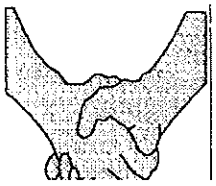
PREAMBLE



This document is an agreement between the District and the Association. The wages, hours, and terms and conditions of employment have been bargained and agreed to.

ARTICLE I — ADMINISTRATION

SECTION 1. DEFINITION OF PARTIES

This agreement entered into by and between Trout Lake Education Association, hereinafter called the "Association" and the School District of Trout Lake, Washington, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

SECTION 2. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel under contract or on leave. Such representation shall exclude the Superintendent and the principal. The term "teacher "when used hereinafter in the Agreement shall refer to all professional certificated personnel represented by the Association in the bargaining unit as above defined.

The Board agrees not to negotiate with or recognize any teacher's organization other than the Association for the duration of this Agreement.

SECTION 3. STATUS OF THE AGREEMENT

This agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Any individual teaching contract between the District and a teacher during the life of this Agreement shall be subject to the terms and conditions of this Agreement. If any individual teaching contract contains any language contrary to or inconsistent with this Agreement, this Agreement shall be controlling.

SECTION 4. COMPLIANCE OF AGREEMENT

All individual teacher personal service contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual teacher personal service contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual teacher personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

If individual contracts are issued prior to the completion of negotiations, the following shall be attached to the contract:

"This contract shall be subject to the terms and conditions of any Agreement between the District and the organization certified as the negotiating representative for the certificated personnel employed by the Board."

SECTION 5. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any teacher or groups of teachers covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of the Agreement is so held to be contrary to law, the parties upon mutual agreement shall commence negotiations on said provision as soon thereafter as is reasonably possible.

SECTION 6. DISTRIBUTION OF CONTRACT

The Association shall provide electronic copies to all teachers of this Agreement within sixty (60)

days following ratification, signing and proofreading by the District. A copy of this Agreement shall be made available and kept current on the District website.

ARTICLE II - BUSINESS

SECTION 1. ASSOCIATION RIGHTS

a) The Association and its representatives shall have the right to use District Buildings for meetings and to transact Association business.

b) Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association shall schedule building use through the administration.

c) The Association shall be the only teacher bargaining organization having the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. (*Excluding office computers.)*

The Association shall pay for the replacement cost of all materials and supplies incident to such use including flagrant damages which the Association might cause.

d) The Association shall be the only teacher bargaining organization having the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the District mail service and teacher mailboxes for communication to teachers.

The Association shall be allowed to meet with members for a minimum of one hour on the first half day during work time. The Association shall also be allowed to meet with new members at all reasonable times, including preparation time, so long as it does not interrupt the educational process.

e) The Board agrees to furnish to the Association in response to requests all public information.

f) The rights granted herein to the Association shall not be granted or extended to any competing teacher bargaining organization.

g) The Board shall place on the agenda of each regular Board meeting and shall consider under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office in writing forty-eight (48) hours prior to said regular meeting.

SECTION 2. DUES DEDUCTIONS AND REPRESENTATION FEES

The Association shall have the right of automatic payroll deduction of membership dues for teachers.

The Association shall provide an automatic payroll authorization form to each teacher. The teachers shall sign and deliver such authorization to the Association. Once a teacher has signed the authorization for automatic payroll deductions, dues deductions shall be continuous thereafter.

The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of pro-rated annual dues shall be supplied to the District payroll office by the Association to determine the monthly dues deductions.

The automatic payroll authorization form shall clearly state that it is understood by the teacher signing the authorization that the continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association on the form available from the Association between the beginning of the school year and September 30, and shall become effective at that time. The Association shall promptly submit notice of such revocation to the District payroll office.

Other deductions.

The District shall upon receipt of authorization from a teacher deduct from the teacher's salary and make appropriate remittance for medical plans, salary insurance, WEA-PAC and/or and tax-sheltered annuities.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. TEACHER EMPLOYMENT

No position held by a member of the bargaining unit shall be filled by employees outside of the bargaining unit. This provision shall not apply in a strike situation.

SECTION 2. DUE PROCESS

A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be in private. Just and sufficient cause shall mean the commonly accepted seven (7) step test of arbitrator Carroll Daugherty, except in cases of gross antisocial conduct. (See Appendix C) In addition, the District agrees to follow, when appropriate, a policy of progressive discipline. Progressive discipline steps are:
   1. Verbal warning
   2. Written reprimand
   3. Suspension with pay
   4. Suspension without pay
   5. Discharge or nonrenewal

B. An employee has the right to face his accuser(s) and to cross-examine witnesses in hearings.

C. This provision shall specifically extend to all extended day and extended year employee contracts.

D. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline.

E. Any complaint made against an employee will, within 10 school days, be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee except in cases of criminal investigation.

F. In the event an employee is non-renewed or discharged as per RCW 28A.67.070 or RCW 28A.58.450, and a hearing is requested, then either the employee, or the Association may elect to submit the issue to Step 3 of the Grievance Procedure (binding arbitration) as opposed to the hearing process in RCW 28A.58.455. *(See also Article IX, Section 5).* An employee shall be allowed to have present a representative of his/her choosing during any disciplinary action.

SECTION 3. EMPLOYEE RIGHTS

A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association or collective negotiations with the Board, of his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The teacher shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board,

providing it does not interfere with their duties as a teacher.

C. The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, gender identity, sexual orientation or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

D. As a condition of employment each employee shall abide by the terms of the School District policy respecting a drug-free work place.

SECTION 4. PERSONNEL FILES

Teachers or former teachers shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the teacher at teacher's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the teachers personnel file. Any one person, at the teacher's request, may be present in this review.

Except in emergent situations, any derogatory material not shown to a teacher ten (10) days before adverse action is brought shall not be allowed as evidence in the grievance or in the disciplinary action against such teacher.

No evaluation, correspondence, or other material making derogatory reference to a teacher's competence, character, or manner shall be kept or placed in the personnel file without the teacher's exclusive right to attach his/her own written comments.

All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring within 24 months.

Upon request by the teacher, the principal and his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said teacher.

SECTION 5. EMPLOYEE PROTECTION

A. The Board agrees to hold teachers harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such teacher, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of his/her employment or under the direction of the Board, to the extent of the District's errors and omissions policy.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.

The Board will cooperate in the prosecuting or defense of an action resulting from an assault on a teacher occurring while in the performance of his/her duties.

C. Whenever a teacher is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the teacher will be paid full salary for the period of absence, less the amount of any Workman's Compensation award made for the disability due to said in jury for the remainder of his/her teaching contract year.

D. The Board will reimburse teachers for uninsured loss, damage, or destruction of clothing or personal property of the teacher incurred while in the performance of their duties. Reimbursement shall be limited to $1500.

E. A teacher may at all times use such reason able force as is necessary to protect him/herself, or any other person from physical injury.

SECTION 6. NON-PROFESSIONAL DUTIES

Teachers shall not be required to perform non-professional duties, including but not limited to, food distribution, supervision of cafeterias, bus loading or unloading, supervision of play-

grounds, and collecting money from students, except where there is an unavailability of personnel due to lack of funds or illness.

SECTION 7. ASSIGNMENT, VACANCIES, AND PROMOTION

A. **General Provisions.** To assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of layoff and recall procedures require otherwise. Teachers shall be notified in writing not later than May 30 of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments, and special assignments. Unanticipated circumstances may necessitate changes after the May 30 deadline.

B. **Voluntary Reassignment.** The following procedure shall be used:

1. The teacher shall complete a request form which shall be kept on file by the District.
2. Employment of any new teacher for a specific position shall not be made until all those teachers who have a pending request for transfer have been considered.
3. At least thirty (30) days prior to the beginning of the school year, the Superintendent or his/her designee shall notify, in writing and by personal conference, each teacher whose request for reassignment was not granted and the reason(s) for not granting the request. To assure that teachers are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

a) All vacancies and new positions, or summer school, including the qualifications and procedures, shall be publicized to the staff and Association through a written notice which shall be distributed to each teacher as far in advance as possible of the date of the opening of any vacancy or new position. All vacancies or new positions shall be filled on the basis of qualifications for the position.

b) The District shall make all possible effort to fill teaching vacancies and new positions with their present teaching staff before out-of-district hiring takes place.

c) Teachers who have been subjected to an involuntary transfer shall be given priority in placement the following year.

C. **Involuntary Transfer or Reassignment.**

1. Reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each reassignment will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District.
2. The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for any involuntary transfer or reassignment before the change is to become effective.
3. At least ten (10) days written notice will be given to the teacher who is to be transferred or reassigned. However, the affected teacher may appeal the decision through the grievance procedure. When a teacher is involuntarily transferred, one day of released time will be given the affected teacher in order to complete the move and become oriented to the new building.

ARTICLE IV - EVALUATION/PROBATION

SECTION 1. PURPOSE

The evaluation procedure set forth herein provides the establishment of criteria, procedures, summative methodology and descriptors of parties for the evaluation of the professional performance capabilities and development. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

"(1) An evaluation system must be meaningful, helpful, and objective;
(2) an evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
(3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
(4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

"(1To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
(2) To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
(3) To assist classroom teachers who have identified areas needing improvement, in making those improvements."

EVALUATOR QUALIFICATIONS:
All assigned evaluators shall receive training as required under RCW 28A.405.130 prior to conducting evaluations.

Beginning in the 2016-2017 school year, any principal rated unsatisfactory shall be prohibited from evaluating teachers. A principal who scores basic (2) two years in a row shall be prohibited from evaluating teachers until they are rated proficient (3). The district shall communicate to the Association Co-Presidents and/or Co-Presidents 'designee, the scores for all principals who will be evaluating teachers by September 1.Upon request, employees shall be assigned an alternative evaluator. Requests must be submitted in writing by October 15.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

1. **Classroom Teacher Evaluation Process (Article IV, Section 3)**
The classroom teacher employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term "classroom teachers" does not include bargaining unit members as described in section 2. Those bargaining unit members who do not meet this definition as described in subsection 2 below will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3. Refer to the Transition Plan in the

Memorandum of Agreement (attached) for applicability.

2. **Transitional Classroom Teacher / Non-Classroom Teacher Evaluation Process (Section Article IV, Section 4):** Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers onspecial assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of "classroom teacher" are subject to the evaluation process under Article IV, Section 4. This process also applies to those classroom teachers who have not transitioned to the process under Article IV, Section 3

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process.

All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided, that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

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

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

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

2. Component shall mean the sub-section of each criterion.

3. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state requirements. The evaluator shall assist the teacher by providing support and resources.

4. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

5. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric and should be gathered from the normal course of employment. Input from students or parents shall not be used as evidence without teacher consent.

6. Not Satisfactory shall mean:
Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a

consecutive three-year period, the teacher is not considered performing at a satisfactory level.

7. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher and administrator in collaboration. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

B. State Evaluation Criteria:

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

C. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson. The instructional framework is included in **Appendix A2.**

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

D. Criterion Performance Component Scoring

1. Appendix -A3 will be used in the documentation of criteria component scoring.
2. The evaluator and teacher will attempt to agree on criteria component scores based on the following rating system and will assign each component observed one of the following numeric values:
   Unsatisfactory = 1
   Basic = 2
   Proficient = 3
   Distinguished = 4
3. If the evaluator and teacher do not agree on a component score, the teacher will be provided the opportunity to submit additional artifacts and evidence. If agreement is not reached, the evaluator must produce artifacts and evidence to support his/her component score.

E. Summative Performance Rating

Appendix A3 will be used in the documentation of criteria rating.

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

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

F. Student Growth Criterion Score

1. Appendix A3 will be used in the documentation of student growth criteria scoring.
2. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
   5-12—Low

13-17—Average
18-20—High

3. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year may be used at the discretion of the teacher. Teachers may utilize school-wide or District-wide test scores in their collections of evidence for student growth.

4. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

    a. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
    b. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
    c. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
    d. Create and implement a professional development plan to address student growth areas.

3. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 15th each year, or, within fifteen (15) days from the start of the school year, or on the teacher's first day of work, whichever is later, of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting:

After September 15th, or 15 days after the start of the school year, or 15 days after a teacher commences work in a school year, whichever is later, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal.

C. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation. Provided however, if under 2.D.3, above, the evaluator and teacher do not agree on a component scoring, the teacher shall be required to submit artifacts and evidence to support their suggested component scoring.

D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their eVAL account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours, if the additional evidence is going to be used by the evaluator in their assessment.
4. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
5. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
6. Any and all data entered into eVAL shall be considered the personal property of the teacher and confidential, and not be subject to public disclosure, unless required by law.

E. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

F. Alternative Evaluator

On request, teachers shall be assigned an alternative evaluator (WAC 392-191A-130 (4)). Requests must be submitted in writing by October 15th.

4. COMPREHENSIVE EVALUATION PROCESS

All teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned teaching duties. The total amount of observation time shall not be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than

ninety (90) minutes.

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six years.

A. 1st Pre-Observation Conference:
The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

B. 1st Formal Observation:

1. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation meeting.
3. The evaluator will document all formal observations using the negotiated form (Appendix A3 or in eVal) and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
4. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

C. 1st Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix A3 or in eVal).
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria component(s) and provide specific observable solutions with specific district support and resources to remedy the concern.
4. The teacher may attach writing comments to the observation report.

D. 2nd Pre-Observation Conference
The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

E. 2nd Formal Observation

1. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than five (5) days after the pre-observation meeting.
2. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
3. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date
5. The final formal observation shall occur prior to May 1st.

F. 2nd Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and (Appendix A3 or eVal) will be used to determine the final evaluation score.
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
4. The teacher may attach written comments to the observation report.
5. The teacher may request additional formal observations.

G. Informal Observations

1. Upon mutual agreement, an additional informal observation may be scheduled to collect additional artifacts and evidence related solely to previously identified areas of concern that remain unresolved following the second formal observation and conference.
2. An informal observation does not have to be in the classroom. Department or collegial meetings may be used for an informal observation.
3. The informal observation must be documented in writing on the negotiated form and a copy will be provided to the teacher within three (3) days of the informal observation.
4. A post-informal observation conference between the evaluator and teacher shall be held no later than five (5) days after the informal observation.
5. If the area of concern remains unresolved additional informal observations may be conducted if mutually agreed.
6. Informal observation results may be used as evidence for the final Summative Evaluation conference.

H. Final Summative Evaluation Conference

1. No later than May 10th the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product the

formal and, any agreed to, informal observations in sections A – G, above.

4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from the required formal observations that substantiate the rating.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished - 4 within a school year.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
7. If the evaluator fails to meet with the teacher and complete the evaluations by May 10th, the teacher will receive the final summative score they received the prior year. If the teacher is on Comprehensive, they will be moved to Focus the following year unless the teacher chooses to be Comprehensive again.

5. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation following at least one formal observation in which identifies an area of concern and must occur within five (5) days of the post-observation conference required in section 4.C. or 4. F., above.

A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
D. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
E. The score received on the selected criterion is the score assigned as the final summative score.
F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

A. The "development of certificated classroom teachers" is included in the purpose statement of WAC 392-191A-020. As such, the Association will be notified when any teacher is judged below Proficient -3, within ten (10) school days.
B. In addition, and if a teacher is judged below Proficient, one or more of the following shall be offered to the employee to support their professional development:
    1. The teacher's class size will not exceed the limits established in this Agreement;
    2. The teacher shall be granted up to two (2) days of paid release time to observe colleagues' instruction;
    3. The teacher shall be granted an additional/different certificated employee evaluator;
    4. A mentor will be assigned;

5. The teacher may choose to participate in a voluntary structured support plan;
6. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

7. PROVISIONAL EMPLOYEES

A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent in accordance with RCW 28A.405.220 (1) (c).
Before non-renewing a first (or applicable second or third) year provisional teacher, the evaluator shall have made good faith efforts to assist the teacher in making satisfactory progress toward remediating deficiencies by providing a specific and reasonable program designed to assist the teacher in making satisfactory progress in improving his/her performance, with benchmarks defining desired performance and indicating it has been achieved.

8. PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 3. 3. B 1-12 above.

C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the

teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable plan for improvement;
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

F. A reasonable plan of improvement will be developed in accordance with RCW 28A.405.100 (4) (b) and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place.

G. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation in accordance with RCW28A.405.100(4)(b).
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD in accordance with RCW28A.405.100 (4)(b).

H. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.

I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.

J. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the 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 teacher has improved and which shall set forth one (1) of the following recommendations for further action:

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

K. Action by the Superintendent: Following a review of the any report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

M. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed:

1. Final Evaluation
2. Notice of Probation
3. Notice of Removal from Probation and/or Notice of Superintendent Action

9. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

10. PROBABLE CAUSE

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

11. EVALUATION RESULTS

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

B. Evaluation results shall not be:

1. Shared or published with any teacher identifying information.
2. Shared or published without notification to the individual and Association.

3. Used to determine any type of base or additional compensation.

SECTION 4. TRANSITIONAL CLASSROOM TEACHERS/NON-CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Educational Staff Associates (e.g.Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional and all other certificated employees who are not classroom teachers.

1. OBSERVATIONS

A. Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week, and year.

B. The evaluator and the evaluee shall plan in advance for at least one of the required classroom observations. The evaluator shall utilize the Observation Report Form (Appendix A2 or A3) as the basis for the observation. No later than five (5) days following the observation, the evaluator shall discuss the observation with the evaluee and provide the evaluee with a copy of the Observation Report Form used during observation.

C. The District agrees not to make an audio or video recording of any employee's classroom job performance without the employee's prior approval.

2. EVALUATION PROCEDURE

The principal shall give employees a copy of the Evaluation Report Form *(see Appendix A2 or A3)* and shall inform them of the evaluation process and its purpose in the District.

1. Employees in a building shall be evaluated in the following order:
   a) Employees new to the District, i.e., provisional employees.
   b) Employees on an improvement plan.
   c) Employees evaluated on the comprehensive evaluation
   d) Employees evaluated on the focused evaluation
2. Each employee will be evaluated by the principal or designee in each school in which the employee works. An evaluator will be designated for each employee no later than October 1 of each year.
3. The evaluator will complete the Evaluation Report form (Appendix A-2, A-3)for the employee's personnel file. Except in cases where the probationary procedure applies, a final evaluation conference shall be scheduled and held no later than five (5) days following the final observation of the employee. At this conference, the employee will be presented with the completed Evaluation Report Form.

3. CRITERIA

A. Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position as set forth on the evaluation criteria form.Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position. Such forms shall consist of Classroom Teacher Evaluation Form or appropriate short form.

4. REQUIRED EVALUATIONS

Annually, employees will be observed at least twice, with a minimum of 60 minutes prior to the formal evaluation conference, with no observation being less than fifteen (15) continuous minutes in length and at least one

observation of no less than thirty (30) minutes in length. For provisional employees, the first formal evaluation report and conference shall be completed within the first ninety (90) calendar days of employment and the second evaluation report and conference shall be completed by May 1. For continuing employees, the formal evaluation report and conference shall be completed by May 10.

5. EVALUATION REPORT

Distribution of the final Evaluation Report Form shall be:

1. original - personnel file
2. copy - employee.

The employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with the evaluation. The employee has the right to attach an addendum statement.

6. PROVISIONAL EMPLOYEES

A. A Provisional Employee shall mean any employee subject to RCW 28A.405.220 and who is in the employee's first three (3) years of employment with the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee for the first year of employment in the District. This shall include any employee who returns to employment with the District after a separation of employment, or who returns to employment with the bargaining unit from other employment with the District.

B. Each Provisional Employee shall be evaluated at least twice during the school year according to the following guidelines:

1. Provisional employee shall be observed at least once for a total observation time of thirty(30) minutes during the first ninety (90) calendar days of their employment.

2. The total observation time for each provisional employee for the first year of employment shall be no less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.

3. A first written evaluation of each provisional employee shall be prepared and submitted to the District personnel office by December 1 or within the first 90 calendar days of employment.

4. In the event the first written evaluation of a provisional employee is not satisfactory, the administrator shall prepare a written statement specifically stating the problem and a specific plan for improvement.

5. A second written evaluation of each provisional employee shall be prepared and submitted to the District personnel office by May 1.

C. Provisional employees are subject to non-renewal in accordance to RCW 28A.405.220. When there is concern about progress of a provisional employee, the provisional employee shall meet with the evaluator and an Association representative no later than February 1 each year to review the expectations for their current position at that time, there will be developed a reasonable plan for improvement whereby the employee will be assisted in improving his/her performance to an acceptable level.

7. PROBATIONARY PROCEDURE

A. The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of an employee's performance.

If an employee's performance is judged unsatisfactory in accordance with the Evaluation Procedure and criteria herein, the employee shall be considered for placement on probation; however, no employee shall be placed on probation unless an evaluation has been completed prior to January 20. The probationary process shall apply to provisional employees as well as continuing teachers in accordance with RCW 28A.405. l00. The Association President shall be notified by the Superintendent if any employees are being considered for probation.

B. At any time after October 15, an employee whose work is judged unsatisfactory based on the evaluation criteria set forth in this Agreement may be placed on probation. A probationary period of sixty (60) school days in the same school year shall be established . The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his/her areas of deficiency.

C. In carrying out the probation procedure , the following steps shall be followed:

Step 1.
The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held before the date of the formal evaluation and in no case later than January 20. The employee shall have an opportunity to have an Association representative in attendance at the conference.

Step 2.
If an employee is being considered for probation, the recommendation to the Superintendent
for probationary status must be made on or before January 20. The recommendation for probation must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

a) a specific definition of the problem in terms of performance deficiency.

b) a specific set of expectations delineating what would constitute acceptable performance in the problem areas defined.

c) a prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance .

d) a statement of possible assistance or counseling by the principal or other supervisor to aid the employee in improving his/her performance to an acceptable level.

Step 3.
The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation . If the Superintendent or designee determines that there is an alternative to probation , he/she may continue to work with the parties involved.

Step 4.
The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this and other provisions of the Agreement and state statutory requirements . During the probationary period, the principal or their supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

Step 5.
If by May 10 and after all the steps and processes of the probationary period have been followed, and if the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation

documentation, then that employee may be eligible for non- renewal of contract.

Conversely, if by May 10 and after all the steps and processes of the probationary period have been followed and the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation , the actual letter of probation and subsequent supportive evaluation documentation. Then, that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.

8. ACTION BY THE SUPERINTENDENT

Following the completion of the probationary process, the Superintendent shall notify the employee in writing no later than May 15 of the status of the employee's contract renewal.

ARTICLE V — LAYOFF AND RECALL

SECTION 1. INITIATION OF LAYOFF

The term "lay off' as used herein refers to action by the Board reducing the number of teachers in the District due to lack of funds or reduction in the educational program. It does not refer to decisions to discharge or non-renew an individual teacher for cause.

Teachers with valid contracts will not be laid off during any school year. All layoffs will be effectuated at the start of the following school year. In the event of lay off, the Board shall provide written notice to all affected teachers on or before May 15 of the school year preceding the school year in which lay off would occur.

In the event that the Board anticipates a layoff of teachers, the Board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District.

The Board shall make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests, or pledges to the District. All such funds shall be placed in the general fund for operational expenditures if not earmarked for any specific program(s) of the District by the donor. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the Board shall maintain these programs only to the limit of the categorical support.

No later than April 1 of a year in which a layoff is anticipated, or May 1 if the legislature has not concluded its legislative session by April 1, the District will provide to the Association the rationale and data for its conclusion that a layoff may be necessary. This will include any specific projected budget shortfall and how the layoffs will impact these shortfalls and program changes. The District will also provide to the Association the additional reductions at the non-classroom level already implemented or planned to be in place prior to layoff of non-supervisory certificated staff. If the Association has a need to see any additional data regarding this conclusion, the District will respond to requests for information on an expedited basis. During this time, both parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to negotiations for amendments to the collective bargaining agreement for the development of mutually agreed attrition incentives. No programs will be expanded while employees have been laid off and remain in the rehiring pool.

Non-renewal of employees will be minimized by making adjustments where practical in the following categories:

1. Capital outlay
2. Travel
3. Contractual services
4. Maintenance and operation
5. Supplies and materials
6. Instructional materials
7. Cash reserves and contingency funds
8. Extra-curricular activities
9. Other services

SECTION 2. LAYOFF PROCEDURE

In an effort to eliminate the necessity for layoffs, the District shall ascertain before layoff notices are issued the number of certificated positions which will be open for the following school year by reason of retirements and resignations.

Before the implementation of the reduction in force procedure, the entire certificated staff shall be offered the opportunity to make written application for a year's leave of absence. Such leave of absence shall be granted and shall entitle said person to the same seniority rights at the beginning of the ensuing year as he/she would normally have under the District's leave policy. Should revenue not be available to re-employ said individuals the ensuing year, leave upon request shall be extended for an additional year.

In the event it becomes necessary to lay off any teacher, the following procedure will be implemented:

A. The staff requirements and projected student enrollments for the District will be listed.

B. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that where teaching assignments require special certification by state regulations, such assignments shall be filled with teachers currently holding such special certificates. Part-time employees will be credited with a half (1/2) year layoff seniority for each year of part-time employment.

C. 1. Teachers currently assigned in full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority and shall not be obligated to any part-time teaching position but may choose to accept such a position on a voluntary basis.

2. Teachers currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority provided no part-time teacher with less seniority shall be assigned to any part-time teaching position unless such a position is declined by all teachers (*full and part-time*) with greater seniority.

D. Any full-time teacher who accepts a part-time position shall be re-employed for the ensuing school year at the same position and/or level, with no loss of rights, benefits, or seniority which would have normally accrued had he/she been employed full-time during the school year.

E. In the event a teacher is assigned outside his or her major area as a result of layoff, the Board shall provide such teacher necessary retraining, re-certification, and orientation to the new assignment without cost to the teacher. The annual evaluation of teachers so affected shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.

F. Teachers who are laid off will be informed of how to apply for unemployment compensation including being informed of where they should report to apply for such compensation.

G. Teachers on layoff shall be placed in a rehiring employment pool and ranked by seniority therein. A laid off teacher shall remain in the employment pool for two (2) years or until he/she submits a written resignation or finds certificated employment elsewhere. No teacher shall be hired from outside of Trout Lake School District unless all teachers in the employment pool have been found unqualified for the position.

SECTION 3. SENIORITY

Layoff shall be by seniority only except as modified by the provisions of this Article as hereafter established. Seniority is defined as length of service within Washington state as of the teacher's first working day; provided that any teacher employed or to be employed by the Board shall be granted full seniority credit for each year or por-

tion thereof for teaching experience from any district(s) in the state of Washington. Less than full year teaching experience shall be computed as the actual number of days employed by a district(s) as a full-time teacher excluding any substitute service.

In the event of more than one individual teacher having the same seniority ranking, all teachers so affected will be ranked in accordance with the total seniority as employees in the District from greatest to least.

In the event of more than one individual teacher having the same seniority ranking after applying the above provision, all teachers so affected shall participate in a drawing, by Association and all teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association to be in attendance.

SECTION 4. RECALL PROCEDURE

Teachers on layoff shall first be recalled by seniority, unless special certification requires otherwise. Teachers will be considered recalled when they have received their individual service contract.

Teachers who were previously assigned to full-time teaching positions shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears in the Board's layoffs, recall, or other notice to the teacher.

Any teacher so notified shall respond within seven (7) calendar days from receipt of said notice whether the teacher accepts or rejects the position. Reporting date shall be arranged with the Superintendent. If a teacher rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

SECTION 5. LAYOFF BENEFITS

1. If allowed by the insurance carrier, teachers in the employment pool may remain in the District insurance programs by remitting the monthly premiums to the District.
2. All positions of substitute teachers in the Trout Lake District shall be offered to teachers in the employment pool, in rotating alphabetical order, before any other person is offered such a position.
3. All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

SECTION 6. AFFIRMATIVE ACTION

In the event of a layoff and recall action the District shall maintain the same ratio of minorities to its total staff in employment as it had prior to said layoff. If numerical ratio equals less than one individual, the ratio shall become one to total staff.

ARTICLE VI - INSTRUCTION

SECTION 1. STUDENT DISCIPLINE

In the maintenance of a sound, learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and Superintendent shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give immediate response to all teachers' requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

Before re-admittance to class after expulsion or suspension pursuant to statue, there shall be an agreement finalized between the student, parent or guardian, principal, and the teacher specifying the future behavior expectations of the student.

The District shall provide an instruction for all teachers concerning the District's student code.

SECTION 2. CLASSROOM VISITATION

To provide citizens of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors to a classroom are expected to obtain the approval of the principal. The principal will arrange a definite time for all scheduled visitations which meets the approval of the teacher. No teacher may indefinitely or unreasonably delay such a visitation. In emergent visitations, such approval may not be possible.
2. For scheduled visitations, the teacher shall be afforded the opportunity upon request to confer with the classroom visitor before and/or after the visitation. For emergent visitations such conference will occur if possible.
3. The District shall not be responsible for the cooperation or lack thereof of visitors.

SECTION 3. CONTROVERSIAL TOPICS

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students.

In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

The Board, or its designees, agree(s) not to record any teacher's verbal communication in the classroom without their prior knowledge and permission.

SECTION 4. IN-SERVICE TRAINING

Expenses for in-service training shall be reimbursed to the teacher for each approved inservice session attended. Such reimbursement shall include transportation, room and board, meals, registration or fees and materials.

ARTICLE VII - LEAVES

SECTION 1. ILLNESS, INJURY, AND EMERGENCY LEAVE (I.I.E.)

At the beginning of each school year each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay. The employee may use paid sick leave for absences resulting from an employee's mental or physical illness, injury, or health condition; or to accommodate the employee's need for medical diagnosis, care, treatment, or preventive medical care. Paid sick leave may also be used for absences that qualify for leave under the Domestic Violence Leave Act. Each teacher's portion of unused I.I.E. allowance shall accumulate from year to year, as per state law.

1. Absence due to on the job injury incurred in the course of the teacher's employment shall be with full pay less Workmen's Compensation and shall not be charged against I.I.E. leave.
2. At the end of each year, the District will provide each teacher with an accounting of their accumulated I.I.E. leave and all transactions concerning their I.I.E. leave days within that time period.
3. Upon return to employment, if within five (5) years of prior termination with the District, any former teacher shall be credited with the balance of unused I. I.E. leave accumulated at the time of termination of his/her employment with the District.
4. In the event of the birth of a child of the teacher's spouse, leave will be allowed as per school board policy #5404.
5. A teacher who has exhausted accumulated I.I.E. leave and who is unable to perform the duties because of personal illness, maternity, paternity, adoption or other disability may, upon request, be granted an extended leave of absence without pay under provisions of this Agreement.

   A teacher who has been granted leave under this provision may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his / her personal physician.

SECTION 2. ILLNESS, INJURY, AND EMERGENCY LEAVE CASHOUT

Annually each employee may cash out the unused I.I.E. leave days he/she has accumulated that year (January I through December 3 1) provided such employee has accumulated a minimum of sixty (60) days of such leave. The cashout shall be on a one (1) day's pay for four (4) day's I.I.E. leave, and shall not allow the employee to decrease his/her accumulation to less than sixty (60) days. The employee may cash out up to twelve (12) days per year on January I of each year.

At the time of separation from the District due to retirement or death, the employee or his/her estate shall have all of his/her sick leave cashed out on the same one (1) for four (4) ratio.

SECTION 3. MATERNITY, ADOPTION AND CHILD CARE LEAVE

A teacher requesting maternity, adoption or child care leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment; and within thirty (30) days after childbirth, the teacher shall inform the District of the specific day when she will return to work. I.I.E. leave shall be granted under provisions in this Agreement. In the event I.I.E. leave has been exhausted, then the employee shall be granted an extended leave of absence without pay as stated under the I.I.E. leave provisions. In the event of the birth of a child, birth of a child of the employee's spouse, or the adoption of a child, five (5) days of sick leave will be granted.

SECTION 4. FAMILY ILLNESS LEAVE

Teachers shall, upon request, be granted a leave of absence with pay to allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, treatment, or preventive medical care; or when an employee's child's school or place of care has been closed for any health-related reason and shall be deducted from I.I.E. leave. Family member is defined in ESSB 5793.

SECTION 5. BEREAVEMENT LEAVE

Up to five (5) days of leave shall be granted with pay for each instance of bereavement of an immediate family member. For the purpose of this item, immediate family is defined to include parents, siblings, spouse, children, grandchildren, grandparents, and the same relationships as related by marriage or any other person living in the employee's household. One (1) day of bereavement leave with pay shall be granted each year for the death of a close friend. Paid be-

reavement leave is deducted from the employee's five or one day allocation of such leave and shall not be deducted from sick leave. Unused bereavement leave shall not accumulate from year to year.

SECTION 6. JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay may be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the teacher's salary. The teacher shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law, provided that such subpoena is not proven to be as a result of a teacher's wrong doing. In such a case as well as in the case of a subpoena issued by the Association, the individual or the Association as appropriate will pay the cost of the substitute. In cases where the District pays for the substitute, if any witness fees are paid that amount shall be deducted from the teacher's regular pay.

SECTION 7. MILITARY LEAVE

Employees shall be granted military leaves of absence when required by law and shall not suffer any loss of efficiency rating, privileges, or pay according to RCW 38.40.060 and school board policy #5407. The District agrees to follow the statutory provisions governing the re-employment of returned veterans.

SECTION 8. PERSONAL LEAVE

A teacher, for personal reasons, shall receive four (4) days, per year leave with prior approval from the school administrator. Such leave shall be granted with pay and any unused leave shall accumulate to a total of six (6) days. At the end of the school year, if the employee has any unused days, he/she can either carry forward up to two (2) of those days or will be reimbursed at their per diem rate of pay for up to four (4) in the July salary warrant (to be recorded on the June timesheet). Teachers shall not be required to define leave taken beyond the phrase "personal." Teachers shall give at least twenty-four (24) hours notice to the principal except in cases of emergency. Leave requested to extend holidays or vacations, or occurring during the last two weeks of school shall be granted at the discretion of the superintendent.

SECTION 9. PROFESSIONAL LEAVE

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the teachers' professional obligation. Such leaves may be granted by request to the Superintendent of Schools on one of the bases which follows:

1. **Full Payment Leave:**

   Substitute and necessary expenses paid by the District. This category applies to teachers authorized by the Board to represent the District at professional conferences, meetings, symposiums and seminars.

2. **Partial Payment Leave:**

   a. Substitute paid by the District; necessary expenses paid by teacher or outside agency.

      This category applies to teachers authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.

   b. Substitute provided by the Association. This category applies to teachers who are authorized and selected by the Association to be in attendance at professional conferences, meetings, symposiums and seminars. Whenever possible, notification of leave shall be submitted by the Association President in writing to the Administration one (1) week before the leave is to take effect.

      The Association President and the teacher shall be informed of the arrangements made for the leave. The District shall be responsible for securing a substitute.

SECTION 10. OTHER LEAVES

Leaves of absence of up to one (1) year with or without pay may be granted teachers for the purposes of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, Association or Association related business.

If the teacher's request for leave involves a course of study, research, or other circumstances which can be related to his/her job, then a leave of absence without pay for one (1) year entitles a teacher to a normal salary increment. This salary increment must be approved by the administrant at the time the leave is requested. Upon return from leave, the teacher shall be placed in the position last held or in a position for which he/she is certified to teach.

Upon request by the teacher by March 1, such leave may be renewed for up to one (1) additional year.

Leaves of absence are not available to provisional teachers. A maximum of two years of leave will be granted to each employee for the duration of their employment in the Trout Lake School District.

SECTION 11. LEAVE SHARING

1) Bargaining unit members who have accumulated more than twenty-two (22) leave days may donate-any amount of leave that does not result in the employee's total following below the minimum balance for donation. The employee donating the days shall specify the number of days to be donated. The district shall develop forms and procedures necessary to implement this. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days.

2) The person receiving the donated days must have exhausted all accumulated leave and diligently pursued and been found ineligible for benefits before using the donated days, and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause the employee to:

   a) Go on unpaid leave of absence: or
   b) Terminate employment.

3) In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.

4) While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

5) The District and Association shall each designate one person who shall serve jointly for the purpose of reviewing requests for such leave.

ARTICLE VIII - FISCAL

SECTION 1. WORKDAY

Staff may arrive no later than ten minutes before the start of the students day, and depart no sooner than ten minutes after student dismissal. The total length of the workday shall not exceed seven and a half (7 ½) hours for all teachers. The teachers' total instructional time shall not exceed three hundred fifteen (315) minutes per day. If parent/teacher conferences are held in the evening, the following will apply for one (1) of the conference days: Teachers shall be expected to remain in school to hold parent/teacher conferences for

three and a half (3½) hours longer than their normal workday, being provided with a thirty (30)-minute lunch break and a thirty (30)-minute dinner break. Within the week, teachers will be dismissed after the morning classes. The extended parent/teacher conference day shall not extend longer that eleven and a half (11½) hours.

a) All high school and junior high teachers shall have at least forty-five (45) continuous minutes of preparation time during each instructional school day. All elementary teachers shall have at least forty-five (45) continuous minutes of preparation time during each instructional school day so long as adequate staff exists. In the event aides and other support personnel are not available in the elementary, then preparation time may be scheduled in non-continuous segments. The use of the preparation time may be determined by the teacher, but it shall be used for its designated purpose. The instructional school day shall be interpreted to mean the student day and shall specifically exclude the thirty (30) minutes before and after school and the thirty (30) minutes minimum duty-free lunch period.

b) Teachers who are required in the course of their employment to travel between buildings within this District shall be scheduled to provide sufficient time for such travel.

c) Teachers of music, art, physical education, laboratory sciences, librarians *(if they are teaching classes),* speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the District.

d) All teachers shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

e) On Friday teachers shall be allowed to leave following student dismissal, with the approval of the Superintendent.

f) Building faculty meetings shall not exceed thirty (30) minutes beyond the regular teacher workday.

g) A principal or his/her designee may require a teacher to cover classes in case of emergency only.

h) In the event a teacher is asked to teach another teacher's class during his/her preparation period, he/she shall receive pro-rated compensation from his/her daily salary for each class period taught.

i) There shall be no change in the number of classes at the secondary level without mutual agreement of the parties.

j) One (1) day per month, with the schedule predetermined before the school year starts, teachers shall be required to stay up to forty-five (45) minutes past normal leave time for District-wide staff meetings.

SECTION 2. TEACHER WORKLOAD

The District shall maintain basic class loads as follows:

K-6 thirty students

In the event a teacher's workload exceeds the basic class load stated above for fifteen (15) consecutive working days, an instructional aide shall be provided to that teacher for the entire school day. An instructional aide for the entire day may be provided under special circumstances for class loads of less than thirty (30) students. This shall be determined in consultation with the teacher and appropriate administrative personnel. Special circumstances may include the following: existence of ESL students requiring special attention, and or existence of special students who have either behavioral or academic problems.

SECTION 3. TEACHER WORKYEAR

a) The work year covered by this Agreement shall consist of one hundred eighty (180) work days, plus any additional days funded by the Washington State Legislature. One hundred eighty (180) work days shall be student attendance days. Any additional days shall be non-student days and shall be used as learning improvement days. Any state-funded extension of contracted days for professional learning shall be compensated at full per diem. The professional salary set

forth in this agreement covers all professional responsibilities of educators.

b) All teachers shall have the option of working three (3) self-directed optional days in recognition that they may work beyond the normal workday and school year to provide a professionally responsible and reasonable level of service that is above the regular contract day. Teachers shall be paid at one-hundred percent (100%) of their per diem.

c) There shall be no deviation from or change in the workdays except by mutual agreement of the Board and the Association, except in emergent situations.

d) Calendar shall be determined by a committee consisting of school board members, teachers, and administration.

e) Within the 180-day school year calendar, eight (8) half-days shall be designated for grade level team planning *(Curriculum Enhancement Days)*. The half-day agenda shall be determined by teachers in collaboration with the Superintendent. The agenda needs to be submitted to and approved by the District at least ten (10) workdays prior to the CED. The intention of these days is to work with other teachers to improve, enhance, and develop curriculum, as long as the State RCW allows this to happen.

SECTION 4. PAYMENT

a) All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the teacher on or before the last day of each month unless it falls on a weekend or holiday. Then payment can be made the day before.

b) In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the next pay period. When an overpayment is made, repayment deductions will be prorated over the remaining pay periods.

c) All compensation owed to a teacher who is leaving the District shall, upon request, be paid within fifteen (15) working days after the final day of work.

d) Teachers seeking to attain National Board Certification are eligible for three days release time for portfolio work, reimbursement in the amount of $1250 toward the testing fees upon successful completion of the test, and use of district equipment.

e) Teachers who have current National Board certification are guaranteed payment of their stipend each year by the District.

f) Any monies passed from the State to the District for College in the High School will pass directly to the teacher.

g) Teachers who are new to the district or have changed their teaching assignment within the district will be approved up to $1000 for curriculum or equipment purchases made for their classroom.

SECTION 5. SALARY

The Salary Schedule format for employees shall be the Schedule in Appendix A.

Whatever salary increase or decrease is funded by the legislature will be passed on to the certificated employees.

SECTION 6. PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE

a) Placement of Beginning Teachers on the Salary Schedule: All beginning teachers' salaries shall commence on Step 00-00 unless he/she can document that hours were earned after the date at which the Bachelors or Masters Level Degree was awarded which would allow him/her to be moved up to a more advanced education column.

Exception: If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, an official statement from the institution verifying a prior completion date shall be adequate documentation.

b) Index: Increments for experience, education and advanced degrees will be in accordance with the index shown on the Salary Schedule.

c) **Education Credits**

1) Education credits will be granted for college work and must be completed prior to October 1, of the school year. College Credits for advancement on the salary schedule will be accepted from a four-year degree granting institution and for courses taken at community colleges. All lower division courses must apply to what the teacher is teaching.

2) Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college transcripts and should be filed with the District's Business Office no later than October 10. If, for some circumstance beyond the control of the teacher, the college transcripts or grade reports are not available and the District has been advised by the college, the teacher shall be granted the allowance for credit. The District will provide to the staff, when available, notice of available accredited college courses throughout the year to be held in this District or in surrounding districts.

3) Credit for clock hour inservice credits shall be granted for credits earned in approved *(as defined in the following paragraph)* programs where the credits earned cannot be counted as eligible academic credits and credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

d) **Experience Credits:** Credit shall be given for experience. In computing credit for experience, credit will be granted at the rate of a 1-quarter credit for every 10 hours and will count on the salary schedule found in Appendix A; such experience will be rounded to the nearest tenth of a year service.

e) **Out-of-State Credit.** Teachers hired from out of state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.

f) Classification on the salary schedule for experience and education shall be for the full school year. After October 15, no change in classification will be made.

SECTION 7. SUPPLEMENTAL CONTRACTS

Separate contracts shall be issued to each employee for each supplemental position they hold. These contracts shall be separate from their regular individual contract.

Supplemental contract positions which must be filled by certificated staff and are part of this bargaining unit are found in appendix B.

SECTION 8. INSURANCE

a. District contributions for such insurance premiums shall be such amount as required by the State for SEBB, to be used for Medical, Dental, and Vision plans. Any SEBB authorized VEBA or any SEBB authorized benefits plans shall be negotiated and agreed to by the District.

The difference between the actual cost of the insurance and the amount the District contributes will be deducted from the employee's paycheck.

b. **Washington State Paid Family and Medical Leave (PFML)** Commencing January1,2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees using Paid Family Medical leave do not have to exhaust all other available leave before using paid family medical leave. If available District paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall pay 100% of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such

leave is authorized, the District shall maintain health insurance benefits during periods of approved PFML leave when required by WAC 182-31-110 and RCW 50A.35.020.

SECTION 9. TRAVEL

Teachers utilizing their private automobile to travel on authorized school business shall be compensated at the rate the State of Washington pays its employees. All teachers, who, by nature of their assignment, must travel between schools or are required to make home visitations, shall also be reimbursed at such amount as the State of Washington pays its employees.

ARTICLE IX — GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE

A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement to the detriment of the claimant may be processed as a grievance as hereinafter provided.

In the event that a teacher or the Association leadership believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designed by the Superintendent. A grievance must be filed within thirty (30) days of the occurrence of which he/she complains or within thirty (30) days of the Association becoming aware of the event, whichever shall be later, but not to exceed 90 days from the original event.

STEP 1 – REPLY

Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

STEP 2

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from date of filing, whichever shall be later, the grievance shall be transmitted to the Board.

STEP 4

If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance at the option of either of the parties hereto may be submitted before an impartial arbitrator. The Association shall initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) school days of receipt of the written disposition of the Board. The American Arbitration Association rules shall govern the arbitration proceedings, unless otherwise agreed to in writing. The Board and

the Association shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not previously disclosed in Steps 1 and 2. The decision of the arbitrator, when acting within his jurisdiction, shall be final and binding upon both parties.

EXCLUSIONS FROM ARBITRATION

Excluded from binding arbitration shall be:

1. The evaluator's decision regarding the substance of evaluation.
2. Assignment, Vacancies, and Promotion
3. Non-renewal of first year teachers.

ARBITRATION COSTS

Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

SECTION 2. JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. The arbitrator shall decide only the interpretation and application of this Agreement. Upon request of either party, the merits of a grievance and the determination of the jurisdiction of the arbitrator shall be consolidated.

In the event that the arbitrator's award is unsuccessfully challenged in court, the challenging party shall be liable for the reasonable costs and attorney's fees of the prevailing party.

SECTION 3. TIME LIMITS

The time limits provided in the Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

SECTION 4. GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Every effort will be made to avoid disruption of the operation of the District.

SECTION 5. INDIVIDUAL COMPLAINTS

In accordance with RCW 41.59.090 any teacher may at any time present his grievance to the District and have his grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

SECTION 6. CONTINUITY OF GRIEVANCE

Not withstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure as set forth herein until resolution.

ARTICLE X – DURATION

This agreement shall be effective as of September 1, 2025, and shall continue in effect until August 31, 2027 with re-openers for salary, fringe benefits, and any other considerations raised by either party.

Negotiations between the parties for a successor Agreement shall begin not later than thirty (30) days prior to the expiration date of this Agreement. Items not identified by either party for negotiations shall be continued into the successor Agreement.

FOR THE ASSOCIATION

Julie Fink

Debbie Wroe

FOR THE BOARD

Kristian Rubesh

Brent Fetsch

Laurie Sherburne

Carmen Leslie

Tim Dearden

Jerry Lewis, Superintendent

APPENDIX A – SALARY SCHEDULE

The 2025-26 salary schedule will be increased by the legislatively approved % IPD in each cell of the salary schedule. This schedule reflects the 2.5% legislative increase + an additional 2.5%.

2025-26 Salary Schedule

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90
0	56929	58467	60060	61656	66780	70079	68253	73376	76679
1	57695	59253	60867	62534	67712	70993	69012	74188	77469
2	58425	59999	61630	63425	68587	71903	69775	74937	78255
3	59178	60768	62416	64267	69420	72816	70499	75647	79046
4	59915	61575	63232	65148	70330	73753	71259	76440	79863
5	62623	63321	64019	66042	71205	74694	72030	77196	80684
6	63408	64116	64821	66947	72084	75594	72821	77961	81465
7	64803	65523	66247	68487	73701	77305	74302	79514	83121
8	66901	67648	68394	70818	76104	79840	76632	81918	85654
9		69893	70663	73175	78584	82449	78987	84399	88263
10			72960	75653	81132	85127	81468	86949	90941
11				78203	83803	87876	84017	89619	93691
12				80673	86546	90740	86669	92360	96555
13					89355	93673	89411	95168	99488
14					92174	96717	92238	98175	102533
15					94575	99233	94635	100727	105198
16					96465	101215	96527	102741	107300

APPENDIX A1- EVALUATIVE CRITERIA FOR CLASSROOM TEACHERS

1. INSTRUCTIONAL SKILLS

A. Explanations, demonstrations, practice and feedback are presented so that the students can comprehend and retain what is being taught, which may take place over a number of days.

1. Establishing the purpose and objectives of the lesson.
2. Presentations of information to be learned.
3. Checking and clarifying for student understanding.
4. Opportunity for students to apply new skills or knowledge.
5. Closure.

B. Varied groupings, methods and materials used are based on the needs of the students and objectives of the lesson.

C. Emphasis is placed on providing high percentages of academic engaged time.

D. Recognition is given to the importance of research-based teaching techniques.

E. All non-direct teaching activities are monitored for their usefulness and appropriateness *(i.e. assignments, homework, tests and quizzes, use of library time, individualized instruction activities.)*

2. CLASSROOM MANAGEMENT

A. Begins class promptly - with appropriate opening procedures.

B. Teacher planning maximizes student on-task time.

C. Limits of student behavior are clearly defined, communicated to students and consistently monitored.

D. Teacher monitors rest of class while working with small groups and individuals.

E. Teacher organizes and arranges classroom so as to facilitate learning and minimize student disruption.

F. Transitions from one are of teaching to another are made smoothly and demonstrate preplanning.

G. All students are treated in a caring and consistent manner, taking individual needs into account.

H. Provides adequate plans for a substitute teacher.

3. PROFESSIONAL PREPARATION AND SCHOLARSHIP

A. Possesses and maintains appropriate academic background.

B. The teacher demonstrates evidence of a commitment to education as a *profession (i.e. professional organizations, committees, publications, conferences.)*

C. The teacher adheres to district goals by using adopted program materials.

4. **EFFORT TOWARD IMPROVEMENT WHEN NEEDED**
   A. Participates in inservice and career development activities.
   B. Participates in continuing education and training initiated by the teacher.
   C. Follows through with recommendations made in evaluations.
   D. Sets personal goals.
5. **HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS**
   A. Establishes clear parameters for student conduct and makes known these expectations.
   B. Reinforces desired pupil behaviors and responds appropriately to disruptive pupil behaviors.
   C. Resolves discipline problems in accordance with applicable laws, policies and regulations.
   D. Utilizes support services, administrators, and parents when such support can be helpful.
   E. Assists in maintaining control and enforcing rules throughout the school.
6. **INTEREST IN TEACHING PUPILS**
   A. The teacher enjoys working with students and reflects respect for them as individuals.
   B. Develops rapport with the student as an individual in a professional manner.
   C. Deals with personal information and communication in a professional manner.
   D. Provides guidance assistance for students.
7. **KNOWLEDGE OF SUBJECT MATTER**
   A. Demonstrates a knowledge of subject matter by:
      1. Selection of instructional objectives appropriate to the instructional assignment.
      2. Planning of learning activities appropriate to the instructional assignment.
      3. Considering the relationship between one's subject matter and other discipline subjects.
8. **JOB PERFORMANCE CRITERIA**
   A. Times arrival and departure to assure adequate supervision of students.
   B. Takes all necessary and reasonable precautions to protect students, equipment, materials and facilities.
   C. Maintains records as required by law, district policy and administrative regulations.
   D. Attends and participates in faculty, department and district meetings.
   E. Cooperates with other members of the staff in planning instructional goals, objectives and methods when appropriate.
   F. Assists in the selection of books, equipment and other instructional materials.
   G. Works to establish and maintain open lines of communication with students, parents and colleagues concerning both the academic and behavioral progress of all students.
   H. Establishes and maintains cooperative professional relations with others at school related activities.
   I. Performs related duties as assigned by the administration in accordance with district policies, practices and negotiated agreements.

APPENDIX A2 – DANIELSON FRAMEWORK FOR TEACHING RUBRICS BY WASHINGTON STATE CRITERIA

Danielson Framework for Teaching (2022) Rubrics by Washington State

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

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

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

The teacher does not communicate with students' families about the goal.			The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of **student engagement in assessment** of their own progress. There is no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is limited evidence of **student engagement in assessment** of their own progress. There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher reflects with supervisor on student learning progress overall, but not for specific students. The reflection may not establish how the learning activities and instructional decisions impacted student progress. The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress. The teacher uses information from student progress and students' experience of learning to: • Guide their next steps for instruction, and • Effect changes in instructional practice or professional learning beyond their own classroom or context.

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

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

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

The goal does not require students' **cognitive or emotional engagement**.	The goal requires students' **cognitive and emotional engagement**.	The goal requires students' **cognitive and emotional engagement**.	The goal requires students' **cognitive and emotional engagement**. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.
Student Growth 6.2. Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	**Basic – 2**	**Proficient – 3**	**Distinguished – 4**
The teacher provides evidence of student progress on the stated learning goal from only summative assessments. There is no evidence of **student engagement in assessment** of their own progress. There is no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher does not provide evidence of taking responsibility for student learning progress. The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is limited evidence of **student engagement in assessment** of their own progress. There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning**. The teacher reflects with supervisor on student learning progress generally. The reflection may be missing an analysis of why students did or did not make progress, and/or next steps for groups of students or individuals. The teacher's identified next steps for instruction are uninformed by student	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for three groups of students: Students who • exceeded the learning goal • met or nearly met the learning goal • did not yet meet the learning goal The reflection includes analysis of why students did or did not make progress, and next steps for each group. The teacher uses information from student progress and students'	The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**. There is evidence of **student engagement in assessment** and student monitoring of their own progress. There is evidence of opportunities for students to share **feedback on how they experienced the learning.** The teacher reflects with supervisor on the learning progress for three groups of students: Students who • exceeded the learning goal • met or nearly met the learning goal • did not yet meet the learning goal The teacher uses information from student progress and students' experience of learning to: • Guide their next steps for instruction, and • Effect changes in instructional practice or

	progress and students' experience of learning.	experience of learning to guide their next steps for instruction.	professional learning beyond their own classroom or context.

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

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

Collaboration does not yield a goal that: • Is informed by **knowledge of students** • Addresses an **essential standard** for the teacher's content and grade level • Require **cognitive or emotional engagement** The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.	The team uses a single data element to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**.	The team uses multiple data elements to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**. The teacher follows through with team decisions regarding instruction and assessment.	The team uses multiple data elements to explain how **knowledge of students** informed the goal. The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' **cognitive and emotional engagement**. The teacher follows through with team decisions regarding instruction and assessment. The teacher helps develop other team members' capacity to be effective.

APPENDIX A3 – CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

Classroom Teacher Evaluation **Final Comprehensive Evaluation ☐**
Final Focused Evaluation ☐

TROUT LAKE SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION_____/ 90 DAY_____ /ANNUAL EVALUATION_____

Teacher_____ Grade Level(s) _____

Evaluator _____ Date _____

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a "Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					**Total**
Enter "total score" under each column					
Overall Rating Range	**3 is Unsatisfactory**	**4-6 is Basic**	**7-9 is Proficient**	**10-12 is Distinguished**	_____

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	**Unsatisfactory 1**	**Basic 2**	**Proficient 3**	**Distinguished 4**	
3b Using Questioning/Prompts and Discussion					Add Scores From All Columns

4a Reflecting and Teaching					To Get a "Total Score"
Enter "total score" under each column					
Overall Rating Range	2 is Unsatisfactory	3-4 is Basic	5-6 is Proficient	7-8 is Distinguished	———

Comment:

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students					Add Scores From All Columns To Get a "Total Score"
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					
Overall Rating Range	4 is Unsatisfactory	5-8 is Basic	9-12 is Proficient	13-16 is Distinguished	———

Comment:

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					Add Scores From All Columns To Get a "Total Score"
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					

Enter "total score" under each column					
Overall Rating Range	4 is Unsatisfactory	5-8 is Basic	9-12 is Proficient	13-16 is Distinguished	_____

Comment:

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a "Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Enter "total score" under each column					
Overall Rating Range	4 is Unsatisfactory	5-8 is Basic	9-12 is Proficient	13-16 is Distinguished	_____

Comment:

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					Add Scores From All Columns To Get a "Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					
Overall Rating Range	1 is Unsatisfactory	>1-2 is Basic	>2-3 is Proficient	>3-4 is Distinguished	_____

Comment:

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					Only 1 component so component score is criterion score
Enter "total score" under each column	1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished	

Comment:

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					Add Scores From All Columns To Get a "Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					
Enter "total score" under each column					
Overall Rating Range	1 is Unsatisfactory	>1-2 is Basic	>2-3 is Proficient	>3-4 is Distinguished	———

Comment:

FINAL SUMMARY	Criteria Score
Criteria 1: Centering Instruction On High Expectations For Student Achievement.	
Criteria 2: Demonstrating Effective Teaching Practices	
Criteria 3: Recognizing Individual Student Learning	
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	
Criteria 7: Communicating and Collaborating with Parents and the School Community.	
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	

Enter "total criteria score"

Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating
Overall "Rating Range"	8-14	15-21	22-28	29-32	

Student Growth	3.1	3.2	6.1	6.2	8.1	Total
Score						

	LOW	Average	High	Student Growth Rating
Overall Student Growth "Rating Range"	5-12	13-17	18-20	

Final Teacher Rating Matrix

	Unsatisfactory	Basic	Proficient	Distinguished
High	N/C	N/C	N/C	N/C
Average	N/C	N/C	N/C	N/C
Low	N/C	N/C	N/C	Proficient

N/C = "No Change in final overall rating"

The teacher's final overall rating is (circle one): Unsatisfactory Basic Proficient Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

_____

_____ _____ _____ _____

Evaluator Signature Date *Employee Signature Date

*Employees signature indicates that they have received this evaluation. It does not necessarily indicate agreement with the findings.

APPENDIX B - SUPPLEMENTAL CONTRACT SCHEDULE

Music Director	$2000
Annual/Publications	8% of base salary
Technology Coordinator	28% of base salary
Assessment Coordinator	8% of base salary
Special Programs Director	28% of base salary
Curriculum Director	$2000
NHS Advisory	$1,100
Senior Class Advisor	$1,100
Junior Class Advisor	$1,100
Sophomore Class Advisor	$ 770
Freshman Class Advisor	$550
8th Grade Class Advisor	$550
7th Grade Class Advisor	$550
6th Grade Class Advisor	$550
WIDA Testing	Paid hourly at per diem rate when staff member is not provided with ELL period
Middle School Outdoor School	Paid hourly at per diem rate for planning time, 25 hours maximum
High School Outdoor School	Paid hourly at per diem rate for planning time, 25 hours maximum
WA Kids	1 hour per student @ per diem, 25 hours maximum

APPENDIX C - JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause, which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. NOTICE: "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

2. REASONABLE RULE OR ORDER: "Was the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District, and (b) the performance that the District might properly expect of the employee?"

3. INVESTIGATION: "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District?

4. FAIR INVESTIGATION: "Was the District's investigation conducted fairly and objectively?"

5. PROOF: "At the investigation, did the `judge' obtain substantial evidence or proof that the employee was guilty as charged?"

6. EQUAL TREATMENT: "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"

7. PENALTY: "Was the degree of discipline administered by the District in a particular case reasonably related to
   a) the seriousness of the employee's proven offense, and
   b) the record of the employee in his service with the District?"

*

APPENDIX D - GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the Contract between the Board and the Association.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps 1, 2, and 3.The form must be addressed and delivered to the administrative supervisor at Step 1, and the Superintendent at Steps 2 and 3.

TO: _____ _____
Name Title

Grievant's Name: _____
Address: _____
Home Phone: _____
Position or Title: _____
School: _____ Department _____

1. Consistent with the procedure for processing grievances, I have taken the following actions: (Indicate specifically by name and title who has officially reviewed the grievance to date.)

   Step 1 _____

   _____

   Step 2 _____

   _____

   Step 3 _____

   _____

   Step 4 _____

   _____

2. The nature of my grievance is: (specify the section of agreement violated, when the violation occurred, and in what way there was a violation, misapplication or misinterpretation.)

3. The relief I am seeking is:

Signature:_____ Date:_____

Table of Contents

PREAMBLE **1**

ARTICLE I — ADMINISTRATION **1**

SECTION 1. DEFINITION OF PARTIES 1
SECTION 2. RECOGNITION 1
SECTION 3. STATUS OF THE AGREEMENT 1
SECTION 4. COMPLIANCE OF AGREEMENT 1
SECTION 5. CONFORMITY TO LAW 1
SECTION 6. DISTRIBUTION OF CONTRACT 1

ARTICLE II - BUSINESS **2**

SECTION 1. ASSOCIATION RIGHTS 2
SECTION 2. DUES DEDUCTIONS AND REPRESENTATION FEES 2

ARTICLE III - EMPLOYEE RIGHTS **3**

SECTION 1. TEACHER EMPLOYMENT 3
SECTION 2. DUE PROCESS 3
SECTION 3. EMPLOYEE RIGHTS 3
SECTION 4. PERSONNEL FILES 4
SECTION 5. EMPLOYEE PROTECTION 4
SECTION 6. NON-PROFESSIONAL DUTIES 4
SECTION 7. ASSIGNMENT, VACANCIES, AND PROMOTION 5

ARTICLE IV - EVALUATION/PROBATION **5**

SECTION 1. PURPOSE 5
SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES 6
SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS 7
SECTION 4. TRANSITIONAL CLASSROOM TEACHERS/NON-CLASSROOM TEACHER EVALUATION PROCESS 17

ARTICLE V — LAYOFF AND RECALL **20**

SECTION 1. INITIATION OF LAYOFF 20
SECTION 2. LAYOFF PROCEDURE 20
SECTION 3. SENIORITY 21
SECTION 4. RECALL PROCEDURE 22
SECTION 5. LAYOFF BENEFITS 22
SECTION 6. AFFIRMATIVE ACTION 22

ARTICLE VI - INSTRUCTION **22**

SECTION 1. STUDENT DISCIPLINE 22
SECTION 2. CLASSROOM VISITATION 23
SECTION 3. CONTROVERSIAL TOPICS 23
SECTION 4. IN-SERVICE TRAINING 23

ARTICLE VII - LEAVES **23**

SECTION 1. ILLNESS, INJURY, AND EMERGENCY LEAVE (I.I.E.) 23
SECTION 2. ILLNESS, INJURY, AND EMERGENCY LEAVE CASHOUT 24
SECTION 3. MATERNITY, ADOPTION AND CHILD CARE LEAVE 24
SECTION 4. FAMILY ILLNESS LEAVE 24
SECTION 5. BEREAVEMENT LEAVE 24
SECTION 6. JURY DUTY AND SUBPOENA LEAVE 24
SECTION 7. MILITARY LEAVE 25
SECTION 8. PERSONAL LEAVE 25
SECTION 9. PROFESSIONAL LEAVE 25
SECTION 10. OTHER LEAVES 26
SECTION 11. LEAVE SHARING 26

ARTICLE VIII - FISCAL **26**

SECTION 1. WORKDAY 26
SECTION 2. TEACHER WORKLOAD 27
SECTION 3. TEACHER WORKYEAR 27
SECTION 4. PAYMENT 28
SECTION 5. SALARY 28
SECTION 6. PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE 28
SECTION 7. SUPPLEMENTAL CONTRACTS 29
SECTION 8. INSURANCE 29
SECTION 9. TRAVEL 30

ARTICLE IX — GRIEVANCE PROCEDURE **30**

SECTION 1. GRIEVANCE PROCEDURE 30
SECTION 2. JURISDICTION OF THE ARBITRATOR 31
SECTION 3. TIME LIMITS 31
SECTION 4. GRIEVANCE AND ARBITRATION HEARINGS 31
SECTION 5. INDIVIDUAL COMPLAINTS 31
SECTION 6. CONTINUITY OF GRIEVANCE 31

ARTICLE X – DURATION **32**

APPENDIX A – SALARY SCHEDULE **33**

APPENDIX A1- EVALUATIVE CRITERIA FOR CLASSROOM TEACHERS **34**

APPENDIX A2 – DANIELSON FRAMEWORK FOR TEACHING RUBRICS BY WASHINGTON STATE CRITERIA **36**

APPENDIX A3 – CLASSROOM TEACHER OBSERVATION/EVALUATION FORM **47**

APPENDIX B - SUPPLEMENTAL CONTRACT SCHEDULE **52**

APPENDIX C - JUST CAUSE/SEVEN KEY TESTS **53**

APPENDIX D - GRIEVANCE REVIEW REQUEST FORM **54**