or use of firearms, dangerous weapons, explosives, or other items
366 capable of producing bodily harm is prohibited. Students in possession or using any weapons
367 or dangerous devices including, but not limited to any weapon listed as a deadly weapon in
368 RCW 9A.04.110 or local ordinances, will be disciplined according to state law.
369

370 **Section 4.10.2** The principal will immediately and thoroughly investigate reports and rumors
371 regarding firearms, dangerous weapons, and explosives on school property and at school
372 events. The principal will take prompt and reasonable action to protect employees and
373 students and their property. The student's parents or guardians and law enforcement
374 agencies will be promptly informed of the incident.
375

376 **Section 4.10.3** The district will follow the provisions of "Firearms and Dangerous Weapons"
377 (RCW 9.41).
378

379 **ARTICLE V**

380
381 **MANAGEMENT RIGHTS**

382
383 **Section 5.1.1** It is agreed that the rights, powers, functions, and authority of management
384 given by law are vested in management officials of the District. Included in these rights, in
385 accordance with, and subject to applicable laws, regulations, and other provisions of this
386 Agreement, is the right to direct the work force, the right to hire, evaluate, promote, retain,
387 transfer, and assign employees to positions, the right to suspend, discharge, demote, or take
388 other disciplinary action against employees; and the right to release employees from duties
389 because of unsatisfactory evaluated performance or for other legitimate reasons. The District
390 shall retain the right to maintain efficiency of the District operation.
391

392 The right to make reasonable regulations shall be considered acknowledged functions of the
393 District. In making regulations relating to matters of working conditions, the District shall give
394 consideration to the legal rights of the employees. The District retains and reserves all
395 powers, rights, authority, duties, and responsibilities conferred by law and the regulations of
396 the Washington Administrative Code.
397

398 **ARTICLE VI**

399 **WORK LOAD LEVELS**

400
401 **Section 6.1.1:** During the regular school year, District class sizes should not exceed the
402 following, excluding music:

403	Grades K-3:	22
404	Grades 4-5:	25
405	Grades 6-8:	30
406	Grades 9-12:	30
407	Jr. High PE:	38
408	High School PE:	40

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Section 6.1.2: in the event the number of students in a class exceeds the class size identified above, the following procedures will be followed to resolve the overload. All student counts will be finalized by determining whether the student(s) are included in the monthly P-223 and P-223H enrollment reports for the months of October through June.

Section 6.1.2.1:

Any time a teacher’s class size exceeds the class size limit, that teacher may, after five (5) days into the grading period, or after the official schedule change deadline, request a meeting in writing with the building principal to resolve the issue. The meeting must be held within five (5) working days from the time the principal receives the request. At this meeting, the principal and affected staff member will discuss the options noted in Section 6.1.2.2 and resolve the class size issue within five (5) working days from the time the meeting was held. While it is the duty of the principal to make the final determination as to how to resolve the issue, the teacher’s input will be respectfully considered.

Section 6.1.2.2:

Options to resolve class size issues may include, but are not limited to, the following

- A. Reassignment of students and/or reconfigure classes
- B. Allocation of additional certificated staff resources
- C. Allocation of additional classified support
- D. Additional compensation for affected employees, one pro-rated day of regular substitute pay per student, per month, in excess of the guidelines for October through June.

Section 6.1.2.3

The pay option pertains to the current month in which the written meeting request is initially made. For example, if a teacher experienced an overage in September, but did not request a meeting to resolve the issue until November, pay is applied beginning in November as outlined above.

The AEA building representative may request a monthly Skyward count-day report from the office coordinator at their building. Count day is the first school day of the month. (Elementary Class Roster Report; Secondary Teacher Schedule Report)

Overage payments will be a separate, labeled line item on member pay checks.

At the elementary level, except for Music and PE specialists, overage payments will be equal to one day of pay at the substitute rate, per student,

455 per month, when class size is over Work Load Level 6.1.1. (Example: 2
456 students x \$200 = \$400 per month)

457
458 Overage payments for elementary specialists (PE, Music) will be based on the
459 number of sections experiencing overage under Work Load Level 6.1.1. The
460 following factors apply: Number of students over the guidelines, the substitute
461 rate, the percent of the day the employee is experiencing an overage and the
462 number of days in the week the employee is in overage. It is assumed there
463 are 45 sections per week and each section is equal to .022 fte. (Example: 5
464 students over x \$200 x (.022 x 3) = \$66 per month)

465
466 At the secondary level, overages will be paid based on the number of students
467 over Work Load Level 6.1.1, multiplied by the substitute rate, multiplied by the
468 number of academic teaching periods experiencing the overage. In the current
469 six-period day there are five periods of academic teaching time and each
470 academic period is equal to .2 fte. (Example: 2 students x \$200 sub rate x .2
471 fte = \$80 per month)

472
473 Special Education Resource / Special Program caseload overages will be
474 compensated as follows:

- 475 1. At the elementary level, overages will be paid based on the number of
476 students over Workload Levels 6.2.2 multiplied by one day of
477 substitute pay.
478
479 2. At the secondary level, overages will be paid based on the number of
480 students over Workload Levels 6.2.2 multiplied by the number of
481 academic teaching periods, multiplied by the substitute rate per
482 month. (Example: 2 students x \$200 sub rate x .2 fte = \$80 per
483 month)

484
485 **Section 6.1.3** The District and Association agree to use MOU's to document the purchasing
486 of planning time on a yearly or grading period interval basis. The only purchasing of planning
487 time not requiring an MOU will be compensation for class coverage due to a lack of
488 substitutes. Any other purchase of planning time by timesheet will be pre-approved by the
489 AEA president and HR Administrator.

490
491 **Section 6.1.4** The District agrees not to increase class sizes during the life of this
492 Collective Bargaining Agreement between the District and the Association unless a funding
493 shortage is created by either legislative action or a double levy failure. The District will maintain
494 the smallest class sizes possible within the constraints of the state funding formula, available
495 local special levy funding, available federal funding, individual building needs, grade-level
496 instructional needs of students and the operational facilities of the District. The District will
497 maintain a balance of students per class at each grade level at each building. A
498 reasonable effort will be made to have the smaller class in a split grade elementary class be
499 at least six (6) students. An effort will be made to achieve gender balance. Except as affected

500 by categorical funding, the District will attempt to maintain a balance of students per class at
501 each grade level District-wide.

502
503 **Section 6.1.5** The employee should follow Section 6.1.2 when there are six (6) or more
504 students with Individualized Education Plans placed in a regular classroom.

505
506 **Section 6.1.6** At the secondary level, a committee made up of counselors, teachers, and
507 administrators will examine the student scheduling processes. This committee will be in place
508 by December 1 of each school year.

509
510 **Section 6.1.7** In the event that, during the life of this Collective Bargaining Agreement
511 between the District and the Association, a final determination resulting from a Public
512 Employment Relations Commission unfair labor practice case or declaratory ruling holds that
513 class size is a non-mandatory subject of bargaining, the provisions of this Article (or section)
514 shall automatically be deleted from that date forward from the Collective Bargaining
515 Agreement.

516
517 **MTSS / TOSA / EL WORKLOAD LEVEL**

518 **Section 6.1.8** When the workload requirements exceed the time available to complete the
519 work the employee may request a meeting with their supervisor. Any workload issues may be
520 brought to Contract Maintenance for potential solutions or resolution.

521
522 **SCHOOL COUNSELORS WORKLOAD LEVEL**

523 **Section 6.1.9** All elementary schools and the alternative learning center will have access to
524 counseling services. The middle school will have at least two counselor(s). The high school
525 will have at least three counselors. The District will make all reasonable efforts to maintain a
526 district-wide student-to-counselor ratio of 300:1.

527
528 **Section 6.1.10** This Article shall not be effective at a time when employees are laid off under
529 the reduction in force procedure or during a year for which there has been a double levy
530 failure.

531
532 **SPECIAL EDUCATION WORK LOAD LEVEL**

533
534 **Section 6.2.1** Release time may be requested for special education teachers and specialists
535 when additional time is needed to work with students for IEPs, transfer reviews, evaluation or
536 related paperwork. Staff should communicate ahead of time with their principal when extra
537 support is needed. If a substitute is needed, the principal will communicate with the director
538 of special education.

539
540 Special education overages will be compensated in the same way as the general education
541 staff.

542
543 **Section 6.2.2** The employee should follow Section 6.1.2 when caseloads are exceeded.

544

-
- 545 A. At the elementary level, the resource room caseload of students will not exceed
546 twenty-six (26) special education students. No more than thirteen (13) students will be
547 assigned to a resource room during any one period.
548
- 549 B. At the secondary level, the resource room caseload will not exceed thirty (30) students.
550 No more than fifteen (15) students will be assigned during any one period. Special
551 education classes at the secondary level may contain more than fifteen (15) I.E.P.
552 students when two teachers decide to combine their classes to team teach and the
553 principal concurs.
554
- 555 C. The elementary severely disabled caseloads will not exceed eight (8) students per
556 certificated employee. The elementary moderately disabled caseload will not exceed
557 eleven (11) students per certificated employee. In both the severely disabled and
558 moderately disabled classrooms, para-educators will be assigned to insure the safety
559 and manage the needs of the individual students, irrespective of the number of
560 students on the certificated staff's caseload. Blended severely and moderately
561 disabled caseloads will be prorated for staffing. Should the above caseloads be
562 exceeded, regardless of the number of para-educators assigned to the class, Section
563 6.1.2 shall apply.
564
- 565 D. The secondary severely disabled caseloads will not exceed eight (8) students per
566 certificated employee. The secondary moderately disabled caseload will not exceed
567 thirteen (13) students per certificated employee. In both the severely disabled and
568 moderately disabled classrooms, para-educators will be assigned to insure the safety
569 and manage the needs of the individual students, irrespective of the number of
570 students on the certificated staff's caseload. Blended severely and moderately
571 disabled caseloads will be prorated for staffing. Should the above caseloads be
572 exceeded, regardless of the number of para-educators assigned to the class, Section
573 6.1.2 shall apply.
574

575 **Section 6.2.3** The following specialists should follow Section 6.1.2 The caseload limits for
576 Occupational Therapists, Speech-Language Pathologists, and School Psychologists are
577 listed below:

- 578 • SLP - 55 students; (full-time SLPA shall count as .5 fte)
 - 579 • OT - 42 students; (full-time COTA shall count as .5 fte)
 - 580 • Psychologists – 1 to 1,100 students.
- 581 A. Counting students who receive services/accommodations/modifications from school
582 personnel as part of an IEP: Each 90 minutes (across students) of regularly
583 scheduled support to school personnel per month can be combined to be counted as
584 a maximum of one (1) student on a caseload.
- 585 B. If the itinerant's caseloads exceed a weekly direct services caseload (as outlined in
586 the Workload level 6.2.3) on the monthly final P223H count date, the Director of
587 Special Education shall meet with the specialist and attempt to reach an acceptable
588 solution. Overload shall be paid 0.2 of the daily sub rate, per student per month if no

589 other workload mitigation solutions can be reached. (Example: 2 students x \$200 sub
590 rate x .2 fte = \$80 per month)

591 Factors used in determining caseloads include but are not limited to:

- 592 1. The number of sites assigned,
- 593
- 594 2. Students' qualifying disabilities,
- 595
- 596 3. Direct therapy time determined by the IEP,
- 597
- 598 4. Availability and use of support personnel,
- 599
- 600 5. The number of assessments and IEPs,
- 601
- 602 6. Assignment to the preschool assessment team.
- 603

604 **WORK STATION VISITATIONS**

605
606 **Section 6.3.1** The employees encourage patrons to visit classroom work stations. To
607 facilitate this process with the least interruption to the teaching process, the following
608 guidelines are established:

- 609
- 610 1. All visitors to a classroom shall obtain approval from the principal.
- 611
- 612 2. The principal will arrange an acceptable time with the classroom employee.
- 613
- 614 3. Within the constraints of time and scheduling, the employee shall be afforded
615 the opportunity to confer with the visitor before and/or after the visitation.
- 616
- 617 4. Additional guidelines are found in Board Policy 4200.
- 618

619 620 **TEACHER AUTHORITY AND** 621 **RESPONSIBILITIES CONCERNING STUDENT DISCIPLINE**

622
623 **Section 6.4.1** All employees have the responsibility and authority to discipline any student for
624 insubordinate, disruptive or disorderly conduct, or other violation of rules of student conduct
625 which may occur in the presence of the employee or when the student is under the employee's
626 supervision.

627
628 **Section 6.4.2** On or before September 30 of each school year each building principal and the
629 certificated employees in a school building shall confer in order to develop and/or review
630 mutually agreeable building disciplinary standards, implementation, and uniform enforcement
631 of those standards, consistent with RCW 28A.600.020 and School Board policy and
632 procedures. Any change in the building's discipline plan will be reviewed and discussed with
633 staff before it is implemented. The procedures will be communicated to the staff in writing.

634 Discipline shall mean all forms of correction other than expulsion or suspension from school,
635 which are District responsibilities. Employees may recommend the suspension or expulsion
636 of a student to the proper school authorities.

637

638 **Section 6.4.3** Pursuant to RCW 28A.600.020 (2), any student who creates a disruption of the
639 educational process in violation of the building disciplinary standards while under a teacher's
640 immediate supervision may be excluded by the teacher from his or her individual classroom
641 and instructional or activity area for all or any portion of the balance of the school day, or up
642 to the following two days, and until the principal or designee and teacher have conferred. In
643 the event the teacher is not available to confer, the principal or designee will discuss the
644 student's return to the classroom with the building representative and the principal will follow
645 up with the teacher as soon as the teacher is available.

646

647 Pursuant to RCW 28A.600.020 (3), in order to preserve a beneficial learning environment for
648 all students and to maintain good order and discipline in each classroom, every school district
649 board of directors shall provide that written procedures are developed for administering
650 discipline at each school within the district. Such procedures shall be developed with the
651 participation of parents and the community, and shall provide that the teacher, principal or
652 designee, and other authorities designated by the board of directors, make every reasonable
653 attempt to involve the parent or guardian and the student in the resolution of student discipline
654 problems. Such procedures shall provide that students may be excluded from their individual
655 classes or activities for periods of time in excess of that provided in subsection (2) above if
656 such students have repeatedly disrupted the learning of other students. The procedures must
657 be consistent with the rules of the superintendent of public instruction and must provide for
658 early involvement of parents in attempts to improve the student's behavior.

659

660 Pursuant to RCW 28A.600.020 (4), the procedures shall assure, pursuant to RCW
661 28A.400.110, that all staff work cooperatively toward consistent enforcement of proper student
662 behavior throughout each school as well as within each classroom.

663

664

665 **Section 6.4.4** Each employee shall have as a responsibility the maintenance of good order
666 and discipline in the classroom, in the hallways, and on the playgrounds or other common
667 areas of the school. Each employee shall be entitled to appropriate assistance and support
668 from building administrators in connection with discipline problems relating to students.

669

670 **Section 6.4.5** The employee shall not use undue force, if force is necessary, for self-protection
671 or to protect the safety of other staff or students.

672

673 **Section 6.4.6** Each employee shall be promptly advised of any complaint made to the
674 principal or other District administrator regarding the employee's discipline of students.

675

676 **Section 6.4.7** In order to assist the principal in carrying out the intent of this section, on or
677 before September 30 of each school year each building principal and the certificated
678 employees in a school building shall confer in order to develop and/or review building
679 disciplinary standards, implementation, and uniform enforcement of those standards. Any

680 change in the building’s discipline plan will be reviewed and discussed with staff before it is
681 implemented. The new procedures will be communicated to the staff in writing.

682
683 **Section 6.4.8** The District shall provide assistance and support to certificated employees in
684 connection with student discipline. The administrator or designee shall follow district policies
685 and procedures concerning discipline of all students.

686
687 **Section 6.4.9** There will be a plan communicated to staff which makes an administrator or
688 certificated designee available to the employees at each building during each school day that
689 the regular administrator is not on-site.

690
691 **STUDENT INFORMATION**

692
693 **Section 6.5.1** The District and the Association recognize the right of each student to be
694 educated in an environment appropriate to his/her needs.

695
696 **Section 6.5.2** The education of students requires cooperation and communication between
697 the administration, general education staff, and all support staff. It is the shared responsibility
698 of all staff to provide relevant information to staff in a timely manner. The District/principals
699 will develop and communicate building procedures regarding sharing of student information
700 by September 30 of each school year in accordance with District policy.

701
702
703 **ARTICLE VII**

704
705 **WORK YEAR**

706
707 **BASIC CONTRACT**

708
709 **Section 7.1.1** The work year shall consist of one hundred eighty (180) basic contract days.

710
711 **Section 7.1.2** Each K-12 special education classroom teacher will receive an additional three
712 (3) self-directed per diem days. Special education itinerants will receive two (2) additional self-
713 directed per diem days.

714
715 **Section 7.1.3** Each kindergarten teacher who is required to perform testing and data entry
716 for the WAKIDS program will choose from the following options

- 717 a. Up to eight (8) hours of pay at the curriculum rate by timesheet
718 b. Up to two (2) substitute release days.
719 c. One (1) day of substitute release and up to four (4) hours of pay at curriculum rate
720 by timesheet

721
722 **Section 7.1.4** Each special education teacher who is required to manage, document and
723 administer data for WA-AIM (Access to Instruction & Measurement) to meet state test
724 requirements will receive the curriculum rate of pay for up to four (4) hours worked outside of
725 normal work hours for each portfolio after submission of completed supplemental timesheet.

726

727 **New Employees**

728

729 **Section 7.2.1** Employees new to the District will be required to work up to two (2) extra days
730 as assigned by the Director of Human Resources. These days will be paid at per diem, which
731 shall be the annual salary rate of the current salary schedule divided by the basic contracted
732 days. The per diem rate will be established by the verified credits and years of experience on
733 file as of the first contracted day of service.

734

735 **District/Building-Directed Days:**

736

737 **Section 7.3.1** The district/building directed days are to be used for professional development
738 and/or school improvement. One (1) mandatory day will be worked prior to the opening of the
739 school year. Other days will be planned by the district or building level in full or half day
740 sessions during the school year. Payment for these days will be by individual time sheet to
741 be completed by each employee for attendance at these professional development activities.
742 The use of paid leave, with the exception of bereavement leave and jury duty, is not permitted
743 on these days. Less than full time employees that participate in a full day's activities shall
744 receive a full day's pay. The dates for building/district directed days will be mutually
745 determined by the District and the Association during calendar negotiations.

746

747 **SCHOOL CALENDAR**

748

749 **Section 7.4.1** The Association and District bargaining teams will meet and confer with
750 representatives of other district bargaining teams in February of each year to recommend to
751 the Board the school calendar for the following year. The following guidelines will be the basis
752 for establishing the calendar.

753

- 754 1. The first day of school will be mutually agreed upon by the AEA and the District.
- 755
- 756 2. All Legal Holidays will be observed.
- 757
- 758 3. Spring Vacation will be the first full week in April.
- 759
- 760 4. There will be a two-week winter break usually ending on January 1st. Monday and
761 Tuesday before Christmas and Thursday and/or Friday after New Years will be added
762 to the vacation if:
 - 763 a. December 24th falls on Tuesday or Wednesday
 - 764 b. January 1st falls on Wednesday or Thursday
 - 765 c. When January 1st falls on a Sunday, the Monday following will be included in the
766 vacation.
- 767
- 768 5. The last day of school will be on a Tuesday through Friday.
- 769
- 770 6. Building/District directed days.
- 771

772 7. Two early release/late start days to be used for parent/student/teacher conference or
773 grade preparation.

774

775 **Section 7.4.2** In the event any of the rules governing the calendar are in conflict with any
776 other rule, the Association with representatives of other bargaining groups, and the District
777 will meet to mutually resolve the conflict.

778

779 **Section 7.4.3** Except for emergency closure, there shall be no deviation from or change in
780 the Employee Work Year Calendar except by agreement between the District and the
781 Association. In the event of an emergency school closure, the Association and district
782 bargaining team with representatives of other bargaining groups, will meet to recommend
783 make-up days to the Board.

784

785 **WORKDAY**

786

787 **Section 7.5.1** When an employee will be absent from work (whether or not a substitute is
788 needed), he/she will notify their supervisor and submit their leave request through the
789 district-approved electronic leave reporting system prior to the absence.

790

791 **Section 7.5.2** The normal employee workday will be 7.5 hours. This shall include time for
792 preparation of lessons, actual student contact time, and a thirty (30) minute duty-free lunch
793 period, exclusive of passing time. Planning time will be equal at all levels. Elementary
794 planning will be either 30 minutes of continuous planning during the day and 20 minutes of
795 planning before school, or 35 minutes of continuous planning during the day and 15 minutes
796 of planning before school.

797

798

799 **Section 7.5.3** Employees shall be at their schools and available to pupils and patrons forty
800 (40) minutes before the beginning of the student day at the secondary level and thirty (30)
801 minutes at the elementary level for all grade levels, fifteen (15) minutes after the ending of the
802 student day at the secondary level, and ten (10) minutes after the ending of the student day
803 at the elementary level. On late start/early release in-service and conference days when
804 students are not present, employees are still required to work their normal workday (7.5 hours
805 at the secondary level and 7.25 hours at the elementary level). Such time is not to be
806 considered as student contact time or scheduled preparation time, but is to be included in the
807 total workday. Employees shall be in the classroom at least ten (10) minutes before the start
808 of the instructional student school day. Any deviation from this schedule shall be contingent
809 upon approval of the District and Association.

810

811 **Section 7.5.4** The District will schedule four (4) late start/early release days each year, two
812 days to be used for parent/student/teacher conference or grade preparation. One will be the
813 day before Winter Break. Students will be dismissed early and staff will be required to work
814 four (4) hours. The fourth early release day will be the last instructional day of the school
815 year. Students will be dismissed early and staff are required to work a full day.

816

817 **Section 7.5.5** The amount of time required at each level for each school will be consistent
818 throughout the District. However, deviation from the scheduled hours may occur with prior
819 approval of the Superintendent and sixty percent (60%) of the staff in the school involved.
820

821 **Section 7.5.6** Preparation time will be an integral part of the classroom employee's workday.
822 This time will be guaranteed to classroom employees as follows:

- 823 A. One (1) period of preparation time for each instructional contracted day at the
824 secondary level and
825 B. 35 minutes of continuous preparation time during the school day at the elementary
826 level.
827 C. For itinerant staff such as music and PE teachers, planning time will be scheduled in
828 blocks of at least 25 minutes.
829

830 **Section 7.5.7** Pre-approved employees who volunteer for supervision, crowd control, or
831 assistance with after-school athletic events at the junior high will be compensated at the hourly
832 rate consistent with the high school activity pay, when substantiated by a timesheet.
833

834 **Section 7.5.8** Employees shall adhere to deviations from the daily schedule prepared by the
835 building principal. Request for exceptions must be submitted to the principal prior to the
836 anticipated absence and/or late arrival or early leaving. Employees shall not leave the
837 buildings to which they are assigned during class or preparation periods, nor the first or last
838 thirty (30) minutes of the employees' workday, without the consent of the building principal.
839

840 **Section 7.5.9** All employees shall have scheduled, during the period of time from 11:00 a.m.
841 to 1:00 p.m., a duty-free lunch period of not less than thirty (30) continuous and uninterrupted
842 minutes, exclusive of passing time, per instructional contracted day.
843

844 **Section 7.5.10** On days when school opening is delayed due to inclement weather or other
845 emergency, employees are encouraged to report to their buildings at their regular time.
846 Employees are required to be in their buildings 30 minutes before the beginning of the student
847 day.
848

849 **Section 7.5.11** Employees will not be assigned to more than an average of thirty (30) minutes
850 per week of supervision of students outside of their regular instruction time.
851

852 **Section 7.5.12** Collaborative Learning Time
853

- 854 1. The purpose of Collaborative Learning Time is for educators to work together to share,
855 discuss and apply research-based, best instructional practices using the Danielson
856 Instructional Framework. Collaborative Learning Time is teacher-centered with
857 administrative guidance to focus on our mission and goals. Collaborative Learning
858 Time will consist of learning about instructional practices that result in improved
859 student learning; reviewing and analyzing data to enhance instruction; and
860 coordinating curriculum to align to Common Core standards and state standards
861 where appropriate.
862

-
- 863 2. Collaborative Learning Time may include district-wide grade level and departmental
864 meetings. Collaborative Learning Time does not include seminars, workshops, IEP
865 meetings, SSTs, FBAs, staff meetings or any assigned tasks that are not primarily a
866 part of the teacher's current position or assignment.
867
- 868 3. While facilitators, building leaders and building administrators will work together to
869 ensure that plans and agendas for Collaborative Learning Time are linked to district
870 goals and strategies, it is understood that this time is intended for teachers and staff
871 to collaborate professionally amongst themselves.
872
- 873 4. Collaborative Learning Time is considered part of the regular workday and is not
874 considered a meeting outside of the regular work day. Section 7.7.1 Meetings shall
875 not apply to Collaborative Learning Time.
876
- 877 5. The District and the Association agree to schedule Collaborative Learning Time
878 throughout the school year. The Collaborative Learning Time will be scheduled on
879 certain early release days.
880
- 881 6. In order to meet the minimum hours requirement of the State Board of Education, it is
882 agreed that the instructional day will be extended five (5) minutes per day by reducing
883 the before or after school time by five (5) minutes per day. Collaborative Learning Time
884 (Section 7.5.12) and Section 7.5.3 will be re-opened during each year of this
885 agreement.
886

887 **ITINERANT PERSONNEL WORKDAY**

888
889 **Section 7.6.1** The length of workday for itinerant personnel shall be the same as for all other
890 employees covered by this Agreement.
891

892 **Section 7.6.2** The workday for Speech/Language Pathologists, Psychologists, Therapists,
893 Education Specialists, Librarian/Media Specialists, and Consultants shall start at their first
894 teaching station (in some instances this may be the District Office). Travel time shall not
895 infringe upon the thirty (30) minute duty-free lunch period guaranteed to all employees. Travel
896 to scheduled teaching stations outside the District shall be included in the normal working day.
897

898 **Section 7.6.3** For some itinerant personnel, preparation, consultation, and report-writing are
899 part of the basic assignment and are scheduled during the student day. This would include
900 Education Specialists, Psychologists, Speech/Language Pathologists, Therapists, such as
901 Occupational and Physical, Librarian/ Media Specialists, and Consultants.
902

903 **MEETINGS**

904
905 **Section 7.7.1** The regular assignment of all employees shall include participation in
906 scheduled group planning sessions, such as building faculty meetings, District grade level or
907 subject area meetings, team or department meetings, and building level curriculum committee
908 meetings without extra compensation. Mileage will be paid if any other district employee is

909 paid mileage to attend the same meeting. Usually, such meetings shall not last longer than
910 one (1) hour. Normally, building meetings will begin within fifteen (15) minutes after last
911 classes are dismissed. Employees will not be required to attend morning faculty meetings
912 prior to the beginning of the normal workday. In the event the employee has a prior
913 commitment, he/she will make arrangements with the principal prior to the start of the meeting
914 and may leave before the meeting is completed. No employee shall be required to attend
915 more than three (3) such meetings per month.

916

917 **CO-CURRICULAR DUTIES**

918

919 **Section 7.8.1** Employees shall be required, as part of their contractual responsibilities, to
920 perform co-curricular non-teaching duties outside the regular teaching day. Each employee
921 agrees to participate in an Open House or an alternative to Open House approved by the
922 principal and superintendent.

923

924 **Section 7.8.2** One (1) more evening function may be assigned, when such duty is assigned
925 from a list posted in the individual schools.

926

927 **ASSIGNMENT OF REGULAR EMPLOYEES AS SUBSTITUTES**

928

929 **Section 7.9.1** The principals, and Association building representatives, will jointly develop an
930 equitable building schedule for staff members to substitute for employees who are absent less
931 than one-half (1/2) day, or when a substitute is not available. When, as the result of the
932 implementation of the schedule, any one employee is required more than two (2) times during
933 the school year to teach a class during a period which would otherwise have been a
934 preparation period for him/her, that employee shall be paid at the per diem rate for each such
935 period after the required substitute coverage.

936

937 **STUDENT TEACHERS:**

938

939 **Section 7.10.1** Employees shall have the option to accept or reject a student teacher.
940 Employees who agree to being assigned a student teacher shall receive the funds or college
941 credits provided by the Teacher Training Institution for the supervision entailed. An employee
942 who accepts a student teacher should be given twenty (20) days notice and shall be informed
943 in advance of the amount of funds provided by the Teacher Training Institution.

944

945 **Individual Employee Contracts**

946

947 **Section 7.11.1** The District shall issue to each employee a contract showing anticipated level
948 and subject assignment, length of assignment, and compensation in conformity with
949 Washington State Law and State Board of Education regulations.

950

951 **Issuance of Contracts:**

952

953 **Section 7.11.2** The District agrees to issue individual employee contracts for the succeeding
954 contractual year on or before May 15, or June 1 if delayed by legislative inaction. If such

955 contracts are issued prior to the completion of negotiations, subsequent individual contracts
956 and/or addendums will be issued which conform to the provisions of the new negotiated
957 agreement when it is ratified.

958

959 **Copies of Individual Contracts:**

960

961 **Section 7.11.3** Three (3) copies of the Individual Employee Contract shall be given to the
962 Employee each year for signature. After signing, one (1) copy shall be retained by the
963 individual employee, one (1) copy shall be placed in the individual employee's personnel file,
964 and one (1) copy shall be placed in the payroll office.

965

966 **Length of Contract:**

967

968 **Section 7.11.4** Total length of the regular employee's individual contract shall be one hundred
969 eighty (180) days.

970

971 **Supplemental Contracts:**

972

973 **Section 7.11.5** A supplemental contract will be issued for co-curricular, supplemental
974 assignments, extended work year and extended workday. The District agrees to issue
975 supplemental contracts within ten (10) working days following Board approval.

976

977 **Section 7.11.6** Safe Schools trainings shall be paid at the curriculum rate for the length of
978 time required to complete the training. Safe Schools trainings shall be completed on or before
979 the designated due date in order for employees to be eligible for compensation. On time
980 completion of all assigned courses will be verified. Upon verification, the supplemental
981 payment will be issued on the regular payroll cycle.

982

983 **SPECIAL PERSONNEL SUBSTITUTES**

984

985 **Section 7.12.1** Substitutes shall be provided for those classroom specialists who provide
986 planning time for other employees on the same basis as for other employees.

987

988 **Section 7.13.1** Student Learning Plans shall be written and developed by the district with
989 employee input. Time will be provided within the workday, to the extent possible for
990 preparation and conferencing about the Student Learning Plans.

991

992

993

ARTICLE VIII

994

995 **ADOPTION LEAVE**

996

997 **Section 8.1.1** Leave taken for the adoption of a child shall be charged to sick leave, if
998 available, up to a maximum of six weeks, or longer with approval of the superintendent. The
999 unpaid leave for well-child care is covered under the provisions of the Federal Family and
1000 Medical Leave Act. (Exhibit F)

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BEREAVEMENT

Section 8.2.1 Employees will be granted up to five (5) days leave of absence with pay when absence is occasioned by death in the immediate family (parents, step-parents, spouse, children, brother- or sister-in-law, siblings, grandparents, grandchildren, mother- or father-in-law, aunts, uncles, nieces and nephews) or other persons living in the immediate household. In extenuating circumstances for travel out of state or executor duties, the employee will be granted up to two (2) additional days. For the death of other relatives, bereavement leave for one day will be granted. Such leave, when granted, shall not be deducted from sick leave. Leaves longer than stated above will be charged to sick leave.

Section 8.2.2 Requests must be submitted to Human Resources within thirty (30) days of occurrence.

EMERGENCY LEAVE

Section 8.3.1 Employees may be granted leave of absence with pay chargeable to sick leave when absence is occasioned by unforeseen personal emergencies not covered in other sections of this Article.

Section 8.3.2 An emergency shall be defined as a problem that has suddenly occurred and is of such a nature that preplanning by the employee could not relieve the necessity for taking time away from school during the employee's regular workday. Requests must be submitted to Human Resources within thirty (30) days of occurrence.

EXTENDED LEAVE

Section 8.4.1 Any request for a leave of absence must be submitted in writing in advance of the beginning of the leave.

Long Term Leave:

Section 8.4.2 A leave of absence up to one (1) contract year without pay may be granted by the Board to certificated employees with not less than two (2) years of continuous successful service in the District, immediately preceding the leave date, upon recommendation of the Superintendent for the purposes of study, travel, recuperation, child care or Association and Association-related business.

Section 8.4.3 A staff member returning from Long Term Leave will be given the same consideration for returning to their last assignment as if they had been on active duty. If the employee wishes to return to the District, at the end of his/her leave, he/she must notify the Superintendent by March 18, prior to the expiration of his/her leave. Any reassignment necessary shall be done in accordance with State Law and Article X of this Agreement. The employee may not return to his/her position prior to the end of the approved leave if a leave replacement contract has been issued.

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Short Term Leave:

Section 8.4.4 If the leave is for ninety (90) contracted days or less during any one (1) contracted school year, the employee shall be placed in the same position held previous to the commencement of the leave. Any employee who has been granted Short Term Leave may apply for an additional Short Term Leave of six (6) weeks or less and that leave shall be granted as long as it is taken for the same reason as the previous leave. Unless otherwise approved by the Superintendent, the employee may not return to his or her position prior to the end of the approved leave if a leave replacement contract has been issued.

Leave Replacement:

Section 8.4.5 The District agrees to continue using the assignment of Leave Replacement Employees to minimize involuntary transfers and to maximize voluntary transfers whenever possible.

JOB SHARING LEAVE

Section 8.5.1 Job sharing shall refer to two (2) employees sharing one (1) full-time position. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Human Resources Director by April 1 of their desire to job share for the ensuing school year. Employees who are job sharing will be considered to be on a leave of absence from full-time employment the first year. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of their immediate supervisor and the District.

Section 8.5.2 Employees holding job-sharing assignments shall be granted the appropriate pro-rated amount for benefits available to other employees working less than full-time.

Section 8.5.3 In the event a long-term replacement is required for a job sharer, the District may offer the other employee sharing that particular job the position. Job sharing partners may substitute for one another at substitute pay.

Return From Job Sharing Leave:

Section 8.5.4 By April 1 of the first year, the employees sharing one full-time position must decide if they will continue at half-time or return to a full-time position the following year. Job sharing employees wishing to return to full-time, after the first year, will be given the same consideration as if they had been on active duty. It is understood the right to return to full-time employment after the second or subsequent years is dependent on a vacancy for which the employee is qualified and subject to the provisions of Article X Transfer Requests.

1091 **JURY DUTY**

1092

1093 **Section 8.6.1** Leaves of absence with pay shall be granted for jury duty. On those days when
1094 the employee is not placed on a jury they will report to his/her regular assignment as soon as
1095 they are released by the court. The employee shall notify the District when notification to serve
1096 on jury duty is received.

1097

1098 **MATERNITY LEAVE**

1099

1100 **Section 8.7.1** Accumulated sick leave days may be used for the purpose of pregnancy
1101 disability, childbirth and recovery. The duration of the leave will be determined on a physician's
1102 authorization indicating the period of time the employee is unable to perform normally
1103 assigned duties.

1104

1105 **Section 8.7.2** If the employee wishes to be absent from their job in excess of the time when
1106 they were physically unable to perform her normally assigned duties (as certified by their
1107 physician) they may request an unpaid extended leave of absence. The provisions of the
1108 Federal Family and Medical Leave Act would apply. (Exhibit F)

1109

1110 **MILITARY LEAVE**

1111

1112 **Section 8.8.1** Military Leave benefits shall be permitted as provided by State and Federal
1113 Laws. Provisions of the Family Medical Leave Act apply.

1114

1115 **PARENTING LEAVE**

1116

1117 **Section 8.9.1** Employees may use up to 12 weeks of accrued sick leave for the birth or
1118 adoption of a child. Personal leave days may also be used without regard to the vacation,
1119 three-day weekend or holiday restrictions. Provisions of the Federal Family and Medical Leave
1120 Act apply. (Exhibit F)

1121

1122 **PERSONAL LEAVE**

1123

1124 **Section 8.10.1** Employees shall be granted two (2) days of personal leave annually.

1125

1126 **Section 8.10.2** Employees shall notify their building principals twenty-four hours in advance
1127 of their intent to take personal leave.

1128

1129 **Section 8.10.3** Employees may not use their personal leave on professional development
1130 days or the mandatory workday(s) prior to school. Personal leave days may not be used to
1131 extend a three-day weekend, holiday, or any vacation period. Exceptions to these restrictions
1132 may be approved by the superintendent.

1133

1134 **Section 8.10.4** Except at the discretion of the Superintendent, no more than ten (10)
1135 employees shall be permitted to take personal leave on any one day. Notice of this fact shall
1136 be given to the Superintendent from the substitute office and the Superintendent will contact

1137 the Employees regarding the availability of substitutes and whether the request can be
1138 approved and if not, the next available date of request by the employee.

1139
1140 **Section 8.10.5** Employees who do not use their personal leave during the school year may
1141 request a personal leave reimbursement. This request must be made in writing to the
1142 business office by June 30 of that year. Reimbursement will be the yearly established daily
1143 rate paid to substitutes.

1144
1145 **Section 8.10.6** Employees who do not use their personal leave or do not request personal
1146 leave reimbursement may carry over a maximum of two (2) days of personal leave into the
1147 next school year. The maximum amount of personal leave available in any year is four (4)
1148 days. Any amount of personal leave over four (4) days is forfeited. The maximum number of
1149 personal leave days eligible for reimbursement is four (4) days in any school year.

1150
1151 **PROFESSIONAL CONFERENCES AND MEETINGS**

1152
1153 **District Business:**

1154
1155 **Section 8.11.1** Leaves with pay, to attend professional conferences and meetings, subject to
1156 approval of the Superintendent and his/her designee, may be granted. Substitute and
1157 necessary expenses will be paid by the District. This category applies to employees
1158 representing the District at meetings, symposiums, and seminars.

1159
1160 **Section 8.11.2** The cost of substitutes necessary for the conduct of Association business
1161 shall be the responsibility of the Association. These costs will be billed by the District no more
1162 often than monthly.

1163
1164 **Public Office Leave**

1165
1166 **Section 8.12.1** Employees may be granted public office leave, without pay, for serving in an
1167 elected state or federal government position provided such position does not extend beyond
1168 two (2) full years. Upon return to employment with the District, the employee shall be offered
1169 a comparable position if a comparable one is vacant and the District is willing to offer it, or at
1170 the beginning of the following school year if a comparable position is not available on the date
1171 of return. All non-economic benefits, provided by this Agreement, shall be retained by the
1172 employee during the leave. The employee shall notify the District by March 18 if they wish to
1173 return to the District the following year.

1174
1175 **Section 8.12.2** If the leave is for ninety (90) contracted days or less during any one (1)
1176 contracted school year, the employee shall be placed in the same position held previous to
1177 the commencement of the leave.

1178

1179 **SABBATICAL LEAVE:**

1180
1181 **Section 8.13.1** Certificated employees of the District who have served seven (7) or more
1182 years in the District are eligible for consideration for Sabbatical Leave in accordance with the
1183 following:

- 1184 A. Sabbatical Leave may be granted for not less than one (1) full semester or not more
1185 than one (1) full year. Sabbatical Leave for less than one (1) year would not be
1186 approved unless a satisfactory short-term replacement is available.
1187
- 1188 B. Sabbatical Leave may be granted to not more than three (3) teachers in any one
1189 year, and two (2) in the next, or one per cent (1%) of certificated employees,
1190 whichever is greater. Seniority, distribution, amount of other finances available and
1191 value to the District of the projected plan may be considered in the approval of the
1192 applications.
1193
- 1194 C. Final applications must be submitted on the appropriate form by March 1 prior to
1195 the school year for which leave is requested, no earlier than March of the seventh
1196 (7th) year.
1197
- 1198 D. All applications for such leave shall be screened at one session by a committee
1199 consisting of the Superintendent, one (1) principal appointed by the
1200 Superintendent, plus two (2) teaching members of the TEPS Committee of the
1201 Association. No member of the committee shall be an applicant for Sabbatical
1202 Leave. This committee shall submit its findings and recommendations to the Board
1203 for its consideration not later than the final board meeting in March.
1204
- 1205 E. Sabbatical Leave may be granted for study, retraining, or preparation for
1206 reassignment at a college or university, or for educational research connected with
1207 a college or university that will be of service to the schools and pupils of the District
1208 upon return.
- 1209 1. Approval will be contingent on:
- 1210 a. benefit to current District programs, or
1211 b. benefit to planned District programs, or
1212 c. programs related to advancement on the salary schedule, and
1213 d. current satisfactory evaluation.
1214
- 1215 2. The Sabbatical Leave Committee may make recommendations to deviate from
1216 the above in unique situations when there will be a direct and lasting benefit in
1217 the employee's current assignment.
1218
- 1219 F. Once Sabbatical Leave has been granted, any change in plans must be approved
1220 by the Superintendent in advance of the change.
1221
- 1222 G. Personnel taking such leave will be required to sign a non-interest bearing
1223 promissory note for the amount of compensation to be received while on leave.
1224 Upon completion of one (1) year service following the leave, the face value of the

1225 note will be reduced by one-third (1/3); after two (2) years of service following the
1226 leave, the face value of the note will be reduced by two-thirds (2/3); after three (3)
1227 years of service following the leave, the note will be cancelled. The promissory
1228 note will also be cancelled in case of death or of disability so severe the recipient
1229 is unable to follow the teaching profession, or termination of the recipient's
1230 employment by the District.

1231
1232 H. Employees accepted for Sabbatical Leave shall accrue experience for salary
1233 placement and seniority and retain retirement, accumulated sick leave, and any
1234 other benefits offered by the District. Any additional benefits granted to regular
1235 faculty members will apply to any members on Sabbatical Leave.

1236
1237 I. The Sabbatical Leave recipient shall file a written report with the Superintendent
1238 covering the substance of the program of activities completed during the leave
1239 within thirty (30) days after returning to the District. The final installment of the
1240 stipend shall be withheld until said report is filed.

1241
1242 J. Staff members on Sabbatical Leave may not reapply until seven (7) contracted
1243 years of service have elapsed. Initial applicants will receive priority consideration
1244 over applicants who have been granted a Sabbatical Leave previously, provided
1245 both applications meet all requirements as stated herein.

1246
1247 K. A staff member returning from Sabbatical Leave will be given the same
1248 consideration for returning to the position of their last assignment as if they had
1249 been on active duty. It will be assumed that the staff member wishes to return to
1250 the position of their last assignment unless they notify the Superintendent by March
1251 18 prior to the expiration of their leave. Any reassignment necessary shall be done
1252 in accordance with State Law and Article X of this Agreement.

1253
1254 L. Persons granted Sabbatical Leave shall receive one-half (1/2) of the regular salary
1255 they would receive if they had remained on active duty, in twelve (12) equal monthly
1256 installments, less legal deductions; or the Salary Schedule BA+90, whichever is
1257 less.

1258
1259 **SICK LEAVE**

1260
1261 **Section 8.14.1** When an employee will be absent from work due to illness or injury (whether
1262 or not a substitute is needed) they shall notify their supervisor using district-approved leave
1263 reporting procedures prior to the absence.

1264
1265 **Section 8.14.2** At the beginning of each school year when the employee reports for duty,
1266 each employee shall be credited with an advanced sick leave allowance of twelve (12) days
1267 with full pay to be used for absence caused by illness, injury, quarantine, disability, or family
1268 illness. Family members include children with a health condition that requires treatment or
1269 supervision, spouse, parent, parent-in-law, or grandparent of the employee who has a serious
1270 health condition or emergency condition, and other members of the immediate household.

1271 Each Employee's portion of unused sick leave allowance shall accumulate from year to year
1272 to a maximum of one hundred eighty (180) days. Each employee who is contracted for a
1273 period of less than one (1) full work year shall be entitled to a prorated number of sick days
1274 based on the employee's number of contracted days with sick leave allowance rounded to the
1275 nearest one-half (1/2) days.

1276

1277 A. At the end of the first month of each school year, the District will provide all
1278 employees with the number of accumulated sick leave days including the current
1279 years advance credit. If the employee does not work the entire one hundred and
1280 eighty (180) days, this advance credit will be pro-rated.

1281

1282 B. Upon return to employment with the District, any former employee shall be treated
1283 the same as any other new employee. Employees on leave retain their
1284 accumulated sick leave days.

1285

1286 C. Employees have access to a sick leave bank as per School Board Personnel Policy
1287 and Procedures regarding Leave Sharing.

1288

1289 D. An employee who has exhausted accumulated sick leave and who is unable to
1290 work because of personal illness or other disability, will have one (1) per diem day
1291 of his/her annual salary deducted for each day of work missed; and may apply for
1292 extended leave, which may be either short or long term. Extended leave must be
1293 requested within ten (10) workdays after sick leave is exhausted, if the employee
1294 is still unable to work.

1295

1296 E. In the event employees are absent for reasons that are covered by Workers'
1297 Compensation insurance, the employee may elect to receive only Workers'
1298 Compensation time loss benefits rather than utilize accumulated sick leave. An
1299 employee may elect to receive available accrued sick leave in addition to Workers'
1300 Compensation time loss benefits for the number of hours/days they are disabled
1301 from work. They may supplement their Workers' Compensation benefits with sick
1302 leave up to receiving a full day's pay of sick leave in addition to Workers'
1303 Compensation benefits. The amount of sick leave used by the employee shall be
1304 deducted from the employee's sick leave balance.

1305

1306 F. Pursuant to current statute, employees may cash in unused sick leave annually
1307 and upon death or retirement.

1308

1309 G. The provisions of the Federal Family and Medical Leave Act will apply. (Exhibit F)

1310

1311

ARTICLE IX

BUILDING FACILITIES:

Section 9.1.1 Employees are guaranteed access to materials and workspace during non-school hours.

Section 9.1.2 The District shall maintain in each building the following facilities and equipment for use of employees in that building:

- A. Space in each classroom work station to safely house the employee and their students.
- B. Space in each classroom work station to store instructional supplies and materials.
- C. Work area containing equipment and supplies to aid in the preparation of instructional materials.
- D. A faculty area for breaks, planning and other instructional purposes.
- E. Employees shall have access to a telephone in his or her classroom or workstation.
- F. Serviceable furniture and equipment at every work station, including a desk, chair, and filing cabinet when necessary.
- G. Issuance of keys to employees will be as mutually determined by individual building administrators and their staffs, taking into consideration automatic intruder alarm systems and other systems that may be established by the District.
- H. Restrooms, separate from student restrooms.
- I. Desks provided in classroom work station area will have working drawers and employees will be provided keys for lockable drawers. Where several employees use the same classroom work station area each employee will have a separate lockable drawer or similar space.
- J. Adequate closet space will be provided each employee for storing their personal effects. Each employee will be given a key to their closet where they are lockable.
- K. The District will provide adequate therapy space for Occupational Therapists, Physical Therapists, Speech/Language Pathologists and Psychologists after consultation with the building administrator and Special Education Director. The space provided must insure privacy to meet the requirements of the HIPAA and FERPA policies.

1358 L. The District will provide all itinerant staff with access to the district e-mail system
1359 and Internet access for use in their professional duties.

1360
1361 M. Employees will have the least restrictive access to the Internet that is congruent
1362 with School Board policy.

1363

1364 **SUPPLIES AND EQUIPMENT**

1365

1366 **Section 9.2.1** The District shall allocate funds through the building budget formula to provide
1367 for the purchase and/or replacement of textbooks, library books, instructional materials and
1368 supplies to enable employees to fulfill their teaching responsibilities.

1369

1370 **Section 9.2.2** The District shall provide chalkboards or whiteboards in each classroom work
1371 station.

1372

1373 **Section 9.2.3** The District shall establish an imprest fund for employee use in purchasing
1374 pre-approved incidental supplies necessary to carry out the instructional program. Employees
1375 shall be reimbursed upon presentation of an itemized paid receipt for approved expenditures.

1376

1377 **Section 9.2.4** The District shall have procedures for employees to request needed supplies,
1378 equipment, and instructional equipment.

1379

1380 **Section 9.2.5** The District shall provide a supply room for incidental consumable supplies in
1381 each school. Procedures for employee access to these supplies shall be mutually agreed
1382 between a majority of the employees and the building administrator at each school.

1383

1384 **Section 9.2.6** The District shall make available at each school, equipment to aid employees
1385 in the preparation of instructional materials.

1386

1387 **Section 9.2.7** If a teacher is assigned to teach or develop a class they have not previously
1388 taught they will be provided with instructional materials as soon as they are available, or
1389 informed of a date when they will be available. If the new class has no available curriculum,
1390 the teacher will meet with the principal and Director of Teaching and Learning, or other
1391 director, to select curriculum according to the Instructional Materials Committee guidelines. If
1392 the teacher is directed to develop the curriculum, the teacher will be compensated at the
1393 curriculum rate.

1394

1395 **MAINTENANCE**

1396

1397 **Section 9.3.1** The District shall provide adequate maintenance to insure the work place will
1398 be safe, clean, lighted, and in compliance with State Law. The District will be responsible for
1399 providing services to maintain clean classrooms, lavatories, employee lounges, and work
1400 areas.

1401

1402 **INSTRUCTIONAL MATERIALS COMMITTEE**

1403

1404 **Section 9.4.1** The District agrees that selection of textbooks and other instructional materials
1405 shall be in accordance with the regulations provided in RCW 28A.320.230. The Instructional
1406 Materials Committee will include one representative from the Association selected by the
1407 Association president no later than October 1 and one teacher representative from each
1408 school.

1409

1410

1411

ARTICLE X

1412

1413 **TRANSFER REQUESTS**

1414

1415 **Section 10.1.1** Employees are given consideration in filling vacancies or newly created
1416 positions which occur within the District by following the procedures outlined in this section
1417 below:

1418

1419 **Change of Assignment For Ensuing School Year:**

1420

1421 **Section 10.1.2** Any employee interested in transferring must complete an online employment
1422 application for a vacant position in order to be granted an interview for a specific vacancy. All
1423 internal applicants who apply and meet the job qualifications will be interviewed. The District
1424 shall notify in writing, each employee whose request for a change in assignment was not
1425 granted.

1426

1427 **Section 10.1.3** The District shall issue a planning letter to all employees in January of each
1428 year. Employees shall indicate on the planning letter their intentions for the upcoming school
1429 year. Planning letters shall be completed, signed and returned to the Human Resources
1430 Department no later than January 31 of each year. Selecting the transfer request option on
1431 the planning letter does not guarantee the employee's requested transfer. **Section 10.1.2**
1432 above applies.

1433

1434 **Change of Assignment During A School Year:**

1435

1436 **Section 10.1.4** Vacancies and newly created positions occurring during a school year shall
1437 be publicized to employees by means of electronically posting to the district's website and
1438 posting written notices at each school. Such notices shall clearly set forth the qualifications
1439 for the position and the procedures for applying. Employees wishing to be considered for
1440 such position must apply online within three (3) days after posting for the vacant position in
1441 order to be granted an interview for a specific vacancy.

1442

1443 **Section 10.1.5** Employment for a vacant or newly created position during the school year
1444 shall not be made until all employees who have a pending request for transfer to that position
1445 have been interviewed. No employee shall be transferred or reassigned from their current
1446 position to a different position unless the District has first asked for volunteers for such position
1447 among the staff of the building or buildings involved.

1448

1449 **Section 10.1.6** No regular education employee shall be involuntarily transferred from building
1450 to building more often than once in five (5) years.

1451 A. No elementary regular education employee shall be involuntarily reassigned more
1452 than once in three (3) years. No secondary regular education employee shall be
1453 involuntarily reassigned more than once in two (2) years.

1454 B. Reassignment at the secondary level shall mean a change in the preponderance of
1455 the employee's duties. Reassignment at the elementary level shall mean a complete
1456 change in grade level assignments (e.g. change to grade 3 or 4 from 3/4 split or vice-
1457 versa shall not be considered a reassignment).

1458
1459 Further, no employee who has requested non-transfer during the last three (3) years of service
1460 on the district's planning form submitted in January of each year will be transferred or
1461 reassigned during the three years subsequent to their first marking of the option. No employee
1462 shall be allowed to invoke this exception more than once. After a conference has been held
1463 with the affected employee, employees who are involuntarily transferred or reassigned may,
1464 at the District's discretion, be provided orientation time.

1465

1466 Within a building, if an employee is moved to a different classroom at the district's direction,
1467 after the last day of school, the employee will receive one day of regular substitute pay. If the
1468 employee is involuntarily moved at the district's direction to another building, the employee
1469 will receive one day of per diem pay.

1470

1471 **Section 10.1.7** The duties and assignment of itinerant staff must be determined by the needs
1472 of the schools and the specific skills and training of the staff members. Included are Speech
1473 Language Pathologists, Psychologists, Occupational and Physical Therapists, Ed Specialists,
1474 and Coordinators. Transfer of all other special education teachers will be treated as regular
1475 education teachers except that they shall not be involuntarily transferred more often than once
1476 in three (3) years except where there are no students in a particular program at a particular
1477 location.

1478

1479 **Section 10.1.8** In the event of a double levy failure or reduction in force due to enrollment
1480 decline, Section 10.1.6 and 10.1.7 will not apply.

1481

1482

1483

ARTICLE XI

1484

EVALUATION

1486

1487 **Section 11.1.1** Purpose of Personnel Evaluation: The primary purpose of a program of
1488 evaluation shall be the improvement of instruction. Evaluation should be a positive,
1489 developmental, and continuous process based on established criteria and involving
1490 employees and their evaluators in a growth relationship. It is intended that students will be

1491 the chief beneficiaries when teachers, Librarian/Media Specialists, and Educational Staff
1492 Associates are evaluated.

1493
1494 **Section 11.1.2** For evaluation to serve the purpose of improving performance, it is essential
1495 that criteria exist and be known and understood by those to be evaluated, as well as by those
1496 evaluating. The evaluation process should provide for the participation of the individual being
1497 evaluated; for substantive, constructive recommendations to the individual being assessed;
1498 and for necessary inservice or assistance required by the individual to improve or enhance
1499 his/her professional competency. An important assumption in evaluation is that people desire
1500 to change and grow in effectiveness as professionals.

1501
1502 **CERTIFICATED STAFF EVALUATION**

1503
1504 **GENERAL**

1505
1506 **Section 11.2.1** Certificated classroom teachers and certificated support personnel holding
1507 non-administrative positions (collectively referred to as “Employees” herein) shall be
1508 evaluated during each school year in accordance with the procedures and criteria set forth
1509 herein. Any employee, other than a provisional or non-continuing contract employee, whose
1510 work is judged unsatisfactory based upon the evaluation criteria shall be placed on
1511 probationary status after October 15th but no later than February 1 and shall be given until
1512 May 1 to demonstrate improvement in his/her areas of deficiency. This probationary period
1513 may be extended into the following school year, per RCW 28A.405.100.

1514
1515 **Responsibility For Evaluation:**

1516
1517 **Section 11.2.3** Within each school the principal, supervisor, or vice-principal shall be
1518 responsible for the evaluation of employees assigned to that school. In any school where
1519 there is a lead teacher position, staff evaluations shall be the responsibility of the lead
1520 teacher’s supervising administrator. The administrative organization plan of the school district
1521 shall be used to determine lines of responsibility for evaluation for any employee assigned to
1522 more than one school.

1523
1524 **Evaluation Criteria:**

1525
1526 **Section 11.2.4** Each employee shall be evaluated in accordance with the criteria appropriate
1527 to the employee's position, which criteria are set forth in the addendum attached hereto as
1528 Exhibits C-1, C-2 and C-3. Evaluations required or permitted hereunder shall be documented
1529 on the evaluation report form appropriate to the employee's position, which report forms are
1530 attached hereto as Exhibits C-1, C-2 and C-3.

1531

1532 **Required Evaluations:**

1533
1534 **Section 11.2.5**

- 1535
1536 1. All employees newly employed by the District shall be observed within the first
1537 ninety (90) calendar days of the commencement of their employment.
1538
1539 2. All employees, including new employees, shall be evaluated annually, such
1540 evaluations to be completed not later than May 15 of the year in which the
1541 evaluation takes place.
1542
1543 3. If an employee, who has held a position for ninety (90) days or more, is transferred
1544 to another position not under the supervisor's jurisdiction, an evaluation shall be
1545 made at the time of such transfer.
1546
1547 4. If an employee resigns during the school year, a final evaluation shall be completed
1548 prior to the resignation date.
1549
1550 5. If the administrator contemplates recommending that an employee be placed on
1551 probation, an evaluation shall be made on or before January 15.
1552

1553 **Minimum Observation Criteria:**

1554
1555 **Section 11.2.6** During each school year each employee shall be observed for the purpose
1556 of evaluation at least twice in the performance of his/her assigned duties. Total observation
1557 time for each employee for each school year shall not be less than sixty (60) minutes. One (1)
1558 observation for a minimum time of thirty (30) minutes shall be required in connection with the
1559 evaluation of all employees. The conclusions drawn from this thirty (30) minute observation
1560 shall be reported on the negotiated evaluation form. (Exhibits C-1, C-2, C-3)
1561

1562 **Observation Procedures:**

1563
1564 **Section 11.2.7** Principals and other administrators may make observations at any time during
1565 the school year, all of which observations shall be identified and included in the evaluation
1566 report. Within five (5) working days upon completion of each classroom observation, the
1567 employee shall be given a written report or check list of the observation. A meeting shall be
1568 held between the principal or other administrator and the employee to discuss the report, if
1569 either elects to do so.
1570

1571 **Section 11.2.8 Evaluation Procedures:**

- 1572
1573 1. The employee shall be provided with a copy of the evaluation report within three (3) days
1574 after such report is prepared. Preparation shall be by the evaluator, with possible
1575 assistance of a confidential secretary.
1576

-
- 1577 2. The employee shall sign the school district's copy of the evaluation report to indicate that
1578 he/she has received a copy of the report. The signature of the employee does not,
1579 however, necessarily imply that the employee agrees with the contents of the evaluation
1580 report. The employee shall have the right to attach to the District's copy of the evaluation
1581 report a statement of response to the evaluation.
1582
- 1583 3. Each evaluation report shall be forwarded to the District's personnel office for filing in the
1584 employee's personnel file before the end of the current year.
1585
- 1586 4. Following the completion of each evaluation report required above, a meeting shall be
1587 held between the principal or other administrator and the employee to discuss the report.
1588

SHORT FORM EVALUATION

1591 **Section 11.3.1** After an employee has four (4) years of satisfactory evaluations, a school
1592 district may use a short form of evaluation. Should an employee on the short form fail to meet
1593 the statutory minimum criterion for the evaluation of certificated personnel, the evaluating
1594 principal may transfer him/her from the short form of evaluation back to the regular summative
1595 evaluation procedure.
1596

1597 **Section 11.3.2** The short form of evaluation shall include either a thirty (30) minute
1598 observation during the school year with a written summary, or a final annual written evaluation
1599 based on at least two observation periods during the school year totaling at least sixty (60)
1600 minutes without a written summary of such observations being prepared.
1601

1602 **Section 11.3.3** However, the regular evaluation process shall be followed at least once every
1603 three years unless this time is extended through the collective bargaining process.
1604

1605 **Section 11.3.4** The short form evaluation process may not be used as a basis for determining
1606 that an employee's work is unsatisfactory nor as probable cause for the non-renewal of an
1607 employee's contract.
1608

PROBATION

Evaluator's Report:

1612

1613 **Section 11.4.1** In the event that a principal or other evaluator determines, on the basis of the
1614 evaluation criteria, that the performance of an employee under his/her supervision is
1615 unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before
1616 January 20, but after October 15 and after the evaluation conference with the employee. The
1617 report shall include the following:
1618

- 1619 1. The evaluation report prepared pursuant to the provisions above.
- 1620
- 1621 2. A precise definition of the problem in terms of performance deficiencies.
1622

-
- 1623 3. A precise set of expectations delineating what levels of performance would constitute
1624 acceptable performance in the problem areas defined.
1625
- 1626 4. A prescription for remediation, which spells out courses of action and time
1627 expectations, so the employee involved can reach an acceptable level of performance.
1628
- 1629 5. A prescription for assistance by the principal or other administrator which spells out
1630 courses of action whereby the employee will be assisted and counseled in improving
1631 the level of performance to an acceptable level.
1632

1633 **Establishment Of Probationary Period:**
1634

1635 **Section 11.4.2** If the Superintendent concurs with the evaluator's judgment, that the
1636 performance of the employee is unsatisfactory, the Superintendent shall place the employee
1637 on a probationary status any time after October 15. The employee shall be given written
1638 notice of the action of the Superintendent which notice shall contain the information in (2)
1639 through (5) above.
1640

1641 **Evaluation During The Probationary Period:**
1642

1643 **Section 11.4.3** The purpose of the probationary period is to give the employee an opportunity
1644 to demonstrate improvements in his/her area(s) of deficiency.
1645

1646 **Section 11.4.4** At his/her request the probationary employee may have a representative of
1647 the Association present at all meetings that the employee attends related to the probationary
1648 process. All written information shared with the employee shall also be given to the
1649 Association representative attending the meetings.
1650

- 1651 1. At the time of the delivery of the probationary letter from the Superintendent, the
1652 principal or other evaluator shall hold a personal conference with the probationary
1653 employee to discuss performance deficiencies and the remedial measures to be taken.
1654 The administrator may authorize one additional certificated employee to evaluate the
1655 probationer and to aid the employee in improving his/her areas of deficiencies.
1656
- 1657 2. During the probationary period the principal, or other evaluator, shall meet with the
1658 probationary employee at least twice monthly to supervise and make written
1659 evaluations of the progress made by the employee. A written report following those
1660 meetings will be given to the probationary employee within three (3) days.
1661
- 1662 3. The probationary employee may be removed from probation at any time if he/she has
1663 demonstrated improvement in those areas specifically detailed in his/her notice of
1664 probation.
1665
- 1666 4. The Association may provide an additional evaluator for the purpose of support,
1667 feedback or coaching. The outside evaluator's findings will not be disclosed to the
1668 district.

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Supervisor's Probation Report:

Section 11.4.5 Unless the probationary employee has previously been removed from probation, the principal or other evaluator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

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

Action By The Superintendent:

Section 11.4.6 Following a review of any report submitted, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. The probationary employee shall be informed in person and in writing of this determination by the Superintendent or his/her designee.

Section 11.4.7 Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

ADVISOR EVALUATION

Section 11.5.1 All employees with a Co-curricular Supplemental Contract will be evaluated using the Advisor Evaluation Report (Exhibit C-4). It is agreed that even the highest quality evaluation provides no guarantee that the employee will be offered a contract for the same co-curricular position for the ensuing year, that the building principals have sole responsibility and power in evaluating and selecting co-curricular employees, and that the evaluation report may add work and responsibilities to some co-curricular positions.

1714 **PROFESSIONAL GROWTH OPTION**

1715
1716 **Section 11.6.1** The Professional Growth Option (P.G.O.) is a formative evaluation process
1717 that encourages professional growth, employee innovation, and peer sharing and support.
1718 P.G.O. includes an annual self-assessment and goal setting separate from the summative
1719 evaluation system.

1720
1721 **Section 11.6.2** Employees who have completed four (4) years of satisfactory summative
1722 evaluation in the district are eligible and may volunteer to participate. Selection for
1723 participation in P.G.O. will be made by the administrator/supervisor. The principal may give
1724 consideration to grade level and department in order to produce a balance within the staff.
1725 Each new P.G.O. participant must attend an inservice regarding goal setting, communication,
1726 and the improvement of instruction. The employee must be evaluated through the summative
1727 process every three (3) years. All observations and comments related to P.G.O., with the
1728 exception of the verification form, will not be included as part of the employee's permanent
1729 record. The principal or employee may require the summative form of evaluation in any given
1730 school year.

1731
1732 **Section 11.7 TPEP Evaluation**

1733
1734 **General**

1735
1736 **Section 11.7.1** As used in this section, “certificated classroom teacher” and “teacher,” means
1737 a certificated employee who provides academically-focused instruction to students at least 50
1738 percent of their day.

1739
1740 **Responsibility for Evaluation**

1741
1742 **Section 11.7.2** Within each school or program the principal, supervisor, or assistant principal
1743 shall be responsible for the evaluation of employees. In any school where there is a lead
1744 teacher position, staff evaluations shall be the responsibility of the lead teacher’s supervising
1745 administrator. The administrative organization plan of the school district shall be used to
1746 determine lines of responsibility for evaluation for any employee assigned to more than one
1747 school.

1748
1749 **Required Evaluations**

1750
1751 **Section 11.7.3** All employees, including new employees, shall be evaluated annually; such
1752 evaluations to be completed no later than May 15 of the year in which the evaluation takes
1753 place.

- 1754
1755 1. If an employee, who has held a position for ninety (90) days or more, is transferred to
1756 another position not under the supervisor’s jurisdiction, an evaluation shall be made at
1757 the time of such transfer.
1758

1759 2. If an employee resigned during the school year, a final evaluation shall be completed
1760 prior to the resignation date, if possible.

1761
1762 3. If an administrator contemplates recommending that an employee be placed on
1763 probation, an evaluation shall be made on or before January 15.

1764
1765 **The Evaluation Process**

1766
1767 **Section 11.7.4** eVal is the electronic evaluation tool that will be used in the evaluation
1768 process.

1769
1770 1. New teachers to the district and teachers returning to a comprehensive evaluation
1771 following one or more focused evaluations shall complete a teacher self-assessment
1772 prior to the goal-setting conference, which does not have to be shared. The self-
1773 assessment should be completed by October 1.

1774
1775 2. The teacher and principal shall meet to complete a goals summary by October 15.

1776
1777 3. The teacher is encouraged to actively participate in the evaluation process through
1778 presentation of potential evidence of proficiency throughout the year.

1779 a. Artifacts shall mean any products generated, developed or used by a
1780 certificated teacher.

1781 b. Evidence shall mean examples or observable practices of the teacher's ability
1782 and skill in relation to the instructional framework rubric.

1783
1784 4. At least one observation during the year shall include the entire observation cycle of a
1785 pre-observation/planning conference, a classroom observation, and a post-
1786 observation conference. The post-observation conference should include discussion
1787 of the pre-observation plan as well as observed evidence.

1788
1789 5. The teacher and principal shall hold a pre-summative rating conference approximately
1790 two weeks prior to the final summative evaluation to discuss the following:

1791 a. The teacher's self-rating on all components;

1792 b. The principal's preliminary rating on all components and criterion; and

1793 c. Any additional evidence the teacher would like the principal to consider before
1794 making a final summative rating.

1795
1796 6. The final summative evaluation report shall be completed by May 15. Following the
1797 completion of each evaluation report required above, the employee may request a
1798 meeting with the principal or other administrator to discuss the report.

1799
1800 **Professional Development**

1801
1802 **Section 11.7.5** Prior to being evaluated under the evaluation system, the District shall provide
1803 professional development relevant to the framework and evaluation process. Each teacher

1804 shall receive professional development to understand the framework and the evaluation
1805 process. Such professional development shall be provided as follows:

1806

1807 1. Each employee within fifteen (15) days of employment or within fifteen (15) days from
1808 the commencement of the school year, whichever is later, shall be given a copy of the
1809 evaluation criteria, procedures, and any relevant forms or information appropriate to
1810 the teacher's position and track in the evaluation cycle.

1811 2. All classroom teachers, both provisional and continuing, shall be expected to
1812 participate in District-provided evaluation training that occurs during the contracted
1813 work day, or at other dates and times. Any training outside of the regular workday will
1814 be compensated at the non-instructional/curriculum development rate agreed to by the
1815 District and the Association. Such training shall be designed to provide the staff with
1816 the skills necessary to participate in the evaluation system.

1817

1818 **Evaluation Criteria**

1819

1820 **Section 11.7.6** The evaluative criteria must contain as a minimum the criteria established by
1821 the Office of Superintendent of Public Instruction. These criteria shall be revised upon any
1822 revisions made by OSPI. The minimum criteria shall include:

1823

- 1824 1. Centering instruction on high expectations for student achievement;
1825 2. Demonstrating effective teaching practices;
1826 3. Recognizing individual student learning needs and developing strategies to address
1827 those needs;
1828 4. Providing clear and intentional focus on subject matter content and curriculum;
1829 5. Fostering and managing a safe, positive learning environment;
1830 6. Using multiple student data elements to modify instruction and improve student
1831 learning;
1832 7. Communicating and collaborating with parents and the school community; and
1833 8. Exhibiting collaborative and collegial practices focused on improving instruction
1834 practice and student learning.

1835

1836 **Section 11.7.7** Classroom teachers shall be evaluated using the Danielson Framework for
1837 Teaching, as modified and approved by the Office of the Superintendent of Public Instruction
1838 (OSPI).

1839

1840 **Section 11.7.8** A four-level rating system shall be used to evaluate the certificated classroom
1841 teacher. The summative performance ratings shall be as follows:

1842

Level 1 – Unsatisfactory

1843

Level 2 – Basic

1844

Level 3 – Proficient

1845

Level 4 – Distinguished

1846

1847 **Section 11.7.9** The Superintendent of Public Instruction may amend/revise these ratings,
1848 and the revised ratings shall be adopted by the District. The District will meet and confer with
1849 the Association prior to implementation.

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Section 11.7.10 A classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria and one of the four summative performance ratings for the evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.

Section 11.7.11 The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is included in Appendices 1-3.

Section 11.7.12 The teacher will be evaluated in each criteria, plus student growth criteria embedded in the instructional framework. The teacher is encouraged to provide evidence and/or artifacts of any component during the school year using the eVal system.

Criterion Performance Scoring

Section 11.7.13 Each rating will be assigned the following numeric values:

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

Section 11.7.14 When there are two (2) components to a criterion, the average of the two scores will be the final criterion score.

Section 11.7.15 When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below 0.5 will be rounded down, and all fractionals 0.5 or above will be rounded up.

Summative Performance Rating

Section 11.7.16 All classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

- | | |
|--------------|----------------|
| 08-14 points | Unsatisfactory |
| 15-21 points | Basic |
| 22-28 points | Proficient |
| 29-32 points | Distinguished |

Student Growth Data

Section 11.7.17 Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for at least three of the evaluation criteria as directed, required, and defined by the Office of the Superintendent of Public Instruction.

1895 **Section 11.7.18** It is the intent of this section to describe a process where the evaluator and
1896 teacher agree on the criteria to be used to measure student growth. Evaluators should
1897 encourage teachers to identify the types of student growth data that are appropriate and
1898 relevant to their classroom/assignment and subject matter.

1899
1900 **Section 11.7.19** “Student growth” means the change in student achievement between two
1901 points in time within the same school year.

1902
1903 **Section 11.7.20** Embedded in the instructional framework are five (5) components designated
1904 as student growth components. These components are embedded in criteria as: Student
1905 Growth 3.1 and 3.2; Student Growth 6.1 and 6.2, and Student Growth 8.1.

1906
1907 **Section 11.7.21** An overall student growth score shall be generated for each teacher following
1908 the rules and procedures issued by OSPI and if they are revised by OSPI then the District will
1909 adopt the revisions and meet with the Association to discuss implementation. The student
1910 growth ratings are “low”, “average” or “high” as defined by OSPI. The evaluator shall add up
1911 the raw scores on these components and the employee shall be given a score of low, average
1912 or high based on the following scoring bands:

1913 Low: 5-12
1914 Average: 13-17
1915 High: 18-20

1916
1917 1. The evaluator shall consult and agree with the teacher to identify student growth and
1918 achievement data that are relevant to the teacher(s) and subject matter that will be
1919 used in assessing the state required student growth components. Should the evaluator
1920 and teacher not agree, a meeting for an attempt to reach agreement will be held
1921 including the superintendent, evaluator, teacher and an association representative.

1922
1923 2. The evaluator’s determination of proficiency level ratings must be based on multiple
1924 measures that can include classroom-based, school-based, district-based and state-
1925 based tools as agreed. It may include teacher-initiated formal and informal
1926 assessments of student progress.

1927
1928 3. Student growth data elements may include the teacher’s performance as a member of
1929 a grade-level, subject matter, or other instructional team within a school when the use
1930 of this data is relevant and appropriate.

1931
1932 4. Student growth data elements may also include the teacher’s performance as a
1933 member of the overall instructional team of a school when use of this data is relevant
1934 and appropriate.

1935
1936 **Section 11.7.22** A classroom teacher with a preliminary summative evaluation rating of
1937 Distinguished with a Low student growth rating will receive an overall Proficient summative
1938 rating.

1939

1940 **Section 11.7.23** A classroom teacher with a “Low Student Growth” rating will engage, with
1941 their evaluator, in a Student Growth Inquiry pursuant to the following:

1942
1943 1. Within two months of the certificated classroom teacher receiving the Low student
1944 growth score or at the beginning of the following school year, whichever is later, one
1945 or more of the following must be initiated by the evaluator in consultation with the
1946 teacher:

- 1947
- 1948 a. Examine student growth data in conjunction with other evidence including
1949 observation, artifacts and other student and teacher information based on
1950 appropriate classroom, school, district, and state-based tools and practices
1951 and/or;
 - 1952 b. Examine extenuating circumstances, which may include one or more of the
1953 following: goal-setting process; content and expectations; student attendance,
1954 extent to which curriculum, standards, and assessment are aligned and/or;
 - 1955 c. Schedule monthly conferences focused on improving student growth to include
1956 one or more of the following topics: student growth goal revision, refinement,
1957 and progress, best practices related to instruction areas in need of attention,
1958 best practices related to student growth data collection and interpretation
1959 and/or;
 - 1960 d. Create and implement a professional development plan to address student
1961 growth areas.

1962
1963 **Observation Criteria**

1964
1965 **Section 11.7.24** It shall be the responsibility of a principal/administrator or his or her designee
1966 to evaluate all classroom teachers in his or her school or program.

- 1967
- 1968 1. During each school year all classroom teachers shall be observed for the purposes of
1969 evaluation at least twice in the performance of their assigned duties. At least one such
1970 observation must be for a period of thirty (30) minutes in an endorsed content area.
 - 1971 2. The total observation time for each teacher for each school year shall not be less than
1972 sixty (60) minutes.
 - 1973 3. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall
1974 be observed at least three (3) times in the performance of his or her duties and the
1975 total observation time for the school year shall not be less than ninety (90) minutes.
 - 1976 4. Following each observation or series of observations, the principal or other evaluator
1977 shall promptly document the results of the observation in writing and shall provide the
1978 teacher with a copy thereof within five (5) working days.
 - 1979 5. New teachers shall be observed at least once for a total observation time of thirty (30)
1980 minutes during the first ninety (90) calendar days of their employment period.

1981
1982 **Observation Procedures**

1983
1984 **Section 11.7.25** Principals and other administrators may make observations at any time
1985 during the school year, all of which observations shall be identified and included in the

1986 evaluation report. Within five (5) working days upon completion of each classroom
1987 observation, the employee shall be given a written report or checklist of the observation. A
1988 meeting shall be held between the principal or other administrator and the employee to
1989 discuss the report, if either elects to do so.

1990

1991 **Comprehensive Evaluation**

1992

1993 **Section 11.7.26** Classroom teachers who are provisional employees under RCW
1994 28A.405.220 will be evaluated by the comprehensive summative system.

1995

1996 **Section 11.7.27** Classroom teachers who are on probation under subsection (4) of section
1997 28A.405.100 will be evaluated by the comprehensive summative system.

1998

1999 **Section 11.7.28** Classroom teachers who received a comprehensive summative evaluation
2000 performance rating of Level 1 or Level 2 in the previous school year will be evaluated by the
2001 comprehensive summative system.

2002

2003 **Section 11.7.29** A comprehensive evaluation must be completed once every six years for
2004 classroom teachers who are not on provisional status or on probation.

2005

2006 **Section 11.7.30** Classroom teachers will be observed according to the observation criteria in
2007 Section 11.7.24. All eight teaching criteria must contribute to the overall summative
2008 evaluation.

2009

2010 **Section 11.7.31** The evaluation must include an assessment of the criteria using the
2011 Danielson Instructional Framework rubrics and the OSPI-approved Student Growth rubrics.

2012

2013 1. The employee must be given the opportunity to attach written comments to his/her
2014 evaluation report.

2015 2. Summative criterion scores must be determined by an analysis of evidence
2016 obtained through observation and artifacts.

2017 3. Each classroom teacher shall have the opportunity for confidential conferences
2018 with his or her immediate evaluator on no less than two occasions in each school
2019 year. The purpose of the conference will be to provide additional evidence by either
2020 the evaluator or the classroom teacher to aid in the assessment of the classroom
2021 teacher's professional performance against the instructional framework. The intent
2022 is for teachers to have the opportunity, if they choose, to provide more data to show
2023 student growth.

2024 4. An overall summative score must be derived by a calculation of all summative
2025 criterion scores and use of the final four-level rating based on OSPI's summative
2026 scoring band.

2027 5. The evaluator will combine only the student growth rubric scores to assess the
2028 certificated classroom teacher's student growth impact rating.

2029 6. The student growth impact rating will be determined by the OSPI's student impact
2030 rating scoring band.

-
- 2031 7. A Student Growth score of “1” in any of the rubric rows will result in an overall low
2032 Student Growth impact rating. (See Student Growth Rubrics in Appendix 3)
2033 8. Evaluators must analyze the Student Growth score in light of the overall summative
2034 score and determine outcomes. (Student Growth Inquiry – See Student Growth
2035 Rating in Section 11.7.21 and Section 11.7.23)
2036

2037 **Focused Evaluation**

2038
2039 **Section 11.7.32** The focused evaluation of classroom teachers must include at the minimum:

- 2040
- 2041 1. One of eight criteria for certificated classroom teachers must be assessed in every
2042 year that a comprehensive evaluation is not required.
2043
 - 2044 2. The teacher’s proposed criterion must be approved by the teacher’s evaluator and
2045 may have been identified in a previous comprehensive summative evaluation as
2046 benefiting from additional attention. Teachers on focused evaluations shall have
2047 the option of selecting the professional growth activities linked to that criterion. The
2048 evaluator shall either approve the proposed activities or suggest modifications to
2049 produce a jointly agreed upon activity or activities.
2050
 - 2051 3. The evaluation must be based on the criterion using the Danielson Instructional
2052 Framework rubrics and OSPI’s approved Student Growth rubrics. More than one
2053 measure of Student Growth data must be used in scoring the Student Growth
2054 rubrics.
2055
 - 2056 4. The focused evaluation will include the Student Growth rubrics of the selected
2057 criterion. If Criterion 3, 6, or 8 are selected, evaluators will use those Student
2058 Growth rubrics. If Criterion 1, 2, 4, 5, or 7 are selected, evaluators will use Criterion
2059 3 or 6 Student Growth rubrics.
2060
 - 2061 5. The employee must be given the opportunity to attach written comments to his/her
2062 evaluation report.
2063
 - 2064 6. Each classroom teacher shall have the opportunity for confidential conferences
2065 with his or her immediate evaluator on no less than two occasions in each school
2066 year. The purpose of the conference will be to provide additional evidence by either
2067 the evaluator or the classroom teacher to aid in the assessment of the classroom
2068 teacher’s professional performance against the instructional framework.
2069

2070 **Evaluation Procedures**

2071
2072 **Section 11.7.33** The employee shall be provided with a copy of the evaluation report within
2073 three (3) days after such report is prepared.
2074

2075 **Section 11.7.34** The employee shall sign the School District’s copy of the evaluation report
2076 to indicate that he/she has received a copy of the report. The signature of the employee does

2077 not, however, necessarily imply that the employee agrees with the contents of the evaluation
2078 report. The employee shall have the right to attach to the District's copy of the evaluation
2079 report a statement of response to the evaluation.
2080

2081 **Section 11.7.35** The final summative evaluation report from eVal shall be forwarded to the
2082 District's Personnel Office for filing in the employee's personnel file before the end of the
2083 current school year.
2084

2085 **Section 11.7.36** Following the completion of each evaluation report required above, a meeting
2086 shall be held between the evaluator and the employee to discuss the report.
2087

2088 **Section 11.7.37** A teacher may be transferred from a focused evaluation to a comprehensive
2089 summative evaluation at the request of the teacher or at the direction of the teacher's
2090 evaluator. The request of the teacher must be received in writing no later than the last day of
2091 school. The direction of the evaluator must be communicated in writing based on concerns
2092 related to one of the evaluative criteria no later than the last day of school.
2093

2094 **Probation**

2095
2096 **Section 11.7.38** At any time after October 15, a non-provisional employee whose work is not
2097 judged satisfactory based on district evaluation criteria shall be notified in writing of the specific
2098 areas of deficiencies along with a reasonable program for improvement.
2099

2100 **Section 11.7.39** At his/her request the probationary employee may have a representative of
2101 the Association present at all meetings that the employee attends related to the probationary
2102 process. All written information shared with the employee shall also be given to the
2103 Association representative attending the meetings.
2104

2105 **Section 11.7.40** For classroom teachers who have been transitioned to the revised evaluation
2106 system, the following comprehensive summative evaluation performance ratings mean a
2107 classroom teacher's work is not judged satisfactory:
2108

- 2109 1. Level 1; or
- 2110
- 2111 2. Level 2 if the classroom teacher is a continuing contract employee under RCW
2112 28A.405.210 with more than five (5) years of teaching experience and if the Level 2
2113 comprehensive summative evaluation performance rating has been received for two
2114 consecutive years or for two years within a consecutive three-year time period.
2115

2116 **Section 11.7.41** During the period of probation, the teacher may not be transferred from the
2117 supervision of the original evaluator. Improvement of performance or probable cause for
2118 nonrenewal must occur and be documented by the original evaluator before any consideration
2119 of a request for transfer or reassignment is contemplated by either the individual or the school
2120 district. (If a probationary teacher's evaluator is no longer with the District, the District and
2121 AEA will meet to develop a plan of transition.)
2122

2123 **Section 11.7.42** A probation period of sixty (60) school days shall be established. Days may
2124 be added if deemed necessary to complete a program for improvement and evaluate the
2125 probationer's performance, as long as the probationary period is concluded before May 15 of
2126 the same school year. The probationary period may be extended into the following school
2127 year if the probationer has five or more years of teaching experience and has a
2128 comprehensive summative evaluation performance rating as of May 15 of less than Level 2.
2129

2130 **Section 11.7.43** The establishment of a probationary period does not adversely affect the
2131 contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the
2132 probationary period is to give the employee opportunity to demonstrate improvements in his
2133 or her areas of deficiency.
2134

2135 **Section 11.7.44** The establishment of the probationary period and the giving of the notice to
2136 the employee of deficiency shall be by the school district superintendent and need not be
2137 submitted to the board of directors for approval.
2138

2139 **Section 11.7.45** During the probationary period the evaluator shall meet with the employee
2140 at least twice monthly to supervise and make a written evaluation of the progress, if any, made
2141 by the employee.
2142

2143 **Section 11.7.46** The evaluator may authorize one additional certificated administrative
2144 employee to evaluate the probationer and to aid the employee in improving his or her areas
2145 of deficiency.
2146

- 2147 1. Should the evaluator not authorize such additional evaluator, the probationer may
2148 request that an additional certificated employee evaluator become part of the
2149 probationary process and this request must be implemented by including an additional
2150 experienced evaluator assigned by the Educational Service District 113 selected from
2151 a list of evaluation specialists compiled by the Educational Service District.
2152 2. Such additional certificated employee shall be immune from any civil liability that might
2153 otherwise be incurred or imposed with regard to the good faith performance of such
2154 evaluation.
2155 3. The Association may provide an additional evaluator for the purpose of support,
2156 feedback or coaching. The outside evaluator's findings will not be disclosed to the
2157 district.
2158

2159 **Section 11.7.47** If a procedural error occurs in the implementation of a program for
2160 improvement, the error does not invalidate the probationer's plan of improvement or
2161 evaluation activities unless the error materially affects the effectiveness of the plan or the
2162 ability to evaluate the probationer's performance.
2163

2164 **Section 11.7.48** The probationer must be removed from probation if he or she has
2165 demonstrated improvement to the satisfaction of the evaluator in those areas specifically
2166 detailed in his or her initial notice of deficiency and subsequently detailed in his or her program
2167 for improvement.
2168

-
- 2169 1. A classroom teacher who has been transitioned to the revised evaluation system must
2170 be removed from probation if he or she has demonstrated improvement that results in
2171 a new comprehensive summative evaluation performance rating of Level 2 or above
2172 for a continuing contract employee with five or fewer years of experience, or of Level
2173 3 or above for a continuing contract employee with more than five years of experience.
2174 2. Lack of necessary improvement during the established probationary period, as
2175 specifically documented in writing with notification to the probationer constitutes
2176 grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
2177

2178 **Notice of Discharge, Removal from Assignment**
2179

2180 **Section 11.7.49** When a continuing contract employee with five or more years of experience
2181 receives a comprehensive summative evaluation performance rating below Level 2 for two
2182 consecutive years, the school district shall, within ten (10) days of the completion of the
2183 second comprehensive summative evaluation or May 15, whichever occurs first, implement
2184 the employee notification of discharge as provided in RCW 28A.405.300.
2185

2186 **Section 11.7.50** Immediately following the completion of a probationary period that does not
2187 produce performance changes detailed in the initial notice of deficiencies and program for
2188 improvement, the employee may be removed from his or her assignment and placed into an
2189 alternative assignment for the remainder of the school year.
2190

2191 **Section 11.7.51** In the case of a classroom teacher who has been transitioned to the new
2192 evaluation system, the teacher may be removed from his or her assignment and placed into
2193 an alternative assignment for the remainder of the school year immediately following the
2194 completion of a probationary period that does not result in the required comprehensive
2195 summative evaluation performance ratings specified in Section 11.7.48 of this section. This
2196 reassignment may not displace another employee nor may it adversely affect the probationary
2197 employee's compensation or benefits for the remainder of the employee's contract year. If
2198 such reassignment is not possible, the district may, at its option, place the employee on paid
2199 leave for the balance of the contract term.
2200

2201

2202 **ARTICLE XII**

2203

2204 **REDUCTION IN FORCE**
2205

2206 **Section 12.1.1** The necessity for, and extent of, staff reduction will be determined by the
2207 Board after receiving the recommendation of the Superintendent and their staff. The following,
2208 in the order listed, will be the factors considered in determining the educational programs and
2209 services to be provided and the certificated employees who will be employed to provide the
2210 educational program or service.
2211

2212 **Educational Programs and Services:**

2213

2214 **Section 12.1.2** In making a recommendation of the educational programs and services to be
2215 provided by the District, the Superintendent and their staff shall give consideration to the
2216 following factors:

2217

2218 A. The funds available for the implementation of the educational programs and services;

2219

2220 B. The needs of students evidenced by requirements for graduation, minimum program
2221 requirements in accordance with WAC requirements, requirements for accreditation
2222 and historical participation of students in programs and services;

2223

2224 C. The curriculum offerings and services based on the material developed under
2225 subdivisions (A) and (B) above, and

2226

2227 D. The positions needed to operate the educational programs and services developed
2228 under subdivisions (A), (B), and (C) above.

2229

2230 **Certificated Staff:**

2231

2232 **Section 12.1.3** If an educational program or service in the district is to be reduced, modified,
2233 or eliminated, the Superintendent and their staff shall develop a list of certificated employees
2234 to be recommended to the Board for retention by the District to fill the positions needed, if any,
2235 to operate the educational program or service. The District will prepare a seniority list on/or
2236 before January 1 of each year. A copy of that list will be provided to the Association in January
2237 of each year. The criteria below shall be applied, in the order in which they are listed, in
2238 developing the list of certificated employees.

2239

2240 A. To insure that the certificated staff recommended for retention are qualified to implement
2241 the educational program determined by the Board, all certificated employees must
2242 possess such valid Washington State certificate as may be required for the position(s)
2243 under consideration. A seniority list will be prepared for all certificated employees. All
2244 certificated areas and endorsements shall be delineated for each employee.

2245

2246 B. The District shall retain those educational employees with the longest period of service
2247 as a certificated public school employee on a seniority basis, except as provided below.
2248 "Seniority" shall mean the number of years of certificated experience in the Washington
2249 Office of the Superintendent of Public Instruction or in any Washington Educational
2250 Service District or common school district in the State of Washington.

2251

2252 a. Non-teaching experience allowed on the salary schedule will not be considered in
2253 determining seniority.

2254

2255 b. Educational employees on leave will have that seniority credited to them at the time
2256 they discontinued active service to the District.

2257

2258 c. In the case of equality of seniority, the determining factor will be seniority within the
2259 district as determined by the date elected to employment by Board action. If ties still
2260 exist, the certificated employee's latest evaluation will be used. In the event ties still
2261 exist, the employee(s) with the largest number of quarter hour credits beyond the
2262 B.A. degree, as earned and recorded in the personnel office as of May 1, shall have
2263 preference.
2264

2265 **STAFF RETENTION**

2266
2267 **Section 12.2.1**

2268
2269 In the event that reduction in staff is necessary, the Superintendent shall give Reduction
2270 In Force notices to contracted employees who will not be retained.
2271

2272 A. The District will determine, as accurately as possible, the total number of certificated
2273 staff known as of April 15 leaving the District for reasons of retirement, family transfer,
2274 normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies will
2275 be taken into consideration in determining the number of available positions for the
2276 following school year.
2277

2278 B. Upon District determination of educational programs, services, and activities to be
2279 retained, educational employees shall be assigned to appropriate positions by the
2280 District.
2281

2282 C. Educational employee reductions, developed in accordance with these procedures,
2283 shall be acted upon by the District on or before May 15 and all affected employees
2284 shall be notified in writing of such action.
2285

2286 D. The District shall allow all employees who so choose, upon written application, a leave
2287 of absence for the ensuing school year. Further, any certificated employee taking such
2288 leave shall be re-employed at the end of the ensuing school year at the same or
2289 comparable position and/or level if the program or service for which they are qualified
2290 is offered. Should revenue not be available to re-employ said individuals the ensuing
2291 year, and implementation of this policy is again necessary, this staff reduction policy
2292 shall be applied to those individuals previously on leave in accordance with its
2293 application to all other staff members.
2294

2295 **EMPLOYMENT LEAVE POOL**

2296
2297 **Section 12.3.1**

2298
2299 A. All educational employees who are not retained in accordance with these procedures
2300 shall be non-renewed or discharged and placed in an employment leave pool for
2301 possible reemployment during the next school year. Employment pool persons will be
2302 re-employed as provided under (C) below.
2303

-
- 2304 B. It shall be the responsibility of each person placed in the employment leave pool to
2305 notify the Director of Human Resources in writing between January 1 and January 31,
2306 if said person wishes to remain in the employment leave pool up to October 1 of the
2307 subsequent school year. If such notification is not received, or if a person is not re-
2308 employed by October 1, the name of any said person shall be dropped from the
2309 employment leave pool.
2310
- 2311 C. When a vacancy occurs in grades P through 5, the District shall offer the position to
2312 the person in the employment leave pool with the most seniority who served the District
2313 in any one of those grades during the previous school year. Likewise, when a vacancy
2314 occurs in Grades 6 through 12, the District shall offer the position to the person in the
2315 employment leave pool with the most seniority in the subject area needed who served
2316 the District in any one of those grades during the previous school year. Such persons
2317 will have ten (10) calendar days from the receipt of the written offer to accept the
2318 position. If an individual fails to accept an offered position for which the former
2319 employee is qualified by education or experience, such individual will be dropped from
2320 the employment leave pool.
2321
- 2322 D. The District will use persons from the employment leave pool as substitutes on a first
2323 priority basis, provided that each member of the pool seeking such employment
2324 registers with Human Resources.
2325
- 2326 E. Insurance eligibility and benefits may be continued where permitted by insurance
2327 company agreements at the employee's own expense.
2328
2329

ARTICLE XIII

DUE PROCESS – DISCIPLINARY ACTION

2332
2333
2334 **Section 13.1.1** No employee shall be disciplined or adversely affected without just cause.
2335

2336 **Section 13.1.2** Except in cases of serious misconduct it is understood that the
2337

2338 District will follow a policy of progressive discipline. Such discipline shall include:
2339

A. Verbal warning,

- 2340 1. The principal gives a verbal warning to employee regarding a specific
2341 disciplinary issue occurring on a specific date.
2342
- 2343 2. The principal writes a follow-up email describing the incident and desired
2344 change. This email will serve as documentation that a verbal warning regarding
2345 a specific disciplinary issue occurred on a specific date. The email is sent to
2346 the following individuals: the employee, the ASD5 Human Resources Director,
2347 all representatives who are working with the employee with a known email
2348 address, and the AEA president. The purpose of the multiple parties having a

2349 copy will ensure that the proper stakeholders have information as to when the
2350 disciplinary action occurred.

2351
2352 3. The ASD5 Human Resources Director will print the email and keep the paper
2353 copy of the email into a file for verbal warnings kept separate from the
2354 Employee File. After one (1) year the employee may request removal of the
2355 document from the aforementioned file.

2356 B. written warning,

2357 C. suspension,

2358 D. discharge.

2359

2360

2361 **Section 13.1.3** Any disciplinary action taken against an employee shall be appropriate to
2362 the behavior which precipitates said action.

2363

2364 **Section 13.1.4** The District shall advise employees of their right to representation before
2365 any meeting or discussion that could lead to their being disciplined or terminated with the
2366 exception of a circumstance involving a verbal warning. Upon request, the employee will be
2367 allowed to have a representative of the Association present at any such meeting. Said
2368 meeting will be scheduled with no less than one (1) day prior written notice, unless the
2369 employee and the District agree to alter the time period. All meetings will be held in a
2370 location where conversation can occur in a normal tone of voice, with reasonable
2371 expectation of privacy.

2372

2373 **Section 13.1.5** When representation is desired by the employee, it shall be the employee's
2374 responsibility to arrange the representation.

2375

2376 **Section 13.1.6** All information forming the basis for any disciplinary action or adverse effect
2377 upon the employee shall be made available to the employee and the Association at the
2378 request of the employee. All specific grounds forming the basis for any disciplinary action
2379 shall be in writing.

2380

2381 **Section 13.1.7** Upon receipt of any complaint made to a district administrator against an
2382 employee by any parent, student or other person, and not called to the attention of the
2383 employee within five (5) working days, may not be used as the basis for any disciplinary
2384 action against the employee. Only those days on which the employee is present shall be
2385 counted towards the five (5) working days.

2386

2387 **Section 13.1.8** The District agrees to comply with all appropriate due process statutory
2388 provisions when taking actions that adversely affect the employee's contract.

2389

2390
2391 **ARTICLE XIV – GENERAL ECONOMIC PROVISIONS**
2392

2393 **SALARY SCHEDULE**
2394

2395 **General Provisions:**
2396

2397 **Section 14.1.1** The format of the Salary Schedule shall be agreed upon by the District and
2398 the Association and attached as Exhibit A-1.
2399

2400 **Education Credits:**
2401

2402 **Section 14.1.2** The District agrees that education credits shall be granted for college work as
2403 outlined below. For current year salary adjustment, transcripts must be received by Human
2404 Resources by November 1.
2405

2406 A. **Regularly Certificated Employees:** Education credit applied to the salary schedule
2407 shall be determined by the then current rules and regulations governing the Leap
2408 schedule as published by SPI.
2409

2410 1. **Column 1:** A Bachelor's Degree with less than fifteen (15) quarter hours of college
2411 credit earned subsequent to the date of the Bachelor's Degree.
2412

2413 2. **Column 2:** A Bachelor's Degree with at least fifteen (15), but less than thirty (30)
2414 quarter hours of college credit earned subsequent to the date of the Bachelor's
2415 Degree.
2416

2417 3. **Column 3:** A Bachelor's Degree with at least thirty (30) but less than forty-five (45)
2418 quarter hours of college credit earned subsequent to the date of the Bachelor's
2419 Degree.
2420

2421 4. **Column 4:** A Bachelor's Degree with at least forty-five (45), but less than ninety
2422 (90) quarter hours of college credit earned subsequent to the date of the Bachelor's
2423 Degree.
2424

2425 5. **Column 5:** A Bachelor's Degree with at least ninety (90) but less than one hundred
2426 thirty-five (135) quarter hours of college credit earned subsequent to the date of
2427 the Bachelor's Degree.
2428

2429 6. **Column 6:** A Master's Degree with less than forty-five (45) quarter hours of college
2430 credit earned subsequent to the date of the Master's Degree.
2431

2432 7. **Column 7:** A Master's Degree with at least forty-five (45), but less than ninety (90)
2433 quarter hours of college credit earned subsequent to the date of the Master's
2434 Degree or a Bachelor's Degree and ninety (90) quarter hours of college credit and
2435 a Master's Degree.

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8. Column 8: A Doctor's Degree or a Master's Degree with at least ninety (90) quarter hours of college credit earned subsequent to the date of the Master's Degree or a Bachelor's Degree and one hundred thirty-five (135) quarter hours of college credit and a Master's Degree.

2. **Vocationally Certificated Employees**: Vocational employees not eligible for regular certification shall receive all benefits the same as other employees, except that placement on the salary schedule shall be as determined by the then current rules and regulations governing the Leap schedule as published by SPI.

Section 14.1.3 Experience Credit:

The District agrees that credit shall be given for experience as determined by the then current rules and regulations governing the Leap schedule as published by SPI.

Salary Payment Method:

Section 14.1.4 All employees shall be paid in twelve (12) monthly installments. Each payment shall contain one-twelfth (1/12) of the contracted salary. Payment shall be made to Employees on the last business day of each month.

Section 14.1.5 Employees are required to complete the automatic payroll deposit form and receive their monthly payment by direct deposit.

Section 14.1.6 In the event of a mistake in payment resulting in underpayment, corrections shall be on the next monthly payment. When an overpayment is made, repayment deductions will be taken from the employee's next monthly payment unless other arrangements are made with the Business Office. Cumulative errors shall be corrected when they come to light as stated above.

Section 14.1.7 All compensation owed to an employee who is leaving the District during the school year shall, upon request, be paid the last business day of the month of separation, if the request is made two (2) weeks prior to the last business day of the month. Otherwise, all compensation will be paid the last business day of the month following separation.

Insurance Benefits:

Section 14.1.8 The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). Employee eligibility, plan offerings, premium rates and employee contributions are determined by SEBB.

2479 **EMPLOYER PROVIDED BENEFITS**

2480

2481 **Section 14.2.1** The District will make available to the bargaining unit those funds provided by
2482 the State for employee health insurance. This amount will be pro-rated for part-time
2483 employees. These funds will be used in the following order.

2484

2485 **Section 14.2.2** The District shall pay the total premium for dental and vision plans for
2486 Employees and their dependents out of the state allocation funds. The District will pay the
2487 entire medical retirement subsidy (carve-out) and the long-term disability (LTD) from funds
2488 other than the state allocation. The district will pay \$50 per month per employee into the
2489 employee benefit pool in each year of the agreement. This section of the contract will be
2490 opened to negotiate any state legislative actions to reflect changes in health care allocations,
2491 pooling or benefits funded by the state, and to negotiate the effects of the federal health care
2492 reform insurance exchanges being implemented on or after January 1, 2014.

2493

2494 **Section 14.2.3** All employees will pay a premium of one (1) percent of their total medical
2495 premium per month. (The total medical premium does not include vision and dental.) The
2496 remaining funds available will be used to provide for the cost of a negotiated hospital-surgical-
2497 medical plan for employees. (Duplicate coverage will not be provided for the employee or
2498 dependents.) In the event the remaining funds available are not sufficient to cover the entire
2499 cost of the medical plan, the district will, in October of each year, prepare a benefits pooling
2500 schedule that will use 100% of the state health benefits funds for the bargaining unit. Any
2501 medical cost that exceeds the benefit pool will be an employee contribution. Any changes in
2502 district contributions will not be retroactive. Employer Provided Benefits in Section 14.2.2,
2503 Section 14.2.3 and Section 14.2.4 will be reopened in May 2015 to review health care benefits
2504 with any negotiated changes to be applied in the third year of this agreement.

2505

2506 **Compliance:**

2507

2508 **Section 14.2.4** – It is the intent of the parties to comply with the limitations imposed by RCW
2509 28A.400.275 and the state appropriations acts as they relate to expenditures for employee
2510 benefits. No provision of the Section shall be interpreted or applied so as to place the District
2511 in breach of the benefit limitations imposed by state law or to subject the District to a penalty.
2512 Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school
2513 district employee benefits. The parties acknowledge that the above insurance agreement is
2514 for a term of one (1) year, subject to automatic extension for the ensuing year in the absence
2515 of written notice otherwise by one party to the other prior to June 1.

2516

2517 **OPTIONAL BENEFITS**

2518

2519 **Section 14.3.1** Optional benefits, either singly or in any combination, available to Employees
2520 upon authorization of payroll deduction for the full premiums:

2521

2522 1. Washington National Salary Insurance

2523

2524 2. NEA Accidental Death and Dismemberment Insurance

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3. Term Life Insurance

4. Any other approved insurance program agreed to by the District and the Association

Section 14.3.2 The District shall permit payroll deductions for tax-deferred annuity programs endorsed by the Washington Education Association and other tax-sheltered annuity programs selected by the Employee and approved by the District.

PAYROLL DEDUCTIONS

Section 14.4.1 All salaries are subject to payroll deductions for:

1. State Teachers or State Employees' Retirement Systems
2. Withholding tax
3. FICA
4. Workers' Compensation
5. Approved absence not provided for by leaves (computed for each day absent at per diem based on the employee's annual salary)
6. Dues or representation fees (in accordance with Article II)

Section 14.4.2 The following deductions may be made, if authorized by the individual:

1. Additional withholding tax
2. Approved medical plans
3. Salary insurance
4. Tax-deferred annuities
5. Payments to Inspirus Credit Union and Twin Star Credit Union
6. Other approved insurance programs
7. United Way deductions
8. Automatic Payroll Authorization (APA)
9. Savings Bonds

2571 **Section 14.4.3** Such authorization shall continue in effect from year to year, unless a written
2572 revocation is submitted to the District by the employee. Changes may be submitted by the
2573 employee at least twenty-one (21) days before any monthly pay date. To preclude additional
2574 bookkeeping costs to the District, each employee may make no more than three (3) changes,
2575 excluding Association dues, health insurance premiums, and United Way donations, in a fiscal
2576 year.

2577
2578 **Tuition Reimbursement**

2579
2580 **Section 14.4.4** The District will reimburse for tuition expenditures for approved courses at
2581 the rate of \$100 per credit quarter hour to a maximum of eight (8) hours per school year. Each
2582 employee will be paid tuition reimbursement up to a maximum of 24 hours. Reimbursement
2583 request must be submitted within one calendar year following completion of coursework.

2584
2585 **Mileage:**

2586
2587 **Section 14.4.5** Employees who are required to travel on school business shall be reimbursed
2588 at the current IRS rate per mile when using their private automobiles. School business shall
2589 mean travel between schools to do their job, attend meetings, make home visits, travel to out-
2590 of-district conferences, meetings, observations, or for co-curricular scouting. The IRS rate will
2591 be adjusted annually in January.

2592
2593 **Supplemental Contracts:**

2594
2595 **Section 14.4.6** Supplemental pay shall be paid for work outside the regular contract day.
2596 Exceptions to the rate of pay outlined below may be made when funding is controlled by grants
2597 or other funding sources

2598
2599 **Section 14.4.7 Instructional/Student Contact**

- 2600
2601 A. **Summer School:** Summer school instructors shall be paid at their hourly per diem
2602 rate for instruction and planning.
2603
2604 B. **Detention Center:** Summer session teaching at the Detention Center will be paid
2605 at the per diem rate for whoever is teaching at the Detention Center for that session.
2606
2607 C. **Inservice Instruction:** Presenters or instructors for inservice or workshops shall be
2608 paid at the hourly rate based on .001 of the B.A. base.
2609
2610 D. Teachers will receive an additional \$250 stipend for supervising students during
2611 outdoor school.
2612

2613 **Section 14.4.8 Curriculum Development**

- 2614
2615 A. **Curriculum Development:** Curriculum development work shall be paid on an hourly
2616 basis at the rate of \$50.00 per hour.

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B. Extended Time: The District agrees that extended time payment schedule shall be computed at a full per diem rate by dividing the annual base contracted salary by the number of days in the employee’s contract. The District further agrees to pay the above computed full per diem rate for every extended day worked by the employee.

Section 14.4.9 The following positions may be contracted for an additional ten (10) days beyond the basic contract: Librarians, School Psychologists, Counselors. The following positions will be contracted for an additional five (5) days beyond the basic contract: Speech-Language Pathologists and Nurses. These employees will be paid at their per diem rate.

Section 14.4.10 Extended Day Contracts: Any employee contracted for student contact instruction hours in excess of the hours assigned regular employees shall receive additional compensation at the per hour rate of the employee’s per diem rate divided by the hours in the instructional day.

Section 14.4.11 The District will provide one (1) release day to employees scheduled to take the online assessment portion of the National Board Certification process. Each employee working toward National Board Certification will have access to district technology equipment, such as video cameras when available, in order to facilitate the National Board program.

Section 14.4.12 Support Service Specialists: In order to attract and retain qualified certificated support service specialists, OTs, PTs, SLPs and School Psychologists shall receive a \$2,000 stipend at the time of hiring. Payment will be made as a lump sum in the employee’s initial pay warrant.

Section 14.4.13 The District will provide a stipend in the amount of \$1,000 per school year for Educational Support Associates (ESA) who possess the following recognized national certifications:

Speech Language Pathologists	Certificate of Clinical Competence
Registered Nurses	National School Nurse Certification
Occupational Therapists	National Board for Certification in Occupational Therapy (NBCOT)
Physical Therapists	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology (NASP), or American Board of Professional Psychology (Diplomate)

Payment will be made to the ESA with continuing board certification as a lump sum in the September pay warrant. The employee must provide Human Resources with a copy of their national certification by September 1 in order for the stipend to be paid on the September 30 pay warrant. Educational Support Associates who are newly certified will be paid no later than the pay period immediately following the period in which the district receives a copy of the certification from the employee.

2663 **Mentor Teacher Program**

2664

2665 **Section 14.5.1** Participation in the Mentor Teacher Program will be voluntary and the District
2666 will not require any new or experienced employee to apply for participation. Selected mentor
2667 teachers will receive the maximum stipend and expenses for workshop and travel provided
2668 by OSPI. Compensation will be on a supplemental contract. Mentor teachers and
2669 participating beginning teachers will be provided the maximum number of days of release time
2670 compensated for by the State. Release time for participating employees shall be covered by
2671 substitutes, the cost of which to be paid by the State allocation.

2672

2673 **Section 14.5.2** Current employees eligible to participate in the Beginning Teacher Assistance
2674 Program shall be notified as soon as possible after a beginning teacher has been hired who
2675 wishes to participate in the Mentor Teacher Program. An application (Exhibit D) shall be
2676 provided upon request stating the appropriate qualifications for eligibility, which shall include
2677 the following:

2678

2679 A. The applicant must be a full-time teacher.

2680

2681 B. The applicant must have a minimum of three (3) years full-time teaching
2682 experience, one full year of which must have been in-district experience.

2683

2684 C. The applicant must hold a valid continuing certificate.

2685

2686 D. The applicant must have only satisfactory, proficient or distinguished evaluations
2687 on file.

2688

2689 E. The applicant should be assigned to the same instructional level (P-5) or
2690 department (6-12) as the beginning teacher, and should teach in the same building
2691 as the beginning teacher.)

2692

2693 **Section 14.5.3** Mentor teachers will be selected by mutual decision between the teacher and
2694 the principal and should:

2695

2696 A. Demonstrate effective teaching skills;

2697

2698 B. Have a good understanding and perspective of District building policies;

2699

2700 C. Possess a high level of professional development/commitment;

2701

2702 D. Demonstrate good communication and interpersonal skills with students and staff;

2703

2704 E. Demonstrate enthusiasm and a high level of professional creativity, and

2705

2706 F. Be highly regarded by students, staff, and the community.

2707

2708 **Section 14.5.4** Interested employees shall complete the application and submit it to their
2709 building principal within five (5) working days of notice that an opportunity to be a mentor
2710 teacher is available.

2711

2712 **Section 14.5.5** No participating employee will be subject to any additional evaluation
2713 procedure not outlined in the current collective bargaining agreement. A mentor teacher will
2714 not participate in, or contribute to, the performance evaluation of a beginning teacher.

2715

2716 **Section 14.5.6** Should problems arise between the mentor teacher and the beginning
2717 teacher, the building principal will facilitate resolution of the difficulties. If the mentor teacher
2718 and beginning teacher are unable to resolve their problems, the principal may terminate the
2719 arrangement. At any time in the process, the mentor teacher shall have the right to refuse the
2720 appointment or to end the involvement voluntarily. In the event of termination for any reason,
2721 by the beginning teacher or the mentor, compensation shall be prorated to the time of
2722 termination.

2723

2724 **Section 14.5.7** Should an arrangement be terminated, the original selection process shall be
2725 followed to select a new mentor teacher, provided the beginning teacher wishes to continue
2726 participation in the program.

2727

CO-CURRICULAR ACTIVITIES STIPENDS

2728

2729 **Section 14.6.1** The Co-curricular Salary Schedule will be adjusted according to the average
2730 percentage increase funded by the state each year of the bargaining agreement.
2731 (Exhibit A-2)

2732

2733 **Section 14.6.2** If any part of the Co-Curricular Salary Schedule is found to be contrary to any
2734 State or Federal Law, the District will accept its legal and fiscal responsibility and this section
2735 will be brought into compliance with the law through the Administering the Agreement Section
2736 of this Agreement. Co-curricular contracts will be paid during the pay periods when the service
2737 was rendered.

2738

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2741

ARTICLE XV

2742

GRIEVANCE PROCEDURE

2743

2744 **Section 15.1.1** A grievance is a claim filed by an employee, a group of employees, or the
2745 Association, alleging that the District has violated, misinterpreted, misapplied, unfairly applied
2746 or not applied, any provisions of this Agreement which affects said grievant(s). The grievance
2747 procedure will not apply to discharge, probation, or the non-renewal of provisional status
2748 employees provided that the probation procedure is subject to the grievance procedure.

2749

2750 **Section 15.1.2** Upon request, the District shall provide to the grievant and/or the Association
2751 all information requested for processing any grievance in a timely manner, allowing the
2752 grievant(s) to meet the timelines established in the grievance procedure.

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Section 15.1.3 This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve this problem without resorting to these grievance channels. Such discussion shall not be subject to any provisions of this Article.

Step 1:

- A. Within fifteen (15) working days following knowledge by the employee(s) or the Association when the employee(s) should have reasonably known of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of the Agreement affecting said employee(s) or the Association, the grievant(s) may invoke this grievance procedure by filing a written claim stipulating the violation and the remedy sought with the supervisor immediately involved in the dispute.

If the grievance involves employees at more than one (1) school building, it may be filed with the Superintendent or their designee.

- B. Within five (5) working days of receipt of the grievance claim, the immediate supervisor shall meet with the grievant(s) who may be represented by an Association grievance representative at the sole option of the grievant(s) as long as such representative has been given an opportunity to be present at that meeting and to make their views known in an effort to resolve the grievance.
- C. The immediate supervisor shall answer the claim in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association. Such answer shall include the reasons and supportive evidence upon which the decision is based.

Step 2:

- A. If the grievant(s) is/are not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days, the grievance may be transmitted to the Superintendent or their official designee within five (5) working days. The Superintendent or his/her designee shall meet with the grievant(s) within five (5) working days of receipt of the grievance and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association.
- B. During this meeting, the grievant(s) has/have the option of being represented by an Association grievance representative.

Step 3:

- A. If not satisfied with the disposition of the grievance at Step 2, within ten (10) working days the grievant may elect binding arbitration. The Association shall have

2800 within its sole discretion the decision to arbitrate and may appeal the final decision
2801 of the District to final and binding arbitration. The arbitration shall be conducted by
2802 the American Arbitration Association (AAA) under the Voluntary Rules, and as
2803 provided below. In the event the District, at Step 2, argues that the matter is
2804 excluded from arbitration by contract language, the arbitrator will rule on
2805 arbitrability before hearing the merits of the grievance.
2806

2807 B. The arbitrator shall have no power to alter, add to, or subtract from the terms of
2808 this Agreement. They shall decide all arbitrability issues. Upon request of either
2809 party, the merits of the grievance and the arbitrability issues arising in connection
2810 with the grievance shall be consolidated for hearing before the arbitrator.
2811

2812 C. The arbitrator shall determine the decision or award, which shall be published in
2813 writing no later than thirty (30) calendar days from the date of the hearing, or, if
2814 arguments have been waived by both parties, then from the date of submission of
2815 written briefs and proof. The decision or award shall set forth the arbitrator's
2816 findings of fact, reasoning, and conclusions on the issues submitted and shall be
2817 final and binding on both parties.
2818

2819 **Arbitration Costs:**

2820
2821 **Section 15.1.4** The fees and expenses of the arbitrator shall be shared equally by the District
2822 and the Association. All other expenses shall be borne by the party incurring them, and
2823 neither party shall be responsible for the expenses of witnesses called by the other.
2824

2825 **Time Limits:**

2826
2827 **Section 15.1.5** The time limits provided in this Article shall be strictly observed, unless
2828 extended by mutual written agreement between the parties. Failure of the District to observe
2829 time limits shall entitle the grievant(s) to a finding on the grievance(s) in their favor. Failure of
2830 the grievant(s) to observe the time limits shall terminate their right to proceed with the
2831 grievance(s). The term "working day" shall mean all days on which the District Office is open
2832 for business.
2833

2834 **Appeal of Arbitration:**

2835
2836 **Section 15.1.6** Petition by either party to a court of competent jurisdiction, or any arbitration
2837 decision or award, shall be limited to the following:
2838

2839 A. The arbitrator exceeded the jurisdiction or authority under this agreement.

2840

2841 B. The arbitrator's decision or award is based on an error of the law.
2842

2843
2844 **ARTICLE XVI**
2845

2846 **PAST PRACTICES**
2847

2848 **Section 16.1** The Association and the District have had an opportunity to negotiate pertinent
2849 practices. All practices not covered specifically by the terms of this Agreement shall be the
2850 prerogative of the Board, except that any rule, regulation, policy, practice, or administrative
2851 decision, which is in conflict with the terms or conditions of this Agreement, shall be subject
2852 to the grievance procedure.
2853

2854 **MAINTENANCE OF STANDARDS**
2855

2856 **Section 16.2.1** This Agreement shall supersede all written or oral rules, regulations, policies,
2857 resolutions, or practices of the District which shall be contrary to, or inconsistent with, its terms.
2858

2859 **Section 16.2.2** This Agreement is the total Agreement between the Association and the
2860 District concerning individual employee benefits.
2861

2862 **CONTRACT COMPLIANCE**
2863

2864 **Section 16.3.** All individual employee contracts shall be subject to and consistent with
2865 Washington State Law and the terms and conditions of this Agreement. If any individual
2866 employee feels that the terms of their contract are inconsistent with this Agreement, the matter
2867 shall be resolved through the Grievance Procedure.
2868

2869 **PRINTING AND DISTRIBUTION**
2870

2871 **Section 16.4.1** Within a time period of no more than thirty (30) days following the ratification
2872 and signing of this Agreement by the parties, the District shall print copies of this Agreement
2873 for each certificated employee. The Association will accept the copies on behalf of the
2874 employees.
2875

2876 **Section 16.4.2** A total of four hundred (400) copies will be printed. The cost of the printing will
2877 be shared equally by the Association and the District. The style and format of the Agreement
2878 shall be agreed upon between the Association and the District.
2879

2880 **Section 16.4.3** Seventy-five (75) copies shall be provided to the District. All certificated
2881 individuals making employment application to the District shall be provided, for their
2882 examination, a copy of the Agreement by the District upon request. Employees new to the
2883 District shall be provided a copy of the Agreement by the District.
2884

2885 **SUBCONTRACTING**
2886

2887 **Section 16.5.1** Nothing in this Agreement shall prohibit the District from determining the
2888 manner in which tasks are to be performed or duties assigned, or positions filled. The District

2889 will determine the most economical, effective, efficient manner in which a given objective is to
2890 be accomplished.

2891

2892 **Section 16.5.2** All work currently performed by employees shall continue to be performed by
2893 employees for the duration of this Agreement, except the District may subcontract work with
2894 a municipal subdivision provided no employee is rified to provide the work.

2895

2896 **ADMINISTERING THE AGREEMENT**

2897

2898 **Section 16.6** The Association and District bargaining teams will meet on a regular basis to
2899 discuss the maintenance of this contract. Meetings shall be scheduled at a mutually
2900 agreeable time, but no less than once each month during the school year. Meetings will
2901 provide opportunity for ongoing discussion of issues and items of concern. Any changes
2902 agreed to in this process will be set forth in a Memorandum of Understanding and become a
2903 part of this Collective Bargaining Agreement.

2904

2905 **CONFORMITY TO LAW - SAVINGS**

2906

2907 **Section 16.7** Nothing in this Agreement shall be construed to deny or limit the rights of any
2908 employee under applicable Federal or State laws, rules, or regulations. If any provision of this
2909 Agreement, or any application of this Agreement, shall be found to be contrary to law, such
2910 provision or application shall have effect only to the extent permitted by law, and all other
2911 provisions or applications of this Agreement shall continue in full force and effect.

2912

ARTICLE XVII

DURATION

Section 17.1.1 This Agreement shall become effective September 1, 2023, and shall remain in effect until August 31, 2026.

Section 17.1.2 Automatic re-openers are state-approved salary and fringe benefit adjustments and legislative changes affecting the Collective Bargaining Agreement.

Section 17.1.3 If the Legislature or OSPI allocates additional funds for salary or fringe benefits, the parties will meet within twenty (20) working days of the action to negotiate.

Section 17.1.4 In year one (1) of this agreement a salary adjustment of IPD plus one (1) percent will be added to the base rate of pay.

In year two (2), a salary adjustment equal to the IPD will be added to the base rate of pay.

In year three (3), a salary adjustment equal to the IPD will be added to the base rate of pay.

Aberdeen Education Association, Inc.

Aberdeen School District No. 5

Cathleen Altilde 9/27/23
Association Co-President Date

Jennifer Duney 9/19/23
Chairman of the Board Date

Quinn Erwin 9/27/23
Association Co-President Date

Jeff O'Leary 9-27-23
Superintendent Date

Donna Portman 9-27-23
Chief Negotiator Date

2023-24 AEA Salary Schedule

		01-01	01-02	01-03	01-04	01-05	01-07	01-08	01-09
Service		BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/ Ph.D.
		1	Base	\$ 57,939	\$ 59,537	\$ 61,193	\$ 62,853	\$ 68,178	\$ 69,710
	State PD *	\$ 966	\$ 992	\$ 1,020	\$ 1,048	\$ 1,136	\$ 1,162	\$ 1,251	\$ 1,308
	Total	\$ 58,905	\$ 60,530	\$ 62,213	\$ 63,900	\$ 69,315	\$ 70,872	\$ 76,286	\$ 79,776
2	Base	\$ 58,735	\$ 60,356	\$ 62,033	\$ 63,765	\$ 69,146	\$ 70,498	\$ 75,879	\$ 79,289
	State PD *	\$ 979	\$ 1,006	\$ 1,034	\$ 1,063	\$ 1,152	\$ 1,175	\$ 1,265	\$ 1,321
	Total	\$ 59,714	\$ 61,361	\$ 63,067	\$ 64,828	\$ 70,298	\$ 71,673	\$ 77,143	\$ 80,611
3	Base	\$ 59,494	\$ 61,131	\$ 62,825	\$ 64,691	\$ 70,057	\$ 71,292	\$ 76,657	\$ 80,105
	State PD *	\$ 992	\$ 1,019	\$ 1,047	\$ 1,078	\$ 1,168	\$ 1,188	\$ 1,278	\$ 1,335
	Total	\$ 60,486	\$ 62,150	\$ 63,873	\$ 65,769	\$ 71,225	\$ 72,480	\$ 77,935	\$ 81,440
4	Base	\$ 60,277	\$ 61,928	\$ 63,641	\$ 65,566	\$ 70,921	\$ 72,045	\$ 77,397	\$ 80,928
	State PD *	\$ 1,005	\$ 1,032	\$ 1,061	\$ 1,093	\$ 1,182	\$ 1,201	\$ 1,290	\$ 1,349
	Total	\$ 61,281	\$ 62,960	\$ 64,702	\$ 66,659	\$ 72,103	\$ 73,246	\$ 78,686	\$ 82,277
5	Base	\$ 62,279	\$ 64,003	\$ 65,727	\$ 67,720	\$ 73,071	\$ 74,070	\$ 79,457	\$ 83,015
	State PD *	\$ 1,038	\$ 1,067	\$ 1,095	\$ 1,129	\$ 1,218	\$ 1,234	\$ 1,324	\$ 1,384
	Total	\$ 63,317	\$ 65,070	\$ 66,822	\$ 68,848	\$ 74,289	\$ 75,304	\$ 80,782	\$ 84,398
6	Base	\$ 64,448	\$ 65,819	\$ 66,545	\$ 68,630	\$ 74,014	\$ 74,872	\$ 80,241	\$ 83,868
	State PD *	\$ 1,074	\$ 1,097	\$ 1,109	\$ 1,144	\$ 1,234	\$ 1,248	\$ 1,337	\$ 1,398
	Total	\$ 65,522	\$ 66,916	\$ 67,654	\$ 69,774	\$ 75,248	\$ 76,120	\$ 81,578	\$ 85,265
7	Base	\$ 65,910	\$ 66,645	\$ 67,381	\$ 69,589	\$ 74,968	\$ 75,694	\$ 81,036	\$ 84,680
	State PD *	\$ 1,098	\$ 1,111	\$ 1,123	\$ 1,160	\$ 1,249	\$ 1,262	\$ 1,351	\$ 1,411
	Total	\$ 67,008	\$ 67,756	\$ 68,504	\$ 70,748	\$ 76,218	\$ 76,956	\$ 82,386	\$ 86,091
8	Base	\$ 67,357	\$ 68,109	\$ 68,860	\$ 71,188	\$ 76,609	\$ 77,233	\$ 82,652	\$ 86,401
	State PD *	\$ 1,123	\$ 1,135	\$ 1,148	\$ 1,186	\$ 1,277	\$ 1,287	\$ 1,378	\$ 1,440
	Total	\$ 68,480	\$ 69,244	\$ 70,008	\$ 72,375	\$ 77,886	\$ 78,520	\$ 84,029	\$ 87,841
9	Base	\$ 69,541	\$ 70,316	\$ 71,092	\$ 73,613	\$ 79,106	\$ 79,655	\$ 85,151	\$ 89,034
	State PD *	\$ 1,159	\$ 1,172	\$ 1,185	\$ 1,227	\$ 1,318	\$ 1,328	\$ 1,419	\$ 1,484
	Total	\$ 70,700	\$ 71,488	\$ 72,277	\$ 74,839	\$ 80,425	\$ 80,983	\$ 86,570	\$ 90,518
10	Base	\$ 72,650	\$ 73,450	\$ 76,063	\$ 81,683	\$ 82,104	\$ 87,729	\$ 91,746	\$ 95,746
	State PD *	\$ 1,211	\$ 1,224	\$ 1,268	\$ 1,361	\$ 1,368	\$ 1,462	\$ 1,529	\$ 1,529
	Total	\$ 73,860	\$ 74,674	\$ 77,330	\$ 83,045	\$ 83,472	\$ 89,191	\$ 93,275	\$ 97,275
11	Base	\$ 75,837	\$ 78,639	\$ 84,334	\$ 84,681	\$ 90,380	\$ 90,380	\$ 94,529	\$ 94,529
	State PD *	\$ 1,264	\$ 1,311	\$ 1,406	\$ 1,411	\$ 1,506	\$ 1,506	\$ 1,575	\$ 1,575
	Total	\$ 77,101	\$ 79,949	\$ 85,740	\$ 86,093	\$ 91,886	\$ 91,886	\$ 96,105	\$ 96,105
12	Base	\$ 81,289	\$ 87,111	\$ 87,111	\$ 93,155	\$ 93,155	\$ 97,387	\$ 97,387	\$ 97,387
	State PD *	\$ 1,355	\$ 1,452	\$ 1,452	\$ 1,553	\$ 1,553	\$ 1,623	\$ 1,623	\$ 1,623
	Total	\$ 82,644	\$ 88,562	\$ 88,562	\$ 94,708	\$ 94,708	\$ 99,010	\$ 99,010	\$ 99,010
13	Base	\$ 83,856	\$ 89,960	\$ 90,089	\$ 94,767	\$ 94,767	\$ 100,554	\$ 100,554	\$ 100,554
	State PD *	\$ 1,398	\$ 1,499	\$ 1,501	\$ 1,579	\$ 1,579	\$ 1,676	\$ 1,676	\$ 1,676
	Total	\$ 85,253	\$ 91,459	\$ 91,590	\$ 96,347	\$ 96,347	\$ 102,230	\$ 102,230	\$ 102,230
14	Base	\$ 92,890	\$ 92,940	\$ 98,922	\$ 103,412	\$ 103,412	\$ 109,136	\$ 109,136	\$ 109,136
	State PD *	\$ 1,548	\$ 1,549	\$ 1,649	\$ 1,724	\$ 1,724	\$ 1,824	\$ 1,824	\$ 1,824
	Total	\$ 94,438	\$ 94,489	\$ 100,571	\$ 105,136	\$ 105,136	\$ 110,960	\$ 110,960	\$ 110,960
15	Base	\$ 95,812	\$ 95,876	\$ 102,048	\$ 106,577	\$ 106,577	\$ 112,301	\$ 112,301	\$ 112,301
	State PD *	\$ 1,597	\$ 1,598	\$ 1,701	\$ 1,776	\$ 1,776	\$ 1,876	\$ 1,876	\$ 1,876
	Total	\$ 97,409	\$ 97,474	\$ 103,749	\$ 108,353	\$ 108,353	\$ 114,177	\$ 114,177	\$ 114,177
16	Base	\$ 98,305	\$ 98,369	\$ 104,701	\$ 109,348	\$ 109,348	\$ 115,111	\$ 115,111	\$ 115,111
	State PD *	\$ 1,638	\$ 1,639	\$ 1,745	\$ 1,822	\$ 1,822	\$ 1,922	\$ 1,922	\$ 1,922
	Total	\$ 99,944	\$ 100,008	\$ 106,446	\$ 111,171	\$ 111,171	\$ 117,033	\$ 117,033	\$ 117,033
17-21	Base	\$ 100,271	\$ 100,335	\$ 106,794	\$ 111,371	\$ 111,371	\$ 117,195	\$ 117,195	\$ 117,195
	State PD *	\$ 1,671	\$ 1,672	\$ 1,780	\$ 1,890	\$ 1,890	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 101,942	\$ 102,007	\$ 108,574	\$ 113,261	\$ 113,261	\$ 119,185	\$ 119,185	\$ 119,185
22-25	Base	\$ 100,828	\$ 100,892	\$ 107,387	\$ 111,901	\$ 111,901	\$ 117,725	\$ 117,725	\$ 117,725
	State PD *	\$ 1,680	\$ 1,682	\$ 1,790	\$ 1,900	\$ 1,900	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 102,508	\$ 102,574	\$ 109,177	\$ 113,801	\$ 113,801	\$ 119,715	\$ 119,715	\$ 119,715
26	Base	\$ 101,385	\$ 101,450	\$ 107,981	\$ 112,530	\$ 112,530	\$ 118,354	\$ 118,354	\$ 118,354
	State PD *	\$ 1,690	\$ 1,691	\$ 1,800	\$ 1,911	\$ 1,911	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 103,075	\$ 103,141	\$ 109,781	\$ 114,441	\$ 114,441	\$ 120,344	\$ 120,344	\$ 120,344
27	Base	\$ 101,942	\$ 102,007	\$ 108,574	\$ 113,179	\$ 113,179	\$ 119,003	\$ 119,003	\$ 119,003
	State PD *	\$ 1,699	\$ 1,700	\$ 1,810	\$ 1,921	\$ 1,921	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 103,641	\$ 103,707	\$ 110,384	\$ 115,100	\$ 115,100	\$ 120,993	\$ 120,993	\$ 120,993
28	Base	\$ 102,499	\$ 102,565	\$ 109,167	\$ 113,780	\$ 113,780	\$ 119,604	\$ 119,604	\$ 119,604
	State PD *	\$ 1,708	\$ 1,709	\$ 1,819	\$ 1,931	\$ 1,931	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 104,207	\$ 104,274	\$ 110,986	\$ 115,711	\$ 115,711	\$ 121,594	\$ 121,594	\$ 121,594
29	Base	\$ 103,056	\$ 103,122	\$ 109,759	\$ 114,330	\$ 114,330	\$ 120,154	\$ 120,154	\$ 120,154
	State PD *	\$ 1,718	\$ 1,719	\$ 1,829	\$ 1,942	\$ 1,942	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 104,773	\$ 104,841	\$ 111,588	\$ 116,272	\$ 116,272	\$ 122,144	\$ 122,144	\$ 122,144
30	Base	\$ 103,613	\$ 103,679	\$ 110,354	\$ 114,930	\$ 114,930	\$ 120,754	\$ 120,754	\$ 120,754
	State PD *	\$ 1,727	\$ 1,728	\$ 1,839	\$ 1,952	\$ 1,952	\$ 1,990	\$ 1,990	\$ 1,990
	Total	\$ 105,340	\$ 105,407	\$ 112,193	\$ 116,882	\$ 116,882	\$ 122,744	\$ 122,744	\$ 122,744

Effective: August 28, 2023

Board Approved: August 15, 2023

ABERDEEN SCHOOL DISTRICT No. 5
CO-CURRICULAR STIPENDS 2023-24

Exhibit A-2

Years' Exp.	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
0	\$981	\$1,859	\$2,940	\$3,528	\$4,313	\$4,703	\$6,668	\$8,629
1	\$993	\$1,884	\$3,017	\$3,574	\$4,370	\$4,765	\$6,755	\$8,740
2	\$1,007	\$1,908	\$3,033	\$3,621	\$4,426	\$4,829	\$6,844	\$8,855
3	\$1,019	\$1,933	\$3,057	\$3,669	\$4,484	\$4,891	\$6,933	\$8,972
4	\$1,034	\$1,959	\$3,098	\$3,718	\$4,544	\$4,956	\$7,024	\$9,088
5	\$1,047	\$1,986	\$3,137	\$3,767	\$4,604	\$5,021	\$7,116	\$9,207
6	\$1,060	\$2,011	\$3,179	\$3,815	\$4,664	\$5,086	\$7,209	\$9,329
7	\$1,073	\$2,038	\$3,220	\$3,865	\$4,725	\$5,153	\$7,304	\$9,450
8	\$1,086	\$2,064	\$3,262	\$3,916	\$4,787	\$5,221	\$7,399	\$9,575
9	\$1,103	\$2,093	\$3,305	\$3,967	\$4,849	\$5,290	\$7,495	\$9,700
10	\$1,116	\$2,119	\$3,348	\$4,019	\$4,912	\$5,359	\$7,594	\$9,827
11	\$1,130	\$2,146	\$3,393	\$4,072	\$4,977	\$5,429	\$7,694	\$9,956
12	\$1,145	\$2,176	\$3,437	\$4,125	\$5,041	\$5,500	\$7,795	\$10,086
13	\$1,160	\$2,204	\$3,481	\$4,179	\$5,109	\$5,572	\$7,897	\$10,218
14	\$1,176	\$2,234	\$3,527	\$4,234	\$5,176	\$5,644	\$8,000	\$10,353
15+	\$1,190	\$2,264	\$3,573	\$4,290	\$5,243	\$5,720	\$8,104	\$10,487
	High	High	High	High	High	High	High	High
	Work Based Learn	K. Bowl	Newspaper	Orchestra	Drama	Choral	Band	Events Mgr.
	Nursing Coordinator (GHC)	Mathletes	Asst. Band	PBIS	Musical	AVID		
	Social Media Coord		FBLA	DECA	Yearbook	ASB		
			*Skills USA	Renaissance				
	Jr. High/Elem/ HL	Jr. High/ HLC	Hosp/Pro Start	Link Crew				
	Orchestra	Choral	FFA					
		K. Bowl	Robotics					
	Elem	Yearbook	Outdoor School					
	Band							
	Jazz		Jr. High/ HLC					
	Vocal		Band		* Add'l \$200 stipend for taking Skills USA to Nat'l's			
			World Rhythms					
			AVID					
			ASB					

For Board Adoption: August 15, 2023

Effective: September 1, 2023

2023-2024 Aberdeen School District Calendar

August 2023				
M	T	W	TH	F
	1*	2	3	4
7	8	9	10	11
14	15*	16	17	18
21	22	23	24	25
28	29	30	31	
02/180				
September 2023				
M	T	W	TH	F
				1
4	5*	6	7	8
11	12	13	14	15
18	19*	20	21	22
25	26	27√	28	29
22/180				
October 2023				
M	T	W	TH	F
2	3*	4	5	6
9	10	11	12	13
16	17*	18	19	20
23	24	25√	26	27
30	31			
44/180				
November 2023				
M	T	W	TH	F
6	7*	8	9	10
13	14	15	16	17
20	21*	22	23	24
27	28	29	30	
62/180				
December 2023				
M	T	W	TH	F
				1
4	5	6√	7	8
11	12*	13	14	15
18	19	20	21	22
25	26	27	28	29
73/180				
January 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10√	11	12
15	16*	17	18	19
22	23	24	25	26
29	30	31		
94/180				

August 2023
 28 Professional Development
 29 Professional Development
 30 First Day of School

September 2023
 04 Labor Day-No School

October 2023

November 2023
 10 Veterans Day Observed -
 No School
 22-24 Thanksgiving Holiday

December 2023
 15 Early Release
 18-29 Winter Break

January 2024
 01 Winter Break continues
 15 Martin Luther King, Jr
 Holiday-No School

February 2024
 19 Presidents Day Holiday
 -No School
 20 Professional Development-
 No School

March 2024
 15 Weather Makeup Day, If
 Needed

April 2024
 1-5 Spring Break

May 2024
 24 Weather Makeup Day,
 If Needed
 27 Memorial Day Holiday

June 2024
 13 Last Day of School / Early
 Release
 19 Juneteenth

* Denotes Board meeting
 √ Collaboration Days:
 09/27 10/25
 12/6 01/10
 02/07 03/06
 04/10 05/15

February 2024				
M	T	W	TH	F
			1	2
5	6*	7√	8	9
12	13	14	15	16
19	20*	21	22	23
26	27	28	29	
113/180				
March 2024				
M	T	W	TH	F
				1
4	5*	6√	7	8
11	12	13	14	15
18	19*	20	21	22
25	26	27	28	29
133/180				
April 2024				
M	T	W	TH	F
1	2	3	4	5
8	9	10√	11	12
15	16*	17	18	19
22	23	24	25	26
29	30			
150/180				
May 2024				
M	T	W	TH	F
		1	2	3
6	7*	8	9	10
13	14	15√	16	17
20	21*	22	23	24
27	28	29	30	31
171/180				
June 2024				
M	T	W	TH	F
3	4*	5	6	7
10	11	12	13	14
17	18*	19	20	21
24	25	26	27	28
180/180				
July 2024				
M	T	W	TH	F
1	2*	3	4	5
8	9	10	11	12
15	16*	17	18	19
22	23	24	25	26
29	30	31		

EVALUATION FORM
Certificated Support Personnel

Name: _____ Assignment: _____

School: _____ School Year: _____

The primary purpose of a program of evaluation should be the improvement of instruction. The evaluation process should provide for the participation of the individual being evaluated; for substantive, constructive recommendations to the individual being assessed; and for necessary inservice or assistance required by the individual to improve or enhance his/her professional competency.

This evaluation is based upon classroom observations, which occurred on the dates and for the duration listed, and other general observations.

RECOMMENDATIONS: _____ Re-employ _____ Place on Probation _____ Non-renewal

I have seen this evaluation.

Support Person's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Comments by Support Person: _____

SUPPORT PERSONNEL EVALUATION

CRITERION:

1. **Knowledge and Scholarship in Special Field.**
 - a. Is aware of research in relevant areas.
 - b. Demonstrates ability to conduct, use and interpret research pertinent to assignment.
 - c. Has a professional balance between theory and practice.
 - d. Is professional regarding assignment.

COMMENTS:

2. **Specialized Skills.**
 - a. Is sensitive to the role of the administrator.
 - b. Meets with the administrator regarding program development.
 - c. Functions effectively as a resource consultant.
 - d. Demonstrates ability to synthesize and integrate testing and non-testing data.
 - e. Is aware of test use and application.
 - f. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.
 - g. Demonstrates familiarity with local school district policies relevant to program placement.
 - h. Demonstrates ability to cooperate with parents, staff and students regarding placement of students.

- i. Is a facilitating agent with staff.

COMMENTS:

3. Management of Special and Technical Environment.

- a. Helps pupils with personal as well as educational and vocational problems.
- b. Demonstrates understanding of the basic principles of human growth and development.
- c. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- d. Has a good rapport with instructional staff.
- e. Selects media and equipment consistent with the district's selection policy and appropriate to the curriculum.
- f. Maintains a well organized learning resource center.
- g. Develops and implements a program for the integration of materials and equipment into the learning experience.
- h. Relates services from the district level to meet building instructional needs.
- i. Directs para-educators, volunteers and student help with efficiency and understanding.
- j. Makes provision for differences in ability among students.

COMMENTS:

4. Support Person as a Professional.

- a. Consults with members of the Special Services staff to serve the general developmental needs of students.
- b. Is available to staff in planning and developing instructional strategies and curricular program.
- c. Demonstrates ability to utilize case conferencing and staffing.
- d. Assists teachers in the integration of appropriate supportive or guidance services into the classroom.
- e. Enlists the assistance of assistant-principals and other support personnel when appropriate.
- f. Deals with personal information and communication in an ethical manner.
- g. Maintains a professional relationship with colleagues, administrators and parents.
- h. Is responsive to constructive suggestions.
- i. Communicates easily and effectively.

COMMENTS:

5. Involvement in Assisting Pupils, Parents and Educational Personnel.

- a. Demonstrates a willingness to accept and work with all students.
- b. Allows and expects students to accept responsibility for decision making and possible consequences.
- c. Motivates students to seek assistance.
- d. Is cooperative with parents and provides them with an opportunity to be heard.
- e. Is conscientious in following through with parents.
- f. Communicates easily with teachers.

COMMENTS:

EVALUATION FORM
Short Form - Certificated Support Personnel

Name: _____ Teaching Assignment: _____

School: _____ School Year: _____

This evaluation is based on: (choose one)

- A thirty (30) minute observation with a written summary
- Two (2) or more observations totaling at least sixty (60) minutes without a written summary

Through routine observation on _____
(Dates)
_____ has demonstrated successful performance
(Name)
and meets statutory evaluation requirements for the current school year.

EVALUATION CRITERIA

1. Knowledge and Scholarship in Special Field
2. Specialized Skills
3. Management of Special and Technical Environment
4. Support Person as a Professional
5. Involvement in Assisting Pupils, Parents and Educational Personnel

Comments:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

White: Employee

Yellow: Principal

Pink: Personnel

ABERDEEN SCHOOL DISTRICT PROFESSIONAL GROWTH OPTION

Planning Conference _____

Additional Conf. _____

VERIFICATION

Staff Member _____ Assignment _____ Supervisor _____

School Year _____ Worksite _____ Facilitator _____

PGO evaluation to be completed by May 15

Goals	Resources for Goal Accomplishment Activity (s), Procedures	Indicators of Goal Progress

Identify Self-Assessment Instrument(s) Used _____

Staff Member: _____ Date: _____

Supervisor: _____ Date: _____

**ABERDEEN SCHOOL DISTRICT
PROFESSIONAL GROWTH OPTION**

Overall performance has been satisfactory and has met statutory requirements.

Staff Member: _____ **Date:** _____

Supervisor: _____ **Date:** _____

ADVISOR/CO-CURRICULAR EVALUATION REPORT

Name _____ School _____ Position _____

I.	Professional Relations	E	S	UNS	N/O	N/A
	1) Cooperation with building principals					
	2) Rapport with the staff of his/her school					
	3) Relationship with student body					
	4) Relationship with faculty					
	5) Relationship with parent and community					
	6) Relationship with news media					
	7) Relationship with event coordinators					
	8) Relationship with students					
II.	Advising Activity	E	S	UNS	N/O	N/A
	1) Conduct during activities					
	2) Conduct during student activities					
	3) Ability to motivate					
	4) Quality of instruction					
	5) Teaches fundamental skills					
	6) Supervision of participants' and discipline					
	7) Activity organization					
	8) Completes all assigned tasks					
III.	Administration & Organization	E	S	UNS	N/O	N/A
	1) Attendance at applicable meetings					
	2) Attends professional development opportunities					
	3) Pre-planning					
	4) Managing budget					
	5) Follows purchasing procedures					
	6) Follows district policies					

SCORING GRID W/5 CATEGORIES FOR ITEMS I, II, III

E = Excellent
S = Satisfactory

N/O = Not Observed
N/A = Not Applicable

UNS = Unsatisfactory

Comments continued on back.

9/14/22

Aberdeen School District No. 5
Aberdeen, Washington

MENTOR TEACHER APPLICATION

Name: _____ School Name: _____

Current Subject and/or
Grade Level Assignment: _____

A. Name of Beginning Teacher: _____

Building: _____

Assignment: _____

B. Selection Criteria

Please check "yes" or "no" to these program criteria:

Yes	No	
_____	_____	1. Am a full-time teacher.
_____	_____	2. Have a minimum of three (3) years full-time teaching experience, one full year of which must have been in-district experience.
_____	_____	3. Hold a valid continuing certificate.
_____	_____	4. Have only satisfactory evaluations on file.
_____	_____	5. Am assigned to the same instructional level (P-6) or department (7-12) as the beginning teacher.

C. I believe that I:

- a. Demonstrate effective teaching skills.
- b. Have a good understanding and perspective of District building policies, procedures and programs.
- c. Possess a high level of professional development/commitment.
- d. Demonstrate good communication and interpersonal skills with students and staff.
- e. Demonstrate enthusiasm and a high level of professional creativity.
- f. Am highly regarded by students, staff and the community.

D. Please write a brief paragraph describing how you meet criteria described in C. above.

E. Please describe briefly why you are interested in participating in this program.

I am aware of and committed to attending Saturday workshops, following the program requirements, and working closely to help my assigned beginning teacher to have a successful first year of teaching.

Signed: _____

Date: _____

WASHINGTON STATE CODE OF PROFESSIONAL CONDUCT FOR EDUCATION PRACTITIONERS

Teachers | Educational Staff Associates | Administrators



OFFICE OF PROFESSIONAL PRACTICES

The Office of Professional Practices, a division under the auspices of the Superintendent of Public Instruction, is charged with enforcement, including discipline, of educational practitioners for violation of the Professional Code of Conduct. The office receives, investigates, and makes legal findings regarding complaints. A nine member professional advisory committee reviews appeals from proposed disciplinary actions. Educators who violate the code may receive a letter of concern, be reprimanded, or their license to practice may be suspended or revoked.

The Office of Professional Practices also reviews charges that an applicant for or the holder of professional certification lacks good moral character or personal fitness. These standards are set forth in WAC 181-86-013 and address commission of criminal acts and other behavior which endanger children, colleagues, or other staff. Commission of criminal acts may not be directly related to professional conduct, but they do reflect upon the individual's worthiness and ability to serve as a professional educator.

Requests for additional information may be addressed to:

Office of Professional Practices
Office Of Superintendent of Public Instruction
Old Capitol Building, PO Box 47200
Olympia, WA 98504-7200

CODE OF PROFESSIONAL CONDUCT

CHAPTER 181-87 WAC

WAC 181-87-005 PURPOSE

The sole purpose of this chapter is to set forth policies and procedures related to reprimand, suspension, and revocation actions respecting certification of education practitioners in the state of Washington for acts of unprofessional conduct. It is recognized that grounds for the discharge, nonrenewal of contracts, or other adverse change in contract status affecting the employment contracts of education practitioners are broader than stated herein. The grounds set forth as unprofessional conduct in this chapter shall not limit discharge, nonrenewal of contracts, or other employment action by employers of education practitioners.

WAC 181-87-010 PUBLIC POLICY GOALS OF CHAPTER

The public policy goals of this chapter are as follows:

1. To protect the health, safety, and general welfare of students within the state of Washington.
2. To assure the citizens of the state of Washington that education practitioners are accountable for acts of unprofessional conduct.
3. To define and provide notice to education practitioners within the state of Washington of the acts of unprofessional conduct for which they are accountable under the provisions of chapter 181-86 WAC.

PROFESSIONAL ACCOUNTABILITY

WAC 181-87-015 ACCOUNTABILITY FOR ACTS OF UNPROFESSIONAL CONDUCT

Any educational practitioner who commits an act of unprofessional conduct proscribed within this chapter may be held accountable for such conduct under the provisions of chapter 181-86 WAC.

ADMINISTRATIVE PROVISIONS

WAC 181-87-020 APPLICABILITY OF CHAPTER TO PRIVATE CONDUCT

As a general rule, the provisions of this chapter shall not be applicable to the private conduct of an education practitioner except where the education practitioner's role as a private person is not clearly distinguishable from the role as an education practitioner and the fulfillment of professional obligations.

WAC 181-87-025 EXCLUSIVITY OF CHAPTER

No act, for the purpose of this chapter, is defined as an act of unprofessional conduct unless it is included in this chapter.

WAC 181-87-035 EDUCATION PRACTITIONER DEFINITION

As used in this chapter, the term "education practitioner" means any certificate holder licensed under Title 181 WAC of the professional educator standards board to serve as a certificated employee, or any person serving in a position for which certification is required under Title 181 WAC of the professional educator standards board.

WAC 181-87-040 STUDENT DEFINITION

As used in this chapter, the term "student" means the following:

1. Any student who is under the supervision, direction, or control of the education practitioner.
2. Any student enrolled in any school or school district served by the education practitioner.
3. Any student enrolled in any school or school district while attending a school related activity at which the education practitioner is performing professional duties.
4. Any former student who is under eighteen years of age and who has been under the supervision, direction, or control of the education practitioner. Former student, for the purpose of this section, includes but it not limited to drop outs, graduates, and students who transfer to other districts or schools.

WAC 181-87-045 COLLEAGUE DEFINITION

As used in this chapter, the term "colleague" includes a certificated educator or any individual employed on a permanent or temporary basis.

ACTS OF UNPROFESSIONAL CONDUCT

WAC 181-87-050 MISREPRESENTATION OR FALSIFICATION IN THE COURSE OF PROFESSIONAL PRACTICE

Any falsification or deliberate misrepresentation, including omission, of a material fact by an education practitioner concerning any of the following is an act of unprofessional conduct:

1. Statement of professional qualifications.
2. Application or recommendation for professional employment, promotion, certification, or an endorsement.
3. Application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit.
4. Representation of completion of in-service or continuing education credit hours.
5. Evaluations or grading of students and/or personnel.
6. Financial or program compliance reports submitted to state, federal, or other governmental agencies.
7. Information submitted in the course of an official inquiry by the superintendent of public instruction related to the following:
 - a. Good moral character or personal fitness.
 - b. Acts of unprofessional conduct.
8. Information submitted in the course of an investigation by a law enforcement agency or by child protective services regarding school related criminal activity.
9. Assessments leading to certification.
10. An education practitioner who aids, encourages, and/or abets another educator in any falsification or deliberate misrepresentation, including omission, of a material fact in conjunction with the acts listed above commits misrepresentation in the course of professional practice.

WAC 181-87-055 ALCOHOL OR CONTROLLED SUBSTANCE ABUSE

Unprofessional conduct includes:

1. Being under the influence, as defined in RCW 46.61.506, of alcohol, marijuana or of a controlled substance, as defined in chapter 69.50 RCW, on school premises or at a school-sponsored activity involving students, following:

- a. Notification to the education practitioner by their employer of concern regarding alcohol or substance abuse affecting job performance;
 - b. A recommendation by the employer that the education practitioner seek counseling or other appropriate and available assistance; and
 - c. The education practitioner has had a reasonable opportunity to obtain such assistance.
2. The possession, use, or consumption on school premises or at a school sponsored activity of a Schedule 1 controlled substance, as defined by the state pharmacy quality assurance commission, or a Schedule 2 controlled substance, as defined by the state pharmacy quality assurance commission, without a prescription authorizing such use.
 3. The consumption of an alcoholic beverage on school premises or at a school sponsored activity involving students if such consumption is contrary to written policy of the school district or school building.
 4. The possession of marijuana or marijuana-infused product on school premises or at a school sponsored activity involving students if such possession violates Washington law or is contrary to written policy of the school district or school building.
 5. The use or consumption of marijuana or marijuana-infused product on school.

WAC 181-87-060 DISREGARD OR ABANDONMENT OF GENERALLY RECOGNIZED PROFESSIONAL STANDARDS

Any performance of professional practice in flagrant disregard or clear abandonment of generally recognized professional standards in the course of any of the following professional practices is an act of unprofessional conduct:

1. Assessment, treatment, instruction, or supervision of students.
2. Employment or evaluation of personnel.
3. Management of moneys or property.

WAC 181-87-062 DIGITAL COMMUNICATION

1. Unprofessional conduct includes inappropriate digital communication with a student including, but not limited to: Cell phone, text messaging, email, instant messaging, blogging, or other social media or social network communication.
2. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- a. The nature, purpose, timing, and amount of the communication;
- b. The subject matter of the communication;
- c. Whether the communication was made openly, or the educator attempted to conceal the communication;
- d. Whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship, was sexually explicit, or involved discussion of the sexual history, activities, or preferences of either the educator or the student.

WAC 181-87-065 ABANDONMENT OF CONTRACT FOR PROFESSIONAL SERVICES

Any permanent abandonment, constituting a substantial violation without good cause, of one of the following written contracts to perform professional services for a private school or a school or an educational service district is an act of unprofessional conduct:

1. An employment contract, excluding any extracurricular or other specific activity within such contract or any supplementary contract.
2. Professional service contract.

WAC 181-87-070 UNAUTHORIZED PROFESSIONAL PRACTICE

1. Any act performed without good cause that materially contributes to one of the following unauthorized professional practices is an act of unprofessional practice.
 - a. The intentional employment of a person to serve as an employee in a position for which certification is required by rules of the professional educator standards board when such person does not possess, at the time of commencement of such responsibility, a valid certificate to hold the position for which such person is employed.
 - b. The assignment or delegation in a school setting of any responsibility within the scope of the authorized practice of nursing, physical therapy, or occupational therapy to a person not licensed to practice such profession unless such assignment or delegation is otherwise authorized by law, including the rules of the appropriate licensing board.
 - c. The practice with an expired, lapsed, suspended, surrendered, or revoked certificate in a position for which certification is required under Title 181 WAC of the professional educator standards board.

- d. The failure of an education practitioner to abide by the conditions within an agreement, executed under WAC 181-86-160, to not continue or to accept education employment.
 - e. The failure of an education practitioner to comply with any condition, limitation, or other order or decision entered under chapter 181-86 WAC.
2. For the purpose of this section, good cause includes, but is not limited to, exigent circumstances where immediate action is necessary to protect the health, safety, or general welfare of a student, colleague, or other affected person.

WAC 181-87-080 SEXUAL MISCONDUCT WITH STUDENTS

As used in this chapter, "sexual misconduct with students" means:

1. Unprofessional conduct includes the commission by an education practitioner of any sexually exploitive act with or to a student including, but not limited to, the following:
 - a. Any sexual advance, verbal or physical;
 - b. Sexual intercourse as defined in RCW 9A.44.010;
 - c. Indecent exposure as defined in RCW 9A.88.010;
 - d. Sexual contact, i.e., the intentional touching of the sexual or other intimate parts of a student except to the extent necessary and appropriate to attend to the hygienic or health needs of the student;
 - e. Engaging in sexual grooming of a student, such as befriending and/or establishing a connection with a student or a student's family to lower the student's inhibitions for the purpose of a sexual relationship.
2. The provisions of this section shall not apply if at the time of the sexual conduct the participants are married to each other.

WAC 181-87-085 FURNISHING ALCOHOL OR CONTROLLED SUBSTANCE TO STUDENTS

Unprofessional conduct includes the illegal furnishing of alcohol or a controlled substance, as defined in chapter 69.50 RCW, to any student by an education practitioner.

WAC 181-87-090 IMPROPER REMUNERATIVE CONDUCT

Any deliberate act in the course of professional practice which requires or pressures students to purchase equipment, supplies, or services from the education practitioner in a private remunerative capacity is an act of unprofessional conduct.

WAC 181-87-093 FAILURE TO ASSURE THE TRANSFER OF STUDENT RECORD INFORMATION OR STUDENT RECORDS

The failure of a principal or other certificated chief administrator of a public school building to make a good faith effort to assure compliance with RCW 28A.225.330 by establishing, distributing, and monitoring compliance with written procedures that are reasonably designed to implement the statute shall constitute an act of unprofessional conduct.

WAC 181-87-095 FAILURE TO FILE A COMPLAINT

The intentional or knowing failure of an educational service district superintendent, a district superintendent, or a chief administrator of a private school to file a complaint under WAC 181-86-110 regarding the lack of good moral character or personal fitness of an education practitioner or the commission of an act of unprofessional conduct by an education practitioner is an act of unprofessional conduct.



GOOD MORAL CHARACTER AND PERSONAL FITNESS CHAPTER 181-86 WAC

WAC 181-86-011 VALID CERTIFICATE REQUIRED

Persons serving as teachers in the public or private schools or as principals or educational staff associates in public schools under chapter 181-79A WAC and in career and technical education positions under chapter 181-77 WAC shall hold certificates authorized by the professional educator standards board for service in the respective roles as required by statute or rules of the professional educator standards board.

Any certificate issued under chapter 181-77 or 181-79A WAC or previous standards of the professional educator standards board shall entitle the holder thereof to be employed by a public or nonpublic school for the performance of duties encompassed by the type of certificate as specified in WAC 181-79A-140 if such certification is required by statute or rules of the professional educator standards board, unless such certificate is under suspension or until such certificate expires, lapses, or is revoked or surrendered.

WAC 181-86-013 GOOD MORAL CHARACTER AND PERSONAL FITNESS DEFINITION

As used in this chapter, the terms "good moral character and personal fitness" means character and personal fitness necessary to serve as a certificated employee in schools in the state of Washington, including character and personal fitness to have contact with, to teach, and to perform supervision of children. Good moral character and personal fitness includes, but is not limited to, the following as described in RCW 28A.400.322:

1. No conviction or plea of guilty to any felony crime occurring after July 23, 1989, and before July 26, 2009, involving:
 - a. The physical neglect of a child under chapter 9A.42 RCW;
 - b. The physical injury or death of a child under chapter 9A.32 or 9A.36 RCW, except motor vehicle violations under chapter 46.61 RCW;
 - c. Sexual exploitation of a child under chapter 9.68A RCW;

- d. Sexual offenses under chapter 9A.44 RCW where a minor is the victim;
 - e. Promoting prostitution of a minor under chapter 9A.88 RCW;
 - f. The sale or purchase of a minor child under RCW 9A.64.030;
 - g. Violation of laws of another jurisdiction that are similar to those specified in a. through f. of this subsection.
2. No conviction or plea of guilty to any felony crime, including attempts, conspiracies, or solicitations to commit a felony crime, occurring on or after July 26, 2009, involving:
- a. A felony violation of RCW 9A.88.010, indecent exposure;
 - b. A felony violation of chapter 9A.42 RCW involving physical neglect;
 - c. A felony violation of chapter 9A.32 RCW;
 - d. A violation of RCW 9A.36.011, assault 1; RCW 9A.36.021, assault 2; RCW 9A.36.120, assault of a child 1; RCW 9A.36.130, assault of a child 2; or any other felony violation of chapter 9A.36 RCW involving physical injury except assault 3 where the victim is eighteen years of age or older;
 - e. A sex offense as defined in RCW 9.94A.030;
 - f. A violation of RCW 9A.40.020, kidnapping 1; or RCW 9A.40.030, kidnapping 2;
 - g. A violation of RCW 9A.64.030, child selling or child buying;
 - h. A violation of RCW 9A.88.070, promoting prostitution 1;
 - i. A violation of RCW 9A.56.200, robbery 1; or
 - j. A violation of laws of another jurisdiction that are similar to those specified in a. through i. of this subsection.
3. No conviction of any crime within the last ten years, including motor vehicle violations, which would materially and substantially impair the individual's worthiness and ability to serve as a professional within the public and private schools of the state. In determining whether a particular conviction would materially and substantially impair the individual's worthiness and ability to practice, the following and any other relevant considerations shall be weighed:
- a. Age and maturity at the time the criminal act was committed;
 - b. The degree of culpability required for conviction of the crime and any mitigating factors, including motive for commission of the crime;
 - c. The classification of the criminal act and the seriousness of the actual and potential harm to persons or property;
 - d. Criminal history and the likelihood that criminal conduct will be repeated;

- e. The permissibility of service as a professional educator within the terms of any parole or probation;
 - f. Proximity or remoteness in time of the criminal conviction;
 - g. Any evidence offered which would support good moral character and personal fitness;
 - h. If this subsection is applied to a person certified under the laws of the state of Washington in a suspension or revocation action, the effect on the education profession, including any chilling effect, shall be weighed; and
 - i. In order to establish good moral character and personal fitness despite the criminal conviction, the applicant or education practitioner has the duty to provide available evidence relative to the above considerations. The superintendent of public instruction has the right to gather and present additional evidence which may corroborate or negate that provided by the applicant or education practitioner.
4. No behavioral problem which endangers the educational welfare or personal safety of students, teachers, colleagues, or other affected persons within the educational setting.
 5. No practice within the state of Washington within the previous five school years with an expired, lapsed, suspended, surrendered, or revoked certificate in a professional position for which certification is required under the rules of the professional educator standards board.
 6. For the purpose of this section "child" means a minor as defined by the applicable state or federal law.
 7. For the purpose of this section "conviction" shall include a guilty plea.

WAC 181-86-014 GOOD MORAL CHARACTER AND PERSONAL FITNESS CONTINUING REQUIREMENT

The good moral character and personal fitness requirement of applicants for certification under the laws of the state of Washington is a continuing requirement for holding a professional educational certificate under rules of the professional educator standards board.

DISCIPLINARY ACTIONS | APPEAL PROCESS | PUBLIC NOTICE

WAC 181-86 ACTIONS BY THE OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION FOR ACTS OF UNPROFESSIONAL CONDUCT AND/OR LACK OF GOOD MORAL CHARACTER AND PERSONAL FITNESS

Order of Dismissal: The Office of Superintendent of Public Instruction will take no disciplinary actions; the case is dismissed without prejudice.

Order of Reprimand: Orders the certificate holder not to continue or repeat the conduct or lack good moral character or personal fitness. The certificate remains valid unless expires/lapses.

Order of Suspension: Suspends the education practitioner from practicing for a stated period of time. Such order may contain a requirement that the certificate holder fulfill certain conditions precedent to resuming professional practice and certain conditions subsequent to resuming professional practice.

Order of Revocation: An order revoking the certificate(s) of the education practitioner.

Voluntary Surrender: A holder of a certificate who has not received a final order for revocation may voluntarily surrender their certificate to the Office of Superintendent of Public Instruction if the certificate holder believes they might be ineligible to hold a certificate for any reason which is or might constitute grounds for a revocation of the certificate other than a conviction of a felony crime states within WAC 181-86-013(1).

Denial Order: A conclusion of law that the applicant does not qualify for the certificate, including renewal and reinstatement, or endorsement request.

WAC 181-86-170 BURDEN AND STANDARD OF PROOF

The following burden and standard of proof shall be applicable:

1. If an application for certification or reinstatement has been denied for lack of good moral character or personal fitness, the evidence submitted by the applicant must prove by clear and convincing evidence that he or she is of good moral character and personal fitness or the application will be denied.
2. In a suspension or revocation proceeding, the superintendent of public instruction must prove by clear and convincing evidence that the education practitioner is not of good moral character or personal fitness or has committed an act of unprofessional conduct.
3. In all other proceedings, including reprimand, the standard of proof shall be a preponderance of evidence.

WAC 181-86-140 APPEAL - GENERAL

Any person who applies directly to the superintendent of public instruction for a certificate, particular endorsement, certificate renewal, or certificate reinstatement whose application is denied or any person who is notified that their certificate is suspended or revoked or that a reprimand order has been issued shall be advised that they are entitled to appeal that decision to the superintendent of public instruction if they follow the procedures established in this chapter.

The appeal procedure may not be used to seek reinstatement of a certificate if that certificate has been revoked in the preceding twelve months by the superintendent of public instruction.

The appeal procedure to the superintendent of public instruction consists of two levels, one informal and one formal. The use of the informal level is a condition precedent to use of the formal level. In addition, RCW 34.05.570 provides for judicial review of such decisions.

WAC 181-86-145 APPEAL PROCEDURE - INFORMAL SPI REVIEW

Any person who appeals the decision or order to deny ((his or her)) their application, the issuance of a reprimand, or the order to suspend or revoke ((his or her)) their certificate must file a written notice with the superintendent of public instruction within thirty calendar

days following the date of postmarked mailing or other notification, whichever is earlier, from the section of the superintendent of public instruction's office responsible for certification of the decision or order. A written notice of appeal is deemed filed upon actual receipt during office hours by the section of the superintendent of public instruction's office responsible for certification of the decision or order.

The written notice must set forth the reasons why the appellant believes their application should have been granted or why their certificate should not be suspended or revoked, or why the reprimand should not be issued whichever is applicable.

Following timely notice of appeal, the superintendent of public instruction shall appoint a review officer who shall proceed as follows:

1. If the appeal does not involve good moral character, personal fitness, or unprofessional conduct, the review officer shall review the application and appeal notice and may request further written information including, but not limited to, an explanation from the person or persons who initially reviewed the application of the reason(s) why the application was denied. If the review officer deems it advisable, they shall schedule an informal meeting with the appellant, the person or persons who denied the application, and any other interested party designated by the review officer to receive oral information concerning the application. Any such meeting must be held within thirty calendar days of the date of receipt by the superintendent of public instruction of the timely filed appeal notice.
2. If the appeal involves good moral character, personal fitness, or acts of unprofessional conduct, the review officer shall schedule an informal meeting of the applicant or education practitioner, the office of superintendent of public instruction, and/or counsel for the applicant or education practitioner with the admissions and professional conduct advisory committee. Such meeting shall be scheduled in accordance with the calendar of meetings of the advisory committee. However, the notice of appeal must be received at least thirty calendar days in advance of a scheduled meeting.
3. Send by certified mail a written decision (i.e., findings of fact and conclusions of law) on the appeal within thirty calendar days from the date of post-marked mailing the timely filed appeal notice or informal meeting, whichever is later. The review officer may uphold, reverse, or modify the decision to deny the application, the order to reprimand, or the order to suspend or revoke the certificate.

4. The timelines stated herein may be extended by the review officer for cause.
5. In the case of an action for suspension or revocation of a certificate, the review officer, if so requested by an appellant, shall delay any review under this section until all quasi-judicial administrative or judicial proceedings (i.e., criminal and civil actions), which the review officer and the appellant agree are factually related to the suspension or revocation proceeding, are completed, including appeals, if the appellant signs the agreement stated in WAC 181-86-160. In requesting such delay, the appellant shall disclose fully all pending quasi-judicial administrative proceedings in which the appellant is involved.
6. Forms of written notice accepted will be as published by the superintendent of public instruction.

WAC 181-86-150 APPEAL PROCEDURE - FORMAL SPI REVIEW

Formal appeals to the superintendent of public instruction shall be provided as follows:

1. Any person who has filed an appeal in accordance with WAC 181-86-140 and desires to have the decision of the review officer formally reviewed by the superintendent of public instruction may do so. To instigate review under this section, a person must file a written notice with the superintendent of public instruction within thirty calendar days following the date of post-marked mailing of the review officer's written decision. A written notice of appeal is deemed filed upon actual receipt during office hours by the section of the superintendent of public instruction's office responsible for certification of the decision or order.
2. For purposes of hearing an appeal under this section, the superintendent of public instruction shall conduct a formal administrative hearing in conformance with the Administrative Procedure Act, chapter 34.05 RCW. The superintendent of public instruction, in carrying out this duty, may contract with the office of administrative hearings under RCW 28A.300.120 to hear a particular appeal. Decisions in cases formally appealed under this section may be made by the administrative law judge selected by the chief administrative law judge if the superintendent of public instruction delegates this authority under RCW 28A.300.120.
3. The decision of the superintendent of public instruction or the administrative law judge, whichever is applicable, shall be sent by certified mail to the appellant's last known

address and if the decision is to reprimand, suspend, or revoke, the appellant shall be notified that such order takes effect upon signing of the final order.

The superintendent of public instruction or the administrative law judge, whichever is applicable, may uphold, reverse, or modify the decision to deny the application, the order to reprimand, or the order to suspend or revoke the certificate.

4. Forms of written notice accepted will be as published by the superintendent of public instruction.

WAC 181-86-185 PUBLIC NOTICE AND REPORT

The superintendent of public instruction shall notify all other states whenever an applicant has been denied a certificate for failure to possess good moral character or personal fitness or whenever a certificate has been suspended, surrendered, or revoked and shall provide the full name and certificate number, if applicable, to the agency responsible for certification in each state. The superintendent of public instruction shall notify appropriate public or private school officials within the state the name and certification number of all education practitioners whose certificates have been suspended, surrendered, or revoked.

HOW TO FILE A COMPLAINT?

HOW TO FILE A COMPLAINT AGAINST A SCHOOL EMPLOYEE

A written complaint must first be filed with the school district superintendent, educational service district superintendent, or the private school administrator, stating the grounds and factual basis for the complaint.

The Office of Superintendent of Public Instruction has authority to investigate certificated school district employees for acts of unprofessional conduct or lack of good moral character or personal fitness. When an educational service district superintendent, school district superintendent, or the chief administrator of an approved private school possess sufficient reliable information to believe a certificated employee within such educational service district, school district or private school is not of good moral character or personally fit or has committed an act of unprofessional conduct (WAC 181-87), such superintendent or chief administrator, within a reasonable period of time after making such determination, shall file a written complaint with the Office of Superintendent of Public Instruction.

COMPLAINTS ALLEGING PHYSICAL ABUSE OR SEXUAL MISCONDUCT RCW 28A.410.090 (2)

A parent or another person may file a written complaint with the superintendent of public instruction alleging physical abuse or sexual misconduct by a certificated school employee if:

1. The parent or other person has already filed a written complaint with the educational service district superintendent concerning that employee;
2. The educational service district superintendent has not caused an investigation of the allegations and has not forwarded the complaint to the superintendent of public instruction for investigation; and
3. The written complaint states the grounds and factual basis upon which the parent or other person believes an investigation should be conducted.

WAC 181-86-110 DUTY OF ESD SUPERINTENDENT, DISTRICT SUPERINTENDENT AND PRIVATE SCHOOL ADMINISTRATOR TO FILE COMPLAINTS

1. When an educational service district superintendent, a district superintendent, chief administrative officer of a charter school, or the chief administrative officer of an approved private school possesses sufficient reliable information to believe that a certificated employee within such district or approved private school is not of good moral character or personally fit or has committed an act of unprofessional conduct, such superintendent or chief administrative officer, within a reasonable period of time of making such determination, shall file a written complaint with the superintendent of public instruction.
2. If an educational service district, charter school, or school district is considering action to discharge an employee of such district, the educational service district, charter school, or school district superintendent need not file such complaint until ten calendar days after making the final decision to serve or not serve formal notice of discharge.

MANDATORY REPORTING

MANDATORY REPORTING (RCW 26.44.030)

When any professional school personnel has reasonable cause to believe that a child has suffered abuse or neglect, he or she SHALL report such incident or cause a report to be made to the proper law enforcement agency or to the Department of Social and Health Services within 48 hours.

DUTY TO REPORT PHYSICAL ABUSE OR SEXUAL MISCONDUCT BY SCHOOL EMPLOYEES (RCW 28A.400.317)

A certificated or classified school employee who has knowledge or reasonable cause to believe that a student has been a victim of physical abuse or sexual misconduct by another school employee, shall report such abuse or misconduct to the appropriate school administrator. The school administrator shall cause a report to be made to the proper law enforcement agency if he or she has reasonable cause to believe that the misconduct or abuse has occurred as required under RCW 26.44.030. During the process of making a reasonable cause determination, the school administrator shall contact all parties involved in the complaint.

OFFICE OF PROFESSIONAL PRACTICES
Office of Superintendent of Public Instruction
Old Capitol Building, PO Box 47200
Olympia WA, 98504-7200

EMPLOYEE RIGHTS

UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

EMPLOYER RESPONSIBILITIES

ENFORCEMENT

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



SCHOOL DISTRICT INSURANCE PROGRAM

INSURANCE COVERAGE SYNOPSIS

LIABILITY INSURANCE:

The district's insurance program provides liability coverage for all employees while they are performing within the scope of their duties for the Aberdeen School District. The policy provides coverage up to \$20 million per occurrence.

AUTO LIABILITY INSURANCE:

An employee of the district is covered under the district policy while driving a district-owned vehicle (or a vehicle rented or leased by the district). The policy provides coverage for \$20 million per occurrence.

PERSONAL PROPERTY COVERAGE:

The district's insurance policy will provide coverage for the personal property of teachers used in the instructional program. The property is insured according to the terms and conditions of the insurance policy for a maximum of \$5,000 per each teacher. Coverage for damage to employee property is covered when the loss is in conjunction with a district loss and is based on actual cash value only.

ERRORS AND OMISSION INSURANCE:

Employees of the district are covered under this professional liability policy for up to \$20 million per occurrence. The policy has a yearly aggregate of \$20 million. This means the policy will pay a total of \$20 million per year under this coverage.

BOND AND CRIME INSURANCE:

The district has Fidelity Bond coverage for protection against the dishonest acts of its employees; and Crime insurance protects the district from the loss of money (securities, etc.) due to robbery or other crimes committed against the district.

Danielson's Framework for Teaching (2011) At a Glance

Version 1.1

Criterion 1-8		
Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<p>Domain 2: The Classroom Environment</p> <p>2b: Establishing a culture for learning</p> <p>Domain 3: Instruction</p> <p>3a: Communicating with students 3c: Engaging students in learning</p>	<p>Domain 3: Instruction</p> <p>3b: Using questioning and discussion techniques</p> <p>Domain 4: Professional Responsibilities</p> <p>4a: Reflecting on teaching</p>	<p>Domain 1: Planning and Preparation</p> <p>1b: Demonstrating knowledge of students</p> <p>Domain 3: Instruction</p> <p>3e: Demonstrating flexibility and responsiveness</p> <p>Student Growth</p> <p>SG 3.1: Establish student growth goal(s) SG 3.2: Achievement of student growth goal(s)</p>
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<p>Domain 1: Planning and Preparation</p> <p>1a: Demonstrating knowledge of content and pedagogy 1c: Setting instructional outcomes 1d: Demonstrating knowledge of resources 1e: Designing coherent instruction</p>	<p>Domain 2: The Classroom Environment</p> <p>2a: Creating an environment of respect and rapport 2c: Managing classroom procedures 2d: Managing student behavior 2e: Organizing physical space</p>	<p>Domain 1: Planning and Preparation</p> <p>1f: Designing student assessments</p> <p>Domain 3: Instruction</p> <p>3d: Using assessment in instruction</p> <p>Domain 4: Professional Responsibilities</p> <p>4b: Maintaining accurate records</p> <p>Student Growth</p> <p>SG 6.1: Establish student growth goal(s) SG 6.2: Achievement of student growth goal(s)</p>

Danielson's Framework for Teaching (2011) At a Glance

Version 1.1

Criterion 1-8	Criterion 8 (A)	Criterion 8
Criterion 7 Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. *	Student Growth*
<p>Domain 4: Professional Responsibilities</p> <p>4c: Communicating with families</p>	<p>Domain 4: Professional Responsibilities</p> <p>4d: Participating in a professional community</p> <p>4e: Growing and developing professionally</p> <p>4f: Showing professionalism</p>	<p>Student Growth</p> <p>SG 8.1: Establish team student growth goals(s)</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

Version 1.1

Criterion 1-8			
Criterion 1: Centering instruction on high expectations for student achievement.			
2b: Establishing a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectation for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
3a: Communicating with Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving student confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

Version 1.1

Criterion 1-8			
Criterion 1: Centering instruction on high expectations for student achievement.			
3c: Engaging Students in Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Criterion 2: Demonstrating effective teaching practices.			
3b: Using Questioning and Discussion Techniques			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

Version 1.1

Criterion 1-8			
4a: Reflecting on Teaching			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
1b: Demonstrating Knowledge of Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	<p>Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.</p>
3e: Demonstrating Flexibility and Responsiveness			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using instructional strategies and soliciting resources from the school or community.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

Version 1.1

Criterion 1-8			
Student Growth C3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1a: Demonstrating Knowledge of Content and Pedagogy			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>

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Criterion 1-8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1c: Setting Instructional Outcomes			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>
1d: Demonstrating Knowledge of Resources			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</p>	<p>Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.</p>	<p>Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.</p>	<p>Teacher displays extensive knowledge of resources—not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.</p>

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Criterion 1-8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1e: Designing Coherent Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (Including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>
Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: Creating an Environment of Respect and Rapport			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>

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Criterion 1-8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2c: Managing Classroom Procedures			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
2d: Managing Student Behavior			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>

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Criterion 1-8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2e: Organizing Physical Space			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
1f: Designing Student Assessments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>

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Criterion 1-8			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
3d: Using Assessment in Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>
4b: Maintaining Accurate Records			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for non-instructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>

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Criterion 1-8			
Student Growth C6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.
Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Communicating with Families			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher communication with families— about the instructional program, about individual students—is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.	Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.	Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program. Information to families is conveyed in a culturally appropriate manner.	Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher's efforts to engage families in the instructional program are frequent and successful.

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Criterion 1-8			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4d: Participating in a Professional Community			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</p>
4e: Growing and Developing Professionally			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues—either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>

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Criterion 1-8			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4f: Showing Professionalism			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school.</p> <p>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.</p> <p>Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>
Student Growth C8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>

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Criterion 1 8			
Criterion 1: Centering instruction on high expectations for student achievement.			
2b: Establishing a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued. Medium or low expectation for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
Critical Attributes			
<p>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments.</p> <p>The teacher conveys to at least some students that the work is too challenging for them.</p> <p>Students exhibit little to no pride in their work.</p> <p>Class time is devoted more to socializing than to learning.</p>	<p>Teacher's energy for the work is neutral, indicating neither a high level of commitment nor "blowing it off."</p> <p>The teacher conveys high expectations for only some students.</p> <p>Students comply with the teacher's expectations for learning, but they don't indicate commitment on their own initiative for the work.</p> <p>Many students indicate that they are looking for an "easy path."</p>	<p>The teacher communicates the importance of learning and the assurance that with hard work all students can be successful in it.</p> <p>The teacher demonstrates a high regard for students abilities.</p> <p>The teacher conveys an expectation of high levels of student effort.</p> <p>Students expend good effort to complete work of high quality.</p>	<p>In addition to the characteristics of "proficient": The teacher communicates a genuine passion for the subject.</p> <p>Students indicate that they are not satisfied unless they have complete understanding.</p> <p>Student questions and comments indicate a desire to understand the content rather than, for example, simply learn a procedure for getting the correct answer.</p> <p>Students recognize the efforts of their classmates.</p> <p>Students take initiative in improving the quality of their work.</p>

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Criterion 1 8			
Criterion 1: Centering instruction on high expectations for student achievement.			
3a: Communicating with Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving student confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>
Critical Attributes			
<p>At no time during the lesson does the teacher convey to the students what they will be learning.</p> <p>Students indicate through their questions that they are confused about the learning task.</p> <p>The teacher makes a serious content error that will affect students' understanding of the lesson.</p> <p>Students indicate through body language or questions that they don't understand the content being presented.</p> <p>Teacher's communications include errors of vocabulary or usage.</p> <p>The teacher's vocabulary is inappropriate to the age of culture of the students.</p>	<p>The teacher refers in passing to what the students will be learning, or has written it on the board with no elaboration or explanation.</p> <p>The teacher must clarify the learning task so that students can complete it.</p> <p>The teacher makes no serious content errors but may make a minor error.</p> <p>The teacher's explanation of the content consists of a monologue or is purely procedural, with minimal participation by students.</p> <p>Vocabulary is too advanced or too juvenile for the students.</p>	<p>The teacher states clearly, at some point during the lesson, what the students will be learning.</p> <p>If the tactic is appropriate, the teacher models the process to be followed in task.</p> <p>Students engage with the learning task, indicating that they understand what they are to do.</p> <p>The teacher makes no content errors.</p> <p>The teacher's explanation of content is clear and invites student participation and thinking.</p> <p>The teacher's vocabulary and usage are correct and completely suited to the lesson.</p> <p>The teacher's vocabulary is appropriate to the students' age and levels of development.</p>	<p>In addition to the characteristics of "proficient."</p> <p>The teacher points out possible areas for misunderstanding.</p> <p>The teacher explains content clearly and imaginatively, using metaphors and analogies to bring content to life.</p> <p>All students seem to understand the presentation.</p> <p>The teacher invites students to explain the content to the class or to classmates.</p> <p>The teacher uses rich language, offering brief vocabulary lessons where appropriate.</p>

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Criterion 1 8			
Criterion 1: Centering instruction on high expectations for student achievement.			
3c: Engaging Students in Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional out- comes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Critical Attributes			
<p>Few students are intellectually engaged in the lesson.</p> <p>Learning tasks require only recall or have a single correct response or method.</p> <p>The materials used ask students to perform only rote tasks.</p> <p>Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose.</p> <p>Instructional materials used are unsuitable to the lesson and/or the students.</p> <p>The Lesson drags or is rushed.</p>	<p>Some students are intellectually engaged in the lesson.</p> <p>Learning tasks are a mix of those requiring thinking and recall.</p> <p>Students are in large part of passively engaged with the content, learning primarily facts or procedures.</p> <p>Students have no choice in how they complete tasks.</p> <p>The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives.</p> <p>The materials and resources are partially aligned to the lesson objectives and only in some cases demand students thinking.</p> <p>The pacing of the lesson is uneven – suitable in parts, but rushed or dragging in others.</p>	<p>Most students are intellectually engaged in the lesson.</p> <p>Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.</p> <p>Students have some choice in how they complete learning tasks.</p> <p>There is a mix of different types of groupings, suitable to the lesson of objectives.</p> <p>Materials and resources support the learning goals and require intellectual engagement, as appropriate.</p> <p>The pacing of the lesson provides students the time needed to be intellectually engaged.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>Virtually all students are highly engaged in the lesson.</p> <p>Students take initiative to modify a learning task to make it more meaningful of relevant to their needs.</p> <p>Students suggest modifications to the grouping patterns used.</p> <p>Students have extensive choice in how they complete tasks.</p> <p>Students suggest modifications or additions to the materials being used.</p> <p>Students have an opportunity for both reflection and closure after the lesson to consolidate their understanding.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 2: Demonstrating effective teaching practices.			
3b: Using Questioning and Discussion Techniques			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>
Critical Attributes			
<p>Questions are rapid-fire, and convergent, with a single correct answer.</p> <p>Questions do not invite student thinking.</p> <p>All discussion is between teacher and students; students are not invited to speak directly to one another.</p> <p>A few students dominate the discussion.</p>	<p>The teacher frames some questions designed to promote student thinking, but only a small number of students are involved.</p> <p>The teacher invites students to respond directly to one another's ideas, but few students respond.</p> <p>The teacher calls on many students, but only a few actually participate in the discussion.</p>	<p>The teacher uses open-ended questions, inviting students to think and/or offer multiple possible answers.</p> <p>The teacher makes effective use of wait time.</p> <p>The teacher effectively builds on student responses to questions.</p> <p>Discussions enable students to talk to one another without ongoing mediation by the teacher.</p> <p>The teacher calls on most students, even those who don't initially volunteer.</p> <p>Many students actively engage in the discussion.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Students initiate higher-order questions.</p> <p>Students extend the discussion, enriching it.</p> <p>Students invite comments from their classmates during a discussion.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 2: Demonstrating effective teaching practices.			
4a: Reflecting on Teaching			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>
Critical Attributes			
<p>The teacher considers the lesson but draws incorrect conclusions about its effectiveness.</p> <p>The teacher makes no suggestions for improvement.</p>	<p>The teacher has a general sense of whether or not instructional practices were effective.</p> <p>The teacher offers general modifications for future instruction.</p>	<p>The teacher accurately assesses the effectiveness of instructional activities used.</p> <p>The teacher identifies specific ways in which a lesson might be improved.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Teacher's assessment of the lesson is thoughtful and includes specific indicators of effectiveness.</p> <p>Teacher's suggestions for improvement draw on an extensive repertoire.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
1b: Demonstrating Knowledge of Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	<p>Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.</p>
Critical Attributes			
<p>Teacher does not understand child development characteristics and has unrealistic expectations for students.</p> <p>Teacher does not try to ascertain varied ability levels among students in the class.</p> <p>Teacher is not aware of student interests or cultural heritages.</p> <p>Teacher takes no responsibility to learn about students' medical or learning disabilities.</p>	<p>Teacher cites developmental theory but does not seek to integrate it into lesson planning.</p> <p>The teacher is aware of the different ability levels in the class but tends to teach to the "whole group."</p> <p>The teacher recognizes that children have different interests and cultural backgrounds but rarely draws on their contributions or differentiates materials to accommodate those differences.</p> <p>The teacher is aware of medical issues and learning disabilities with some students but does not seek to understand the implications of that knowledge.</p>	<p>The teacher knows, for groups of students, their levels of cognitive development.</p> <p>The teacher is aware of the different cultures groups in the class.</p> <p>The teacher has a good idea of the range of interests of students in the class.</p> <p>The teacher has identified "high," "medium," and "low" groups of students within the class.</p> <p>The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning.</p> <p>The teacher is aware of the special needs represented by students in the class.</p>	<p>In addition to the characteristics of "proficient."</p> <p>The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly.</p> <p>The teacher seeks out information about their cultural heritage from all students.</p> <p>The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
3e: Demonstrating Flexibility and Responsiveness			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using instructional strategies and soliciting resources from the school or community.</p>
Critical Attributes			
<p>Teacher ignores indications of student boredom or lack of understanding.</p> <p>Teacher brushes aside student questions.</p> <p>Teacher makes no attempt to incorporate student interests into the lesson.</p> <p>The teacher conveys to students that when they have difficulty learning it is their fault.</p> <p>In reflecting on practice, the teacher does not indicate that it is important to reach all students.</p>	<p>Teacher's efforts to modify the lesson are only partially successful.</p> <p>Teacher makes perfunctory attempts to incorporate student questions and interests into the lesson.</p> <p>The teacher conveys a sense to students of their own responsibility for their learning but is uncertain about how to assist them.</p> <p>In reflecting on practice, the teacher indicates the desire to reach all students but does not suggest strategies to do so.</p>	<p>When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.</p> <p>Teacher incorporates students' interests and questions into the heart of the lesson.</p> <p>The teacher conveys to students that s/he has other approaches to try when the students experience difficulty.</p> <p>In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty.</p>	<p>In addition to the characteristics of "proficient."</p> <p>The teacher's adjustments to the lesson are designed to assist individual students.</p> <p>Teacher seizes on a teachable moment to enhance a lesson.</p> <p>The teacher conveys to students that s/he won't consider a lesson "finished" until every student understands and that s/he has a broad range of approaches to use.</p> <p>In reflecting on practice, the teacher can cite others in the school and beyond whom s/he has contacted for assistance in reaching some students.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Student Growth C3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
Does not establish learning goals(s). Does not specify assessment(s) to monitor progress toward goal(s).	<p>Identification of subgroups is partially aligned to data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable).</p> <p>Goals may be missing one or more of the following qualities: specific, measurable, and time-bound.</p> <p>Goals are not based on prior available student learning.</p> <p>Goals partially aligned to content standards.</p> <p>Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s).</p> <p>Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals.</p>	<p>Identification of subgroups uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable).</p> <p>Goals are specific, measurable, and time-bound.</p> <p>Based on multiple sources of available data that reveal prior student learning.</p> <p>Goals aligned to content standards.</p> <p>Grain size of goal is appropriate for the context, instructional interval and content standard(s).</p> <p>Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area.</p> <p>Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>Established multiple two-way communication paths to collaborate with families, students, and/or other staff to establish goals specific to individual learning needs.</p> <p>Students reflect on their own learning and articulate their understanding of their goals and progress toward goals.</p>
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

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Criterion 1 8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1a: Demonstrating Knowledge of Content and Pedagogy			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>
Critical Attributes			
<p>Teacher makes content errors.</p> <p>Teacher brushes aside student questions.</p> <p>Teacher does not consider prerequisite relationships when planning.</p> <p>Teacher's plans use inappropriate strategies for the discipline.</p>	<p>Teacher is familiar with the discipline but does not see conceptual relationships.</p> <p>Teacher's knowledge of prerequisite relationships is inaccurate or incomplete.</p> <p>Lesson and unit plans use limited instructional strategies, and some may not be suitable to the content.</p>	<p>The teacher can identify important concepts of the discipline and their relationships to one another.</p> <p>The teacher consistently provides clear explanations of the content.</p> <p>The teacher answers student questions accurately and provides feedback that furthers their learning.</p> <p>The teacher seeks out content-related professional development.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Teacher cites intra- and interdisciplinary content relationships.</p> <p>Teacher is proactive in uncovering student misconceptions and addressing them before proceeding.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1c: Setting Instructional Outcomes			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>
Critical Attributes			
<p>Outcomes lack rigor.</p> <p>Outcomes do not represent important learning in the discipline.</p> <p>Outcomes are not clear or are stated as activities.</p> <p>Outcomes are not suitable for many students in the class.</p>	<p>Outcomes represent a mixture of low expectations and rigor.</p> <p>Some outcomes reflect important learning in the discipline.</p> <p>Outcomes are suitable for most of the class.</p>	<p>Outcomes represent high expectations and rigor.</p> <p>Outcomes are related to the “big ideas” of the discipline.</p> <p>Outcomes are written in terms of what students will learn rather than do.</p> <p>Outcomes represent a range: factual, conceptual understanding, reasoning, social, management, communication.</p> <p>Outcomes are suitable to groups of students in the class and are differentiated where necessary.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>Teacher plans make reference to curricular frameworks or blueprints to ensure accurate sequencing.</p> <p>Teacher connects outcomes to previous and future learning.</p> <p>Outcomes are differentiated to encourage individual students to take educational risks.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1d: Demonstrating Knowledge of Resources			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources—not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.
Critical Attributes			
<p>The teacher uses only district-provided materials, even when more variety would assist some students.</p> <p>The teacher does not seek out resources available to expand his or her own skill.</p> <p>Although aware of some student needs, the teacher does not inquire about possible resources.</p>	<p>The teacher uses materials in the school library but does not search beyond the school for resources.</p> <p>The teacher participates in content-area workshops offered by the school but does not pursue other professional development.</p> <p>The teacher locates materials and resources for students that are available through the school but does not pursue any other avenues.</p>	<p>Texts are at varied levels.</p> <p>Texts are supplemented by guest speakers and field experiences.</p> <p>Teacher facilitates Internet resources. Resources are multidisciplinary.</p> <p>Teacher expands knowledge with professional learning groups and organizations.</p> <p>Teacher pursues options offered by universities.</p> <p>Teacher provides lists of resources outside the class for students to draw on.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>Texts are matched to student skill level.</p> <p>The teacher has ongoing relationship with colleges and universities that support student learning.</p> <p>The teacher maintains log of resources for student reference.</p> <p>The teacher pursues apprenticeships to increase discipline knowledge.</p> <p>The teacher facilitates student contact with resources outside the classroom.</p>

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Criterion 1 8			
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1e: Designing Coherent Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (Including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>
Critical Attributes			
<p>Learning activities are boring and/or not well aligned to the instructional goals.</p> <p>Materials are not engaging or do not meet instructional outcomes.</p> <p>Instructional groups do not support learning.</p> <p>Lesson plans are not structured or sequenced and are unrealistic in their expectations.</p>	<p>Learning activities are moderately challenging.</p> <p>Learning resources are suitable, but there is limited variety.</p> <p>Instructional groups are random or only partially support objectives.</p> <p>Lesson structure is uneven or may be unrealistic in terms of time expectations.</p>	<p>Learning activities are matched to instructional outcomes.</p> <p>Activities provide opportunity for higher-level thinking.</p> <p>Teacher provides a variety of appropriately challenging materials and resources.</p> <p>Instructional student groups are organized thoughtfully to maximize learning and build on student strengths.</p> <p>The plan for the lesson or unit is well structured, with reasonable time allocations.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Activities permit student choice.</p> <p>Learning experiences connect to other disciplines.</p> <p>The teacher maintains log of resources for student reference.</p> <p>Teacher provides a variety of appropriately challenging resources that are differentiated for students in the class.</p> <p>Lesson plans differentiate for individual student needs.</p>

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Criterion 1 8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: Creating an Environment of Respect and Rapport			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students’ ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students’ ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Inter- actions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>
Critical Attributes			
<p>Teacher uses disrespectful talk towards students; student’s body language indicates feelings of hurt or insecurity.</p> <p>Students use disrespectful talk towards one another with no response from the teacher.</p> <p>Teacher displays no familiarity with or caring about individual students’ interests or personalities.</p>	<p>The quality of interactions between teacher and students, or among students, is uneven, with occasional disrespect.</p> <p>Teacher attempts to respond to disrespectful behavior among students, with uneven results.</p> <p>Teacher attempts to make connections with individual students, but student reactions indicate that the efforts are not completely successful or are unusual.</p>	<p>Talk between teacher and students and among students is uniformly respectful.</p> <p>Teacher responds to disrespectful behavior among students.</p> <p>Teacher makes superficial connections with individual students.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>Teacher demonstrates knowledge and caring about individual students’ lives beyond school.</p> <p>When necessary, students correct one another in their conduct toward classmates.</p> <p>There is no disrespectful behavior among students.</p> <p>The teacher’s response to a student’s incorrect response respects the student’s dignity.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2c: Managing Classroom Procedures			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
Critical Attributes			
<p>Students not working with the teacher are not productively engaged or are disruptive to the class.</p> <p>There are no established procedures for distributing and collecting materials.</p> <p>Procedures for other activities are confused or chaotic.</p>	<p>Small groups are only partially engaged while not working directly with the teacher.</p> <p>Procedures for transitions and for distribution/ collection of materials seem to have been established, but their operation is rough.</p> <p>Classroom routines function unevenly.</p>	<p>The students are productively engaged during small-group work.</p> <p>Transitions between large- and small-group activities are smooth.</p> <p>Routines for distribution and collection of materials and supplies work efficiently.</p> <p>Classroom routines function smoothly.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Students take the initiative with their classmates to ensure that their time is used productively.</p> <p>Students themselves ensure that transitions and other routines are accomplished smoothly.</p> <p>Students take initiative in distributing and collecting materials efficiently.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2d: Managing Student Behavior			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>
Critical Attributes			
<p>The classroom environment is chaotic, with no apparent standards of conduct.</p> <p>The teacher does not monitor student behavior.</p> <p>Some students violate classroom rules, without apparent teacher awareness.</p> <p>When the teacher notices student misbehavior, s/he appears helpless to do anything about it.</p>	<p>Teacher attempts to maintain order in the classroom but with uneven success; standards of conduct, if they exist, are not evident.</p> <p>Teacher attempts to keep track of student behavior, but with no apparent system.</p> <p>The teacher's response to student misbehavior is inconsistent, at times very harsh, other times lenient.</p>	<p>Standards of conduct appear to have been established.</p> <p>Student behavior is generally appropriate.</p> <p>The teacher frequently monitors student behavior.</p> <p>Teacher's response to student misbehavior is effective.</p> <p>Teacher acknowledges good behavior.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Student behavior is entirely appropriate; there no evidence of student misbehavior.</p> <p>The teacher monitors student behavior without speaking – just moving about.</p> <p>Students respectfully intervene as appropriate with classmates to ensure compliance with standards of conduct.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 5: Fostering and managing a safe, positive learning environment.			
2e: Organizing Physical Space			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
Critical Attributes			
<p>There are physical hazards in the classroom, endangering student safety.</p> <p>Many students can't see or hear the teacher or the board.</p> <p>Available technology is not being used, even if its use would enhance the lesson.</p>	<p>The physical environment is safe, and most students can see and hear.</p> <p>The physical environment is not an impediment to learning but does not enhance it.</p> <p>The teacher makes limited use of available technology and other resources.</p>	<p>The classroom is safe, and all students are able to see and hear.</p> <p>The classroom is arranged to support the instructional goals and learning activities.</p> <p>The teacher makes appropriate use of available technology.</p>	<p>In addition to the characteristics of "proficient." Modifications are made to the physical environment to accommodate students with special needs.</p> <p>There is total alignment between the goals of the lesson and the physical environment.</p> <p>Students take the initiative to adjust the physical environment.</p> <p>Teachers and students make extensive and imaginative use of available technology.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
1f: Designing Student Assessments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.</p> <p>Teacher intends to use assessment results to plan future instruction for individual students.</p>
Critical Attributes			
<p>Assessments do not match instructional outcomes.</p> <p>Assessments have no criteria.</p> <p>No formative assessments have been designed.</p> <p>Assessment results do not affect future plans.</p>	<p>Only some of the instructional outcomes are addressed in the planned assessments.</p> <p>Assessment criteria are vague.</p> <p>Plans refer to the use of formative assessments, but they are not fully developed.</p> <p>Assessment results are used to design lesson plans for the whole class, not individual students.</p>	<p>All the learning outcomes have a method for assessment.</p> <p>Assessment types match learning expectations.</p> <p>Plans indicate modified assessments for some students as needed.</p> <p>Assessment criteria are clearly written.</p> <p>Plans include formative assessments to use during instruction.</p> <p>Lesson plans indicate possible adjustments based on formative assessment data.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Assessments provide opportunities for student choice.</p> <p>Students participate in designing assessments for their own work.</p> <p>Teacher-designed assessments are authentic with real-world application, as appropriate.</p> <p>Students develop rubrics according to teacher- specified learning objectives.</p> <p>Students are actively involved in collecting information from formative assessments and provide input.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
3d: Using Assessment in Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>
Critical Attributes			
<p>The teacher gives no indication of what high- quality work looks like.</p> <p>The teacher makes no effort to determine whether students understand the lesson.</p> <p>Feedback is only global. The teacher does not ask students to evaluate their own or classmates' work.</p>	<p>There is little evidence that the students understand how their work will be evaluated.</p> <p>Teacher monitors understanding through a single method, or without eliciting evidence of understanding from all students.</p> <p>Teacher requests global indications of student understanding.</p> <p>Feedback to students is not uniformly specific and not oriented towards future improvement of work.</p> <p>The teacher makes only minor attempts to engage students in self-assessment or peer assessment.</p>	<p>Students indicate that they clearly understand the characteristics of high- quality work.</p> <p>The teacher elicits evidence of student understanding during the lesson. Students are invited to assess their own work and make improvements.</p> <p>Feedback includes specific and timely guidance, at least for groups of students.</p> <p>The teacher attempts to engage students in self- assessment or peer assessment.</p>	<p>In addition to the characteristics of "proficient."</p> <p>There is evidence that students have helped establish the evaluation criteria.</p> <p>Teacher monitoring of student understanding is sophisticated and continuous: the teacher is constantly "taking the pulse" of the class.</p> <p>Teacher makes frequent use of strategies to elicit information about individual student understanding.</p> <p>Feedback to students is specific and timely, and is provided from many sources including other students.</p> <p>Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
4b: Maintaining Accurate Records			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for non-instructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>
Critical Attributes			
<p>There is no system for either instructional or non-instructional records.</p> <p>The record-keeping systems are in disarray so as to provide incorrect or confusing information.</p>	<p>The teacher has a process for recording completion of student work. However, it is out of date or does not permit students to gain access to the information.</p> <p>The teacher's process for tracking student progress is cumbersome to use.</p> <p>The teacher has a process for tracking some, but not all, non-instructional information, and it may contain some errors.</p>	<p>The teacher's process for recording student work completion is efficient and effective; students have access to information about completed and/or missing assignments.</p> <p>The teacher has an efficient and effective process for recording student attainment of learning goals; students are able to see how they're progressing.</p> <p>The teacher's process for recording non-instructional information is both efficient and effective.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Students contribute to and maintain records indicating completed and overdue work assignments.</p> <p>Students both contribute to and maintain data files indicating their own progress in learning.</p> <p>Students contribute to maintaining non-instructional records for the class.</p>

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With Critical Attributes - Version 1.1

Criterion 1 8			
Student Growth C6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
Does not establish student learning goals. Does not specify assessment(s) to monitor progress toward goal(s).	Goals may be missing one or more of the following qualities: specific, measurable, and time-bound. Goals are not based on prior available student learning. Goals are partially aligned to content standards. Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval, and content standard(s). Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals.	Goals are specific, measurable, and time-bound. Based on multiples sources of available data that reveal prior student learning. Goals are aligned to content standards. Grain size of goal is appropriate for the context, instructional interval, and content standard(s). Goal demonstrates a significant impact on student learning (transferable skills) within the content area. Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.	In addition to the characteristics of “proficient.” Effort to communicate (two-way)/collaborates with other staff, families, and/or students to establish goals specific to whole class learning needs. Students articulate their understanding of their goals and progress toward goals.
Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

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Criterion 1 8			
Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Communicating with Families			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher communication with families— about the instructional program, about individual students—is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>
Critical Attributes			
<p>Little or no information regarding the instructional program is available to parents.</p> <p>Families are unaware of their children's progress.</p> <p>Family engagement activities are lacking. Communication is culturally inappropriate.</p>	<p>School or district-created materials about the instructional program are sent home.</p> <p>Infrequent or incomplete information is sent home by teachers about the instructional program.</p> <p>Teacher maintains school-required grade book but does little else to inform families about student progress.</p> <p>Teacher communications are sometimes inappropriate to families' cultural norms.</p>	<p>Information about the instructional program is available on a regular basis.</p> <p>The teacher sends information about student progress home on a regular basis.</p> <p>Teacher develops activities designed to successfully engage families in their children's learning, as appropriate.</p>	<p>In addition to the characteristics of "proficient."</p> <p>On a regular basis, students develop materials to inform their families about the instructional program.</p> <p>Students maintain accurate records about their individual learning progress and frequently share this information with families.</p> <p>Students contribute to maintaining non-instructional records for the class.</p> <p>Students contribute to regular and ongoing projects designed to engage families in the learning process.</p>

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Criterion 1 8			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4d: Participating in a Professional Community			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</p>
Critical Attributes			
<p>The teacher's relationship with colleagues is characterized by negativity or combative-ness.</p> <p>The teacher purposefully avoids contributing to activities promoting professional inquiry.</p> <p>The teacher avoids involvement in school activities and school district and community projects.</p>	<p>The teacher has pleasant relationship with colleagues.</p> <p>When invited, the teacher participates in activities related to professional inquiry.</p> <p>When asked, the teacher participates in school activities, as well as school district and community projects.</p>	<p>The teacher has supportive and collaborative relationships with colleagues.</p> <p>The teacher regularly participates in activities related to professional inquiry.</p> <p>The teacher frequently volunteers to participate in school activities, as well as school district and community projects.</p>	<p>In addition to the characteristics of "proficient."</p> <p>The teacher takes a leadership role in promoting activities related to professional inquiry.</p> <p>The teacher regularly contributes to and over- sees events that positively impact school life.</p> <p>The teacher regularly contributes to and serves as head of significant school district and community projects.</p>

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Criterion 1 8			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4e: Growing and Developing Professionally			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues—either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>
Critical Attributes			
<p>The teacher is not involved in any activity that might enhance knowledge or skill.</p> <p>The teacher purposefully resists discussing performance with supervisors or colleagues.</p> <p>The teacher ignores invitations to join professional organizations or attend conferences.</p>	<p>The teacher participates in professional activities when they are required or when provided by the school district.</p> <p>The teacher reluctantly accepts feedback from supervisors and colleagues.</p> <p>The teacher contributes in a limited fashion to educational professional organizations.</p>	<p>The teacher seeks regular opportunities for continued professional development.</p> <p>The teacher welcomes colleagues and super- visors into the classroom for the purpose of gaining insight from their feedback.</p> <p>The teacher actively participates in professional organizations designed to contribute to the profession.</p>	<p>In addition to the characteristics of “proficient.”</p> <p>The teacher seeks regular opportunities for continued professional development, including initiating action research.</p> <p>The teacher actively seeks feedback from supervisors and colleagues.</p> <p>The teacher takes an active leadership role in professional organizations in order to contribute to the teaching profession.</p>

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Criterion 1 8			
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4f: Showing Professionalism			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school.</p> <p>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed.</p> <p>Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.</p> <p>Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>
Critical Attributes			
<p>Teacher is dishonest.</p> <p>Teacher does not notice the needs of students.</p> <p>The teacher engages in practices that are self-serving.</p> <p>The teacher willfully rejects school district regulations.</p>	<p>Teacher is honest.</p> <p>Teacher notices the needs of students but is inconsistent in addressing them.</p> <p>Teacher does not notice that some school practices result in poor conditions for students.</p> <p>Teacher makes decisions professionally but on a limited basis.</p> <p>Teacher complies with school district regulations.</p>	<p>Teacher is honest and known for having high standards of integrity.</p> <p>Teacher actively addresses student needs.</p> <p>Teacher actively works to provide opportunities for student success.</p> <p>Teacher willingly participates in team and departmental decision making.</p> <p>Teacher complies completely with school district regulations.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Teacher is considered a leader in terms of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students.</p> <p>Teacher makes a concerted effort to ensure that opportunities are available for all students to be successful.</p> <p>Teacher takes a leadership role in team and departmental decision making.</p> <p>Teacher takes a leadership role regarding school district regulations.</p>

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Criterion 1 8			
Student Growth C8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.
Critical Attributes			
<p>Team does not establish goal(s) for student learning.</p> <p>Team does not specify assessments to monitor progress toward goal(s) and/or goal is neither specific nor time-bound.</p> <p>Teacher does not communicate with team regarding team goals or plans.</p> <p>Teacher rarely shares student data, student work, or suggestions for strategies to achieve team goal(s).</p> <p>Teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.</p>	<p>Team goal(s) or measures are established without consensus.</p> <p>Team goal is missing on one or more of the following qualities: specific, measurable, time bound.</p> <p>Team goal is missing one or more of the following qualities: appropriate for the context, instructional interval, or content standard(s).</p> <p>Team goal is not connected to a significant impact on student learning of content.</p> <p>Teacher's communication with team is inconsistent regarding team goals and plans.</p> <p>Teacher occasionally shares student work or suggestions for strategies to achieve team goal(s).</p> <p>Teacher rarely shares reflection on instruction to achieve team goal(s).</p> <p>Teacher demonstrates inconsistent follow-through with team decisions regarding instruction and assessment.</p>	<p>Team goal(s) and measures are decided collaboratively.</p> <p>Team goal(s) are specific, measurable, and time-bound.</p> <p>Team goal(s) are appropriate for context, instructional interval, and content standard(s).</p> <p>Team goal(s) demonstrate significant impact on student learning of content (transferable skills).</p> <p>Teacher communicates responsibly with team regarding team goals and plans for measuring and monitoring.</p> <p>Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning.</p> <p>Teacher engages in data-based reflection with team and adjusts practice accordingly.</p> <p>Teacher implements team decisions regarding instruction and assessment.</p>	<p>In addition to the characteristics of "proficient."</p> <p>Team goal(s) and measures are decided collaboratively.</p> <p>Team goal(s) are specific, measurable, and time-bound.</p> <p>Team goal(s) are appropriate for context, instructional interval, and content standard(s).</p> <p>Goal(s) demonstrate significant impact on student learning of content (transferable skills).</p> <p>Teacher helps develop other team members' capacity to be effective.</p> <p>Teacher regularly makes his/her practice public by sharing models and facilitating data processes.</p> <p>Teacher promotes reflective analysis among team.</p> <p>Teacher shares a wide range of resources to build and sustain support for team goals.</p>