

**2025-2026 COLLECTIVE BARGAINING AGREEMENT**

between

**Grandview Education Association**

and the

**Grandview School District No. 116-200**

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## INTRODUCTION

This document is an agreement between the Grandview School District Board of Directors and the members of the Grandview Education Association, which is affiliated with the Washington Education Association and the National Education Association. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in compliance with the provisions of RCW 41.59, the Educational Employment Relations Act.

## DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2025, and shall continue in effect until of the 31st day of August, 2026. This agreement shall be opened for salary schedule, insurance benefits, additional per diem days, and class size if the District suffers a funding loss or change in funding system as a result of legislative action.

The parties acknowledge that during the negotiations which resulted in the Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This agreement may be revised during its life by written mutual agreement only.

For the Association & Date	For the District & Date
Ass. Mgr 9/12/25	Janice Chase 9/15/25
Jamie Cox 9/12/25	[Signature] 9/16/25
[Signature] 9/12/25	[Signature]
Jeff Brannon 9/12/25	Beal Shue 9/16/25
[Signature] 9/12/25	[Signature] 9/16/25
[Signature] 9-12-25	
[Signature] 9-15-25	
[Signature]	

## **ARTICLE I - ADMINISTRATION**

### **SECTION 1. RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel (i) under contract with the Board, or (ii) employed as a substitute for twenty (20) or more consecutive days in the same assignment in a single school year, or on leave and employed by the Board.-Such representation shall cover all personnel assigned to newly created certificated professional positions unless such positions are principally supervisory and administrative. Such representation shall exclude Superintendent, Assistant Superintendent for Business and Operations, Executive Director of Teaching and Learning, Executive Director of Human Resources, Special Programs Director, Athletic Director, Vocational Director, Director of Migrant and Bilingual Programs, Executive Director of State and Federal Programs, Dean of Students, Principals and Assistant Principals. The parties recognize by rulings of the Public Employment Relations Commission that substitute employees who work twenty (20) consecutive days in the same assignment shall be entitled to placement on the salary schedule (refer to Article III, Section 14 13) on the 21<sup>st</sup> day of employment.; no other provision in the Agreement shall apply. Substitute employees who work thirty (30) or more non-consecutive days or who are employed fewer than twenty (20) consecutive days in the same assignment in a year are not entitled to any provisions in the Agreement.

### **SECTION 2. CONFORMITY TO LAW**

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or any application of the Agreement to any employee or groups of employees 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 this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

### **SECTION 3. STATUS OF THE AGREEMENT**

Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

This Agreement shall become effective when ratified by the Board and Association and signed 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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from current basic individual salaries and economic benefits; provided, that the failure to carry out an existing contract shall result in adjustments.

## **SECTION 4. EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law, rules and regulations of federal, state, county, and all other regulatory agencies.

## **SECTION 5. PRINTING AND DISTRIBUTION OF AGREEMENT**

Within a reasonable time following the ratification and signing of this Agreement by the parties, the Association shall provide copies of this Agreement for each certificated employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. In addition, the District will post a copy of the Agreement on its website, where it will be accessible for all employees.

Additional copies shall be provided to both the District and the Association. All certificated individuals making employment application to the District shall be provided for their examination a copy of the Agreement by the District upon request.

The cost of printing shall be shared equally by the Association and the District. The quality and format of the Agreement shall be by mutual agreement.

This Agreement may be revised during its life by written mutual agreement only.

## **SECTION 6. DEFINITIONS**

- A. ***District/Board*** shall mean the Grandview School District #200, County of Yakima, State of Washington.
- B. ***Association*** shall mean the Grandview Education Association which is affiliated with the Washington Education Association and with the National Education Association.
- C. ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- D. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the parties.
- E. ***Employee*** shall mean a member of the bargaining unit.
- F. ***Day*** shall mean school day, except during summer when it shall mean weekday except for holidays.
- G. ***Superintendent*** shall mean the chief administrative officer of the District.
- H. ***President*** shall mean the presiding officer of the Association.
- I. ***Contract*** shall mean the individual written contract issued to each employee.
- J. ***Act*** shall mean the Educational Employment Act, RCW 41.59.
- K. ***Negotiations*** shall mean collective bargaining as defined in the Act.
- L. ***Provisional employee*** shall mean: an employee during the first three years of employment by the District unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state, in which case the employee shall be provisional during the first year of employment by the District. Regarding third year provisional employees, the Superintendent may make a determination to remove an employee from provisional status if the employee has

received one of the top two evaluation ratings during the second year of employment by the District.

## **ARTICLE II – BUSINESS**

### **SECTION 1. ASSOCIATION RIGHTS**

The Association and its representatives may use District buildings for meetings and to transact Association business.

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 may use school facilities and equipment, before and after the student day, when such equipment is not otherwise in use. The use of buildings will require prior scheduling through the principal with twenty-four (24) hours notice.

The Association shall have the right to post notices of activities and matters of Association business on employee bulletin boards. The Association may use the internal District mail service and employee mailboxes for communication to employees. All communications shall be labeled as Association materials, as authorized by the Association President.

The Board agrees to make available to the Association in response to reasonable requests all available public information. Requested information shall be provided within a reasonable period of time. The District will notify the Association if more than fourteen (14) days are needed, along with the reasons why more time is needed and the projected date by which the information will be provided.

The Board shall consult with the Association on any new or modified fiscal, budgetary or levy programs, construction programs, or major revisions of educational policy, which are proposed or under consideration, and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

The District shall provide the Association President with the name, date of hire, building and assignment, cellular, home and work telephone numbers, work and up-to-date personal email addresses, home address/personal mailing address, employee's job title and salary of any employee(s) new to the District. This information shall be provided within twenty (20) days of each new hire. Separately, once every fall, spring, and summer (in no event greater than ninety (90) days), the District will provide the same information to the Association President for all employees in the bargaining unit. Personal contact information will be made available to the Association provided employees have provided their personal contract information to the District. The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

Whenever the District assigns a substitute to a position for which either the substitute is replacing a contracted employee on long term leave, or the substitute is assigned to an otherwise vacant position, the District agrees to provide notice of such assignment to the Association, and to inform the Association of the intended length of the assignment. The Association agrees that a failure to provide such notice shall not be subject to the grievance procedure. Such notice will be a standing agenda item at all Labor/Management meetings.

The District shall include a description of substitute policies, and the negotiated language in Article III, Section 8G, Long Term Substitutes, in its Substitute Handbook along with the contact information for the Association. The District shall distribute a copy of the Handbook to every substitute hired, and provide a copy of the Substitute Handbook to the Association whenever the Handbook is revised.

## **SECTION 2. DUES DEDUCTION**

Association Dues – Reference RCW 41.59.060. The Association, which is the legally recognized Exclusive Bargaining Representative of the certificated staff as described in the Recognition Clause of this collective bargaining agreement, shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee via a signed and dated revocation provided to the WEA Membership Department. Each month during the calendar year, the Association agrees to provide the District with the names of those employees who have revoked their membership. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the Representation Fee deduction which was provided for under the prior collective bargaining agreement, and/or in reference to any claim related to the dues deduction function provided for above.

## **SECTION 3. AGREEMENT ADMINISTRATION/INTERPRETATION**

The parties agree to use their best efforts to comply with the terms and conditions of the Agreement. Upon request by either party, the parties shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, the meeting shall be held within five (5) working days.

## **SECTION 4. SHARED DECISION MAKING**

The parties agree to implement the shared decision making model in each building. As a result, meaningful decisions designed to increase student learning will be made with the involvement of staff, school board, administration, and, where appropriate, students, parents and community.

Each site council will be responsible for developing their own vision, procedures, staff training plan and communications model.

Any request for specific contract language waivers received through the Site Based process will be processed through the provisions of Duration of Agreement Clause.

The Grandview School District and the Grandview Education Association have established the Grandview School District Oversight Council. A charter governing this council has also been established. A copy of this “living” document and any changes made during its annual review will be furnished to each building’s site council chairperson.

## **ARTICLE III - PERSONNEL**

### **SECTION 1. EMPLOYEE EMPLOYMENT**

A. The Board shall in all instances employ employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and such other requirements as specified by the Office of State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace an employee in his/her assignment or employment. The District shall notify the Association of all vacant positions ten (10) days prior to the beginning of the school year.

The above provision is not intended to preclude the continued use of paraprofessionals in the performance of their duties.

B. Issuance of Contracts: Contracts for continuing/returning employees of the District shall not be issued before May 15. Two (2) copies of the contract shall be given to the employee each year for signature. One copy is retained by the employee at the time of signing; one (1) copy is forwarded to the District office.

C. Release From Employment

Under the following conditions, the District shall release employees from their contract obligations upon request:

1. A letter of resignation shall be submitted to the Superintendent.
2. Releases from contracts prior to June 30 of each year shall be automatically granted.
3. Releases from contracts after June 30 shall be granted provided a replacement satisfactory to the District can be obtained.

D. Early Notice of Retirement or Resignation: Each year, on or before November 30, the District will notify the Association if they intend to offer an early notice incentive for retirement or resignation. If the District offers this incentive, an employee who works at least 0.5 FTE, who is resigning or retiring as of the end of the current school year shall receive a payment of five hundred dollars (\$500.00) when the employee submits a letter to the Superintendent notifying the District of his/her resignation or retirement prior to February 1 of the current school year.

### **SECTION 2. EMPLOYEE RIGHTS AND RESPONSIBILITIES**

There shall be no unlawful discrimination against any employee by reason of race, creed, religion, color, marital status, gender, age, disability, national origin, gender identity, sexual orientation or because of his/her membership in employee organizations. The Board will not unlawfully discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her lawful participation in lawful 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. The Association and the District will cooperate to assure compliance with District policies and non-discrimination laws.

### **SECTION 3. DUE PROCESS / JUST CAUSE**

No employee shall be disciplined without cause (refer to Appendix G.) In addition, the District agrees to follow a policy of progressive discipline when appropriate, which may begin with a verbal warning, progress to a written reprimand, then to suspension, and then to discharge or non-renewal.

An employee has the right to have a representative from the Association present when formally being questioned for an incident which may lead to discipline. The District shall inform the employee of the nature of the incident or specific complaint and his/her right to Association representation at least three (3) hours prior to any meeting which may lead to discipline. The employee shall have a reasonable period of time to arrange representation not to exceed one (1) day. The employee and the Association will be notified prior to the meeting of the specific complaint received and rule allegedly violated.

Provided a conflict of interest does not otherwise preclude their involvement, all formal investigations which may lead to disciplinary action shall be conducted under the direction of the Human Resources Director or immediate supervisor. The immediate supervisor will, where appropriate, designate matters for resolution at the lowest level consistent with District policy and procedure.

A formal reprimand shall be one in which the particulars are reduced to writing and placed in the personnel file. All information forming the basis of any reprimand, warning, discipline or adverse effect shall be made available to the employee. Employees shall be afforded the opportunity to review and respond to all investigation documents used as the basis for disciplinary action prior to the imposition of any discipline.

The District may use the form in Appendix J-1 for Student Sworn Statements. The use of Appendix J-1 will not preclude the District from documenting witness interviews.

**Security Cameras:** The District has installed security cameras in each school building for the discrete purpose of security and safety of staff and students. Any employee issue resulting from the use of security cameras shall be handled in accordance with due process.

### **SECTION 4. 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 students.

In the presentation of all controversial issues, every effort will be made to affect 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.

In cases where planned topics concerning sex, politics, and religion are not related to subject matter in a given grade level or specific curricular field, the employee will review these planned topics with the principal prior to presentation.

## **SECTION 5. PERSONNEL FILES**

Employees or former employees 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 providing that the term “employment references” does not include confidential letters of recommendation specifically requested by an employee or former employee of the District. Upon request, a copy of any documents contained therein shall be afforded to the employee at District expense. No secret, alternate, or other official personnel file shall be kept anywhere in the District. It is understood that a principal may keep a working file for evaluation purposes. This file can be viewed at the employee’s request and will be purged at the end of each year. A separate file for processed grievances shall be kept apart from the employee's personnel file.

Anyone, at the employee's request, may be present in this review.

Any derogatory material not shown to an employee within seven (7) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and 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 during the previous three years. Such information three (3) years old or older shall be expunged from the file at the written request of the employee, provided that no similar incidents occur during this time period.

Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet prepared by the employee, to verify contents of the personnel file at the time of inspection by said employee.

All inspections of files shall be by appointment only, and shall be supervised by District personnel at the convenience of the Superintendent or his designee. Access to a person's file shall not be unreasonably withheld and in no case will be withheld for more than three (3) days.

## **SECTION 6. EVALUATION**

This section of the Agreement provides for two evaluation processes, one process applicable to “classroom teachers” as defined in section 6.A.1 below (Section 6.B) and the second process applicable to all other employees (Section 6.C).

The major premise underlying the development of the evaluation criteria contained herein is that the primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation should be a positive, developmental, and continuous process. It is intended that students will be the

chief beneficiaries when employees and support personnel are evaluated on the basis of the minimum criteria contained in this evaluation instrument.

For evaluation to serve the purpose of improving performance it is essential that standards exist and be known and understood by those to be evaluated, as well as those evaluating.

The evaluation process should provide for the participation of the individual being evaluated; for substantive, constructive recommendations to the individual being assessed; and for necessary inservice or assistance required by the individual to improve or enhance his/her professional competency. An important assumption in evaluation is that people desire to change and grow in effectiveness as professionals.

The principal shall give each employee a copy of the applicable forms relating to the evaluation process attached to this Agreement as appendices within the first twenty-five (25) school days of the academic year and shall inform them of the evaluation process and its purpose in the District. This must be done prior to any observation/evaluation of the employee.

The evaluation procedures set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. 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:

- “(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

### **PROCEDURE WHEN EVALUATION CANNOT BE COMPLETED**

If a teacher leaves the District or is on leave for a major portion of the school year, evaluations may be conducted if time permits. If the teacher’s departure is planned, the evaluator and employee shall come to mutual agreement about a timeline for completing observations and an evaluation conference. If the departure

is unplanned and it is not possible to complete an evaluation, the evaluator shall document the facts with a letter placed in the employee's personnel file stating no evaluation is available for the year due to no fault of either party. In such cases, no final score can be determined.

**EVALUATOR QUALIFICATIONS:**

All assigned evaluators shall receive annual training in the evaluation processes they will be assigned to conduct that are contained in Article III, Section 6 of this Agreement, and related appendices. Upon written request, the District shall provide the Association, within ten (10) days of such request, with a completion date and a summary of the content of the training that each evaluator has completed. No teacher shall be evaluated by an evaluator who has not received this training.

**SECTION 6. A. APPLICABILITY FOR EVALUATION PROCESSES**

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

**1. Classroom Teacher Evaluation Process**

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and hold one or more certificates as provided for under WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g). (Refer to Memorandum Agreement for Transition to the Classroom Teacher Evaluation Process).

The term "classroom teachers" does not include certificated staff who are defined in subsection 2 below. In addition, employees who are substitute teachers and/or who are hired to replace certificated employees who have been granted sabbatical, regular, or other leave by the District pursuant to RCW 28A.405.900 shall not be considered classroom teachers subject to the Classroom Teacher evaluation process. For purposes of this Section, an employee provides "instruction to students" if the employee regularly engages in activities with students assigned to his/her direct supervision for the purpose of providing methods and practices of teaching (pedagogy). "Instruction to students" does not include incidental activities engaged in with students for a purpose other than providing pedagogy.

Elementary Physical Education and Elementary Music Teachers are considered to be classroom teachers. These employees shall not be evaluated with respect to the student growth measures encompassed in Section 6.B.7 and 8.B below, and components SG 3.1 and 3.2, SG 6.1 and 6.2 and SG 8.1. For these teachers, in the absence of these components, Criterion 3 will be scored using the scoring band of Criterion 2 and Criteria 6 and 8 will be scored using the scoring band of Criterion.

**2. Non-Classroom Teacher Evaluation Process:**

This employee group includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, Counselors), Nurses, Librarians, K-1 Specialists, instructional coaches, and other bargaining unit members who do not meet the definition of "classroom teacher" in Section 6.A.1. above.

If any new elementary specialist positions are created during the duration of this Agreement, the District and Association will negotiate a written agreement to determine to which evaluation system they will be assigned.

## **SECTION 6. B. CLASSROOM TEACHER EVALUATION PROCESS**

This process applies to Classroom Teachers as defined in Section 6.A.1. above.

### **1. PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article III, Section 6.B, each teacher shall receive professional development to comprehend the framework and understand the evaluation process. A minimum of seven (7) hours of professional development, with clock hours offered, shall be provided before the school year for new employees at the curriculum rate. In addition, for the purpose of certification renewal, employees will have the option to attend this training once every four (4) years by registering a minimum of one (1) week in advance to attend the training and shall receive a one-hundred-dollar (\$100.00) stipend for their attendance. For new employees hired after the start of the school year, this training will be provided during scheduled workdays, or on District-directed additional per diem days, and/or the principal-approved optional time (Article III, Section 17. A.1 2.a and 2.b) for this purpose at the District's option. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose.

### **2. DEFINITIONS**

- a. Criteria** shall mean one of the eight (8) state defined categories to be scored.
- b. Component** shall mean a sub-section of each criterion.
- c. Evaluator** shall mean a certificated administrator who has received training in observation, evaluation and the use of the specific instructional framework contained in this Agreement. The evaluator shall assist the teacher by providing support and resources.
- d. Evidence** shall mean observed practices, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
- e. Artifacts** shall mean a type of evidence in the form of any products generated, developed, or used by a certificated teacher or identified by the evaluator. Artifacts should be gathered from the normal course of employment and should not be created specifically for the evaluation system, although tools or forms used in the evaluation process may be considered as artifacts.
- f. Not Satisfactory** in the context of evaluation ratings triggering probation shall mean:
  - Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.

**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.

**g. Student Growth** shall mean the change in student achievement between two points in time within the current school year. Student growth data means relevant multiple measures that can include classroom-based, school-based, school district-based and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

**h. Observe/Observation** shall mean the gathering of evidence made through classroom or worksite visits, or other visits, or work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relation to the negotiated instructional framework.

**3. STATE EVALUATION CRITERIA:** The evaluative criteria in relation to which the teacher's performance is to be evaluated are those specified in RCW 28A.405.100:

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.

#### **4. INSTRUCTIONAL FRAMEWORK**

Classroom teachers shall be evaluated using the Danielson Framework for Teaching as modified and approved by the Office of the Superintendent of Public Instruction (OSPI) and as posted on the OSPI website. A summary of the instructional framework as adopted is included for informational purposes as Appendix B-5. The evaluator may use and refer to other elements of the Danielson Framework not appearing in this summary, but must use the negotiated forms (Appendices B-6 through B-9) to complete the evaluation process with the teacher. Upon mutual agreement, the parties may negotiate a different OSPI approved instructional framework.

#### **5. CRITERION PERFORMANCE SCORING**

A. A four-level rating system shall be used. The summative performance ratings shall be as follows:

1. Level 1 – Unsatisfactory;
2. Level 2 – Basic;
3. Level 3 – Proficient; and
4. Level 4 – Distinguished.

B. The final criterion score shall be determined by the Overall Rating Range as set forth in the Evaluation Report Form (Appendix B-9).

## **6. SUMMATIVE PERFORMANCE SCORING**

A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the eight (8) state evaluation criteria. A teacher receiving a focused evaluation shall receive one of the four summative performance ratings for the criterion selected from those in B.3. above (plus student growth rubrics from either criterion 3 or 6, if applicable). Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a comprehensive summative evaluation performance rating.

For a comprehensive evaluation, 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

## **7. STUDENT GROWTH DATA**

- A. 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 and may include formative and summative measures. It may include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth score. School-wide or District-wide test scores may be used when evaluating classroom teachers if they are calibrated to show growth between two points in time within the same school year. The evaluator shall consult with the teacher to identify student growth and achievement data that are relevant to the teacher and subject matter that will be used in assessing the student growth components. The evaluator's determination of proficiency rating level ratings must be based on multiple measures that may include classroom-based, school-based, district-based and state-based tools.
- B. 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:
1. 5-12—Low
  2. 13-17—Average
  3. 18-20—High
- C. Student growth data elements may include the teacher's performance as a member of a grade-level, subject-matter, or other instructional team within a school when the use of this data is relevant and appropriate; for a comprehensive evaluation or a focused evaluation for Criteria 8.1 (Student Growth).
- D. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall summative rating of Proficient. Within two (2) months of a teacher receiving a Low student growth score

or at the beginning of the following school year, whichever is later, a student growth inquiry plan with one or more of the following, must be initiated by the evaluator in collaboration with the teacher:

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

## **8. PROCEDURAL COMPONENTS OF EVALUATION**

### **A. Notification**

The teacher will be notified by September 15<sup>th</sup> each year of their assigned evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation. Teachers who are not fully certified will be evaluated using a comprehensive evaluation.

### **B. Student Growth Goal Setting**

The teacher shall propose student growth goals and student growth measures for the evaluator to approve for Components SG-3.1, SG-6.1 and/or SG-8.1 on the Student Growth Goal Setting form (Appendix B-6). The goal for SG-6.1 and SG-8.1 may be the same goal. Teachers on the Comprehensive Evaluation Process shall set three (3) student growth goals; teachers on the Focused Evaluation Process shall set one (1) goal. The evaluator will provide necessary feedback to the teacher to allow the teacher to attain a minimum score of Proficient – 3 on each goal. The form shall be submitted to the evaluator by October 15, or three (3) days prior to the Pre-Observation Conference, whichever comes first.

### **C. Evidence**

1. The evaluator and the teacher will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year, especially for those criteria not observed in the classroom. All evidence and artifacts provided by the teacher shall be afforded due consideration by the evaluator in determining the final evaluation score.
3. Information from students, parents or any other source may be used as evidence if mutually agreed to by the evaluator and the teacher. If not mutually agreed, information from such sources may lead to follow-up with the teacher to determine whether a performance issue is present, utilizing the following procedures:

- a. The teacher is informed of the evaluator's concern regarding a possible performance issue.
- b. The teacher has been provided the specific information and a fair opportunity by the evaluator to respond to all information. Information from anonymous sources will not be used as a basis for evaluation.
- c. The evaluator has made a determination that the content of the information is valid and reliable.
- d. The content of the information is directly related to one or more of the rubrics within the eight (8) State Evaluation Criteria.

If the evaluator determines there is a concern about the teacher's performance, the evaluator will identify it, in writing, with written suggestions to address the concern, on the Observation Report Form (Appendix B-8) and provide a copy to the teacher. The teacher may attach written comments to the observation report.

#### **D. Record-Keeping**

1. A copy of the final evaluation report (Appendix B-9) and the teacher's written comments, if applicable, shall be included in the teacher's personnel file.
2. Teachers may submit artifacts and evidence in a variety of media.

#### **E. Electronic Monitoring**

All observations shall be conducted openly. Mechanical or electronic devices, including still photography, shall not be used (in the evaluation process) to listen to or record the procedures of any class without written consent of the teacher, unless it is submitted by the teacher.

### **9. COMPREHENSIVE EVALUATION PROCESS**

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher otherwise eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status. Any teacher who received a comprehensive summative evaluation performance rating of 1-Unsatisfactory or 2-Basic in the previous school year shall be evaluated on the Comprehensive process during the ensuing school year.

#### **A. Pre-Observation Conference:**

A pre-observation conference shall be held prior to the first formal observation. The conference may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The teacher and evaluator will mutually agree when to conference. The Student Growth Goal Form (Appendix B-6), shall be submitted to the evaluator by October 15, or three (3) days prior to the pre-observation conference, whichever comes first. The teacher will complete the Pre-Observation Conference Form (Appendix A-1) prior to the conference. The purpose of the pre-observation conference is to discuss the employee's student growth 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. Observations - Minimum Number/Time**

Annually, employees shall be observed at least twice in the performance of their assigned duties for a total observation time of at least sixty (60) minutes prior to the formal evaluation conference. Any required formal observation shall not be less than 30 minutes in length. 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.

For all employees, one (1) observation will be conducted prior to the end of the first semester. If an employee is absent, and the observation cannot be completed prior to the end of the first semester, the observation will be conducted at a reasonable time thereafter. The first observation will occur no later than five (5) days after the pre-observation conference, unless mutually agreed to by the evaluator and the employee or unless the employee's absence on the appointed day led to a delay. For new employees the first observation shall be held within the first ninety (90) calendar days of employment for a minimum observation time of thirty (30) minutes. 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. Observations will not take place on the day before winter or spring break.

The evaluator shall utilize the Observation Report Form (Appendix B-8) as documentation for the two (2) required observations. The evaluator will provide a copy of the documentation to the employee within four (4) days following the observation date and at least one (1) day prior to the post observation conference. The employee will complete and provide a copy of the Post-Observation Conference Tool (Appendix B-7) on this same timeline.

In the event that an evaluator conducts observations in addition to the two (2) required observations (or three (3) in the case of a third year provisional employee) that will be used as a basis for the final evaluation report, the evaluator will complete the applicable sections of the Observation Report Form (Appendix B-8) The evaluator will deliver a copy of the completed Observation Report form to the employee within five (5) days of the observation date and schedule a meeting within ten (10) days of the observation date to discuss the observation and make recommendations for improvement, if needed.

## **C. Post-Observation Conferences**

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date unless otherwise mutually agreed to by the evaluator and the teacher, or unless delayed by the absence of either. Conferences may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The teacher and evaluator will use the draft Observation Report Form (Appendix B-8) and the Post-Observation Conference Tool (Appendix B-7) as the basis for discussion at the conference.
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 entitled to submit

- additional evidence. The evidence provided by the teacher shall be afforded due consideration by the evaluator in determining the final evaluation score.
3. If there is an area of concern, the evaluator will identify it, in writing, and provide written suggestions to address the concern with support and coaching from the evaluator.
  4. Within a maximum of two (2) days of the conclusion of the post-observation conferences, the evaluator will complete the Observation Report Form (Appendix B-8), which both the evaluator and the employee will sign. The evaluator may or may not assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared. The employee's signature does not signify agreement. The employee will be provided a copy of the signed form.
  5. The teacher may attach written comments to the observation report provided they are submitted within five (5) days of the post-observation conference.

#### **D. Pre-Summative Evaluation Conference/Evaluation Report**

Following the completion of the required formal observations, the evaluator shall provide the teacher with a draft copy of an Evaluation Report Form (Appendix B-9) reflecting his/her preliminary ratings for the teacher on all components and criteria being evaluated at least two (2) days prior to a pre-summative evaluation conference, which shall be held no later than May 12<sup>th</sup>. The purposes of the pre-summative rating conference are to discuss the following:

1. The evaluator's preliminary rating on all components and criteria/criterion; and
2. Any additional evidence and artifacts the teacher would like the evaluator to consider before making a final summative rating.

With the mutual agreement of the teacher and evaluator, this pre-summative rating conference may be consolidated with a post observation conference following the final required observation. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted, except as provided in subsection 13. E below, in the case of probation extended into the following school year. In the event that the evaluation is not completed during the pre-summative evaluation conference, the evaluator shall complete the Evaluation Report Form (Appendix B-9) and provide a copy to the employee within five (5) days. The final evaluation report and conference shall be completed by May 15<sup>th</sup>. The evaluator and the employee shall both sign the final evaluation report. 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 no later than five (5) school days following the receipt of the final evaluation report.

Distribution of the final Evaluation Report shall be:

- a) original - school district personnel file;
- b) first copy - principal; and
- c) second Copy - Employee.

### **10. FOCUSED EVALUATION**

If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation (Appendices A-2, B-7 Focused, B-10 and B-11), provided that the teacher may only remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The District and the Association agree that it is not desirable for a teacher to be placed on probation from a Focused Evaluation Process. A teacher may be transferred from a focused to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. A request or decision to transfer a teacher from a focused to a comprehensive summative evaluation must be communicated, in writing, between the evaluator and the teacher on or before September 30<sup>th</sup>, unless a later date is mutually agreed to by the evaluator and the teacher.

- A. One of the eight (8) evaluation criteria must be assessed in a focused evaluation. 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, and it may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. The teacher's proposed criteria will not be unreasonably denied by the evaluator. If denied, the evaluator shall provide reasons in writing for such denial. Teachers on the Focused Evaluation Process shall set one (1) student growth goal (Appendix B-6).
- 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. Employees on the Focused Evaluation will be observed at least twice each year for a minimum of sixty (60) minutes in the performance of their assigned duties. As appropriate, the evaluation of the teacher may include the observation of duties that occur outside the classroom setting during the teacher's workday. Timelines for observations and conferences for the Focused Evaluation shall follow the process set forth in sub-section 8, Procedural Components of Evaluation, and subsection 9, Comprehensive Evaluation Process, above. The Focused Pre-Observation Conference Form (Appendix A-2) and the Focused Post-Observation Conference Form (Appendix B-7 - Focused) will be used for the Focused Evaluation process for the first observation only. The Focused Observation Form (Appendix B-10) shall be used to document all observations.
- E. The summative score is determined using the most recent Comprehensive Summative Evaluation score. This score becomes the Focused Summative Evaluation score for any of the subsequent years following the Comprehensive Summative Evaluation in which the certificated classroom teacher is placed on a Focused Evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator (refer to Appendix B-11, Focused Evaluation Final Summative Evaluation Report).
- 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.
- G. A teacher may apply the Focused Evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the Professional Educators Standards Board.

## **11. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE**

- A. The Association will be notified when any teacher is judged below Proficient -3, within seven (7) school days following completion of the teacher's final evaluation.
- B. When a teacher is judged below Proficient, any of the following conditions and provisions may be implemented to support the employee's professional development mutually agreed to by the employee and evaluator:
  - 1. The teacher's class size will not exceed the limits established in this Agreement;
  - 2. Assignment of a mentor;
  - 3. Other supports and resources mutually agreed to by the teacher and evaluator.
  - 4. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- 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 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a support plan for professional growth will be mutually developed by the evaluator and teacher within seven (7) days following the 1<sup>st</sup> First Post-Observation Conference.

## **12. PROVISIONAL EMPLOYEES**

When there is concern about progress of a provisional employee as documented on an observation report form, the provisional employee and the evaluator shall schedule a meeting with an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be developed a plan for professional growth whereby, the employee will be assisted in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

## **13. 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 deficiency along with a written reasonable plan of improvement.

- A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's performance is judged not satisfactory:
  - 1. Level 1 – Unsatisfactory or
  - 2. Level 2 – Basic – if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.
- B. 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 in accordance with WAC 181-82-110.

- C. 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 III Section 6, and,
  2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. 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 sixty (60) school days, any time after October 15, with notice to the Association and the teacher. The 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 which 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, and will spell out courses of action whereby the teacher will be assisted, counseled and tutored in improving his/her performance to an acceptable level.
  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.

Days may be added to the probationary period if deemed necessary to complete a program for improvement and evaluate the teacher's performance as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the teacher has five (5) or more years of teaching experience and the final summative rating as of May 15<sup>th</sup> of less than Level 2 (Basic). In such case, artifacts and evidence collected during the preceding school year and during the probationary process may be used to determine the final evaluation score.

- E. 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. The evaluator shall meet with and/or observe the employee at least weekly during the probationary period, unless delayed by the absence of either. The Observation Report Form (Appendix B-8) shall be used to document these meetings/observations. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation (Appendix B-9) of the progress, if any, made by the teacher.

4. The evaluator may authorize one additional certificated administrator to evaluate the teacher and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional certificated evaluator become part of that probationary process and this request must be implemented by including an experienced additional evaluator assigned by Educational Service District 105 and jointly selected by the District and Association (if not inconsistent with ESD practices) from a list of evaluation specialists compiled by the ESD. Any such request for an additional evaluator shall be made by the teacher in writing on or before the fifth (5<sup>th</sup>) day of the probationary period.
- F. A teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 (Basic) or above for a continuing contract teacher with five (5) or fewer years of experience or of Level 3 (Proficient) or above for a continuing contract employee with more than five (5) years of experience. A written notice will be provided to the teacher.
- G. 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.

#### H. 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.
- I. Action by the Superintendent:  
Following a review of the report submitted pursuant to subsection H. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for discharge or non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15, pursuant to the requirements of RCW 28A.405.300 or 28A.405.210. At the end of the probationary period, the employee

may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year.

This reassignment may not displace another employee nor adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

- J. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, upon written request, if no further unsatisfactory evaluation is made in the interim, be removed from the personnel file:
  - 1. Notice of Probation
  - 2. Notice of Removal from Probation and/or Notice of Superintendent Action

#### **14. DISCHARGE**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating below Level 2 (Basic) for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15<sup>th</sup>, whichever occurs first, implement the employee notification of discharge as provided in RCW.28A.405.300.

#### **15. 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) calendar days following receipt of said notice to file any notice of appeal and request for a hearing as provided by statute (RCW.28A.405.210 and 28A.405.300).

#### **16. 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 unless a request is made under the Public Records Act, in which case the individual and Association will be notified and provided a reasonable opportunity to seek a court order to prohibit the disclosure.
  - 2. Shared or published without notification to the individual and Association.
  - 3. Used to determine any type of base or additional compensation provided that this will not prevent the District from considering evaluation results in assigning supplemental positions.
  - 4. Used as a form of progressive discipline.

## **SECTION 6. C. NON-CLASSROOM TEACHER EVALUATION PROCESS**

This process applies to employees as defined in Section 6.A.2 above.

### **1. Responsibilities For Evaluation**

Each employee will be evaluated by the principal or his designee in the school in which the employee works. If an employee works in more than one building, then an evaluator of record will be mutually agreed upon by the principal(s) and the employee.

### **2. Observations - Minimum Number/Time**

Annually, employees shall be observed at least twice in the performance of their assigned duties for a total observation time of at least sixty (60) minutes prior to the formal evaluation conference, with one (1) observation being no less than thirty (30) minutes in length. 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.

For all employees, one (1) observation will be conducted prior to the end of the first semester. If an employee is absent, and the observation cannot be completed prior to the end of the first semester, the observation will be conducted at a reasonable time thereafter. For new employees the first observation shall be held within the first ninety (90) calendar days of employment for a minimum observation time of thirty (30) minutes.

When there is concern about progress of a provisional employee as documented on an observation report form, the provisional employee and the evaluator shall schedule a meeting with an Association representative to occur within five (5) days, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be developed a plan whereby the employee will be assisted in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

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.

The evaluator and the employee shall plan in advance for at least one (1) of the required classroom observations. The evaluator shall utilize the Observation/Evaluation Report Form (Appendix B-1 or B-2) as documentation for the two (2) required observations or three (3), in the case of a third-year provisional employee. If the employee is a non-classroom teacher, the employee and evaluator will mutually agree to the use of either Appendix B-1 or B-2 prior to October 15 each year. If mutual agreement cannot be reached the superintendent shall decide which form to use. No later than five (5) school days following the observation, the evaluator shall discuss the observation in a conference with the employee and provide the employee with a copy of the Observation Report Form.

In the event that an evaluator conducts observations in addition to the two (2) required observations (or three (3) in the case of a third-year provisional employee) that will be used as a basis for the final evaluation report, the evaluator will complete the applicable sections of the Observation/Evaluation Report Form (Appendix B-1 or B-2). The evaluator will deliver a copy of the completed Observation Report form to the employee within five (5) days of the observation date and schedule a meeting within ten (10) days of the observation date to discuss the observation and make recommendations for improvement, if needed.

### **3. Evaluation Reports**

The principal or immediate supervisor will review the Observation/Evaluation Report Form (Appendix-B-1 or B-2) for the employee's personnel file at the conference. The final evaluation report and conference may be completed during the same meeting as the final observation conference. The final evaluation report and conference shall be completed no later than five (5) school days following the final observation conference. The final evaluation report and conference shall be completed by May 15.

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 no later than five (5) school days following the final evaluation conference. Distribution of the final Evaluation Report shall be:

- a) original - school district personnel file;
- b) first copy - principal; and
- c) second Copy - Employee.

### **4. Short Form Evaluation/Professional Growth Cycle (PGC) Evaluation**

Employees eligible under RCW guidelines may choose to be evaluated using the short form/PGC instrument, so long as the administrator agrees with the project and appropriateness of this approach for the employee involved. Evaluator and employee must both elect the short form/PGC evaluation process by October 15. The evaluation must be completed by May 15.

#### **Short Form/Professional Growth Cycle Process (PGC)**

1. After four years of satisfactory evaluations and with the employee's consent, the short form evaluation process can be used.
2. The short-form evaluation process shall consist of:
  - a. Participants shall complete a Professional Growth Plan (Appendix-B-4) that is mutually acceptable to the employee and the evaluator. Participants must also be committed to setting and accomplishing worthwhile goals that focus on instruction.
  - b. One formal observation of at least thirty (30) minutes in length.
  - c. One written summary of the formal observation (Appendix B-1 or B-2).
  - d. The Short Form Evaluation report (Appendix B-3). The final evaluation report and conference shall be completed by May 15.
3. The Short-Form Evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory.

4. The standard evaluation process must be followed at least once every three (3) years.

## **5. PROBATIONARY PROCEDURE**

### **A. General Statement**

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 performance relating to the instructional program. Provisional employees are excluded from the probationary procedure and shall be provided assistance with performance issues as outlined in Article III, Section 6.B. 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. If the principal determines that there is an alternative to probation, he/she may continue to work with the parties involved.

If it becomes necessary to place an employee on probation, such action shall be in accordance with the evaluation procedure. The probationary period shall begin at any time after October 15 and shall include sixty (60) school days in the same school year. The probationary period must end by May 15 of any school year. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The Association President shall be notified by the Superintendent by January 10 each year if any employees are being considered for probation.

The probationary process is to be implemented and completed within this time period. If an employee is being considered for probation, the recommendation to the Superintendent for probationary status may be made only after the employee's evaluation report has been completed and reviewed with the employee. The recommendation for probation must be in writing.

### **B. Establishment of Probationary Period**

If the Superintendent concurs with the principal/supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in probationary status beginning no earlier than October 15 and continuing for sixty (60) school days. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.

When the employee is placed on probation, he/she shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. A statement of the problem in terms of instructional deficiency as related to the evaluation criteria.
2. A statement of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
3. A reasonable program for improvement and assistance by the principal/supervisor, which spells out courses of action whereby the certificated employee will be

assisted, counseled, and tutored in improving his/her performance to an acceptable level (*see #2 above*).

4. The length of the probationary period must be sixty (60) school days. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.

The principal/supervisor will be responsible for supervising the probation. The principal/supervisor may ask for help from the Superintendent or his/her designee to supervise the probation.

During the probationary period, the principal/supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee.

The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the Superintendent in those areas specifically detailed in the notice of probation.

### **C. Principal/Supervisor's Post Probationary Report**

The principal/supervisor shall submit a written report to the Superintendent at the end of the probationary period, which shall identify whether the performance of the probationary employee has improved and set forth, one of the following recommendations for further action:

1. Removal of the probationary status.
2. Removal of the probationary status if accompanied by a letter identifying areas where further improvement is required.
3. Non-renewal of the employment contract of the employee.

### **D. Action by Superintendent**

Following a review of reports submitted pursuant to the supervisor's post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for discharge or non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15, pursuant to the requirements of RCW 28A.405.300 or 28A.405.210. At the end of the probationary period, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year.

This reassignment may not displace another employee nor adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

## **SECTION 7. STAFF PROTECTION**

The Board will protect certificated employees by purchasing liability insurance in the amount of \$500,000 per occurrence. This will be accomplished by the purchase of a standard comprehensive bodily injury and property damage liability insurance policy. It is

further agreed that the Board will not subrogate its right to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during the regular duty hours or were for extra-curricular activities outside the regular duty hours.

In accordance with District and site safety plans, the District shall provide information in a timely manner to staff in affected buildings/classrooms regarding weapons, illegal substances, student fights, gang activity and students who have committed felony crimes that impact building safety and threats against employees.

The staff protection policy will be applicable to certificated employees employed by the District. Any certificated employee who is threatened with bodily harm by an individual or a group while carrying out his assigned duties will notify immediately his building principal or supervisor. The principal or supervisor will notify the Superintendent's office and the Association, unless the employee requests otherwise, of the threat and take immediate steps in cooperation with the certificated employee to provide every reasonable precaution for his/her safety.

Written notice of the threat and precautionary steps will be submitted to the Superintendent's office at the earliest possible time.

When an employee or employee's family member is threatened with harm or physically assaulted in the performance of his/her professional duties or at a school related event performing in an official capacity, the District shall notify the appropriate law enforcement authorities in order to cause such activity to cease.

Threats of injury or death to employees, including substitutes, will be investigated. An employee who is threatened by any person or group while carrying out assigned duties will immediately notify his or her supervisor, or be notified by the supervisor in the event the employee is not already aware of the situation. The supervisor will notify the Superintendent. The employee or supervisor will have the option of notifying the police.

Following threats of harm, injury or death, immediate steps will be taken, with the cooperation of the employee, to provide for the employee's safety. Precautionary measures for the employee's safety will be reported to the Superintendent at the earliest possible time.

Precautionary measures undertaken by the District will be implemented in accordance with the specific needs of the situation. When a principal/administrator becomes aware of a threat, they will:

- 1) Identify the nature of the threat.
- 2) Make every attempt to identify the person making the threat.
- 3) If appropriate, lock down the classroom, or other rooms, involved, and, if necessary, lock down the school.
- 4) If possible and/or practical, do not remove, erase, destroy, or clean any evidence prior to contacting the police and/or a School Resource Officer (SRO) and following their direction.

- 5) Take appropriate steps to provide for the safety of the employee, in consultation with the employee.
- 6) Support staff seeking personal protections available under the law.
- 7) Remain in contact with the employee to offer assistance and support through available District resources.
- 8) Staff in the building from which the threat occurred shall be made aware of the nature and identity of the threat by District email by close of day.

The District supports any employee who seeks legal redress for violations of the law committed by students or members of the public who verbally or physically abuse an employee while he or she is performing duties for the district. In cases of verbal or physical abuse/threats, including racist and hate speech, the District shall, when appropriate, refer issues regarding RCW 28A.635.010 (insulting or abusing staff), and/or 28A.635.100 (intimidating or threatening behavior) to the appropriate law enforcement personnel.

Any reported incident involving work-related harassment, bullying, and/or cyber-bullying of an employee by parents, students, administrators or other employees will be promptly investigated by the District. Employees are encouraged to file a complaint with the District and provide a copy to the Association.

The District will investigate allegations of cyber-bullying, derogatory web postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text messaging, or other technology misconduct that threatens an employee's safety and/or professional reputation. The District will investigate evidence of such activity and take action when appropriate in accordance with District policies and procedures and student discipline policies and procedures.

Employees are encouraged to file a complaint with the District and provide a copy to the Association in any situation when student misuse of technology threatens an employee's safety and/or professional reputation.

If necessary, the District and/or Association will notify law enforcement agencies regarding any such activities perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCWs.

When a certificated employee has been physically and/or mentally disabled because of an assault on his person arising out of and/or in the course of his employment, the Board will grant the injured certificated employee leave of absence for a period not to exceed one year.

Certificated employees whose personal property is damaged in an assault on his person arising out of and in the course of his employment may apply for reimbursement of costs of repairs or replacement. Request for reimbursement will be made by a letter addressed to the Superintendent. The letter will include a full statement describing the assault, listing all damages incurred and noting the date, hour, and witnesses.

The District shall hold harmless and defend each certificated employee from claims for damages caused or alleged to have been caused in whole, or in part, by that certificated employee while performing his or her duties as an employee in the District under

provisions of the District's liability policy provided that the District shall not be obligated to assume any costs or judgments held against the certificated employee's willful negligence, violation of law or criminal act as determined by a court of law

## **SECTION 8. ASSIGNMENT, VACANCIES, AND TRANSFER**

### **A. Definitions**

1. **Assignment.** An individual's current position
2. **Vacancy.** A position that has been vacated and is scheduled to be refilled or one which has been newly created.
3. **Transfer.** A change to another worksite.
  - a. Voluntary transfer is one initiated by the employee.
  - b. An involuntary transfer is one initiated by administration.
4. **Reassignment.** A change in assignment within the same worksite.
  - a. Voluntary reassignment is initiated at the request of the employee.
  - b. Involuntary reassignment is initiated by the administration.
5. **Seniority.** The seniority of employees within the bargaining unit shall be established as of the date of employment in the Grandview School District.

### **B. Assignment**

To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned (*except in accordance with the regulations of the OSPI*) to subjects outside their teaching certificates and/or areas of endorsement. In case of layoff/recall, procedures in Section 18 shall apply. The District shall provide a copy of the Intent to Return Form (Appendix C) in electronic form annually. Employees shall be notified, in writing, not later than five (5) days before the last day of school of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments.

### **C. Voluntary Transfer/Reassignment/Job Openings**

In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or re-assignment, the following procedure shall be used:

- 1) Employees desiring a transfer shall complete a request form annually, by April 1, which shall be kept on file by the District (Appendix D-Request for Transfer, Employee Job Trade or Alternate Assignment).
- 2) Employment of any new employee for a specific position shall not be made until all of those employees who have a pending request for transfer or reassignment to that position 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 each employee whose request for transfer or reassignment was not granted, and the reason(s) for not granting the request. Upon request, the Superintendent shall meet with any

employee desiring a personal conference. To assure that employees are given 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, including summer school and extracurricular activities as defined in the CBA, shall be publicized to the staff and Association through a written notice and shall be posted in each school and office throughout the District. A copy of the posting shall be sent to the Association president and secretary, as far in advance of the date of the opening of any vacancy or new position as is possible.
- b) Said notice of vacancy or new position shall clearly set forth the qualifications for the vacancy or new position and the procedure for applying.
- c) All such vacancies or new positions shall be filled on the basis of who is best qualified for the position using the following criteria:
  - In-District Experience
  - Credentials (certificate/endorsements)
  - Training and Experience/Special Qualifications
  - Current Assignments (including student teaching)
  - Evaluations/References
  - Interview
  - Performance Assessment

The interview team will evaluate each candidate using the Job Candidate Evaluation Instrument (Appendix E). Total score on the evaluation instrument (grid) will determine qualification.

- d) The interview team shall be made up of the principal, a minimum of two (2) members of the Association, and others as appropriate.
  - e) If two (2) or more applicants are equally qualified as determined by the interview team considering the above criteria, current District staff shall have preference over equally qualified out-of-district applicants.
- 4) One (1) day of per diem compensation for preparation and orientation shall be given the affected employee for a voluntary reassignment under the following conditions:
    - a change in Preschool-5 grade level assignment that has not been taught previously or has not been taught for three (3) or more years, including a change in language delivery (e.g. Spanish) P-5 that has not been taught in three (3) or more years.
    - at the secondary level (grades 6-12), a change in assignment to a course/courses that has/have not been taught previously or has not been taught for three (3) or more years.
  - 5) One (1) day of per diem compensation shall be given the affected employee for a voluntary transfer in order to complete the move and become oriented to the new location.

#### **D. Involuntary Transfer/Reassignment**

- 1) Each transfer/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. Such involuntary transfers/reassignments will not be made in a capricious or arbitrary manner, or for punishment.
- 2) The Superintendent shall notify the affected employee and the Association, in writing, of the reasons for such transfer/reassignment before the change is to become effective.
- 3) At least ten (10) days written notice will be given to the employee who is to be transferred or reassigned, however, a (3) day written notice may be given in case of emergency.
- 4) Two (2) days of per diem compensation for preparation and orientation shall be given the affected employee for an involuntary reassignment under the following conditions:
  - a change in Preschool-5 grade level assignment that has not been taught previously or has not been taught for three (3) or more years, including a change in language delivery (e.g. Spanish) P-5 that has not been taught in three (3) or more years.
  - at the secondary level (grades 6-12), a change in assignment to a course/courses that has/have not been taught previously or has not been taught for three (3) or more years.
  - at the secondary level, a maximum of three (3) days per diem pay may be claimed during the student year.
- 5) Two (2) days of per diem compensation shall be given the affected employee for an involuntary transfer in order to complete the move and become oriented to the new location.
- 6) Employees who are transferred will be given priority on returning the following year to the position from which they have been transferred if openings for which they are qualified become available, and their transfer was due to enrollment shifts or lack of funds.
- 7) In the event of an involuntary room change initiated by the District, up to one and one half (1 1/2) days of pay, at the discretion of the employee, at the employee's per diem rate shall be given the affected employee to complete the move to the new room (within building move only).

#### **E. Employee Job Trade**

The Superintendent or his/her designee shall have final approval on all assignments. Employees interested in a job trade shall submit a request to the building principal (Request for Transfer, Employee Job Trade or Alternate Assignment, Appendix D). The District shall provide a list of all positions eligible for job trades within two (2) weeks after issuance of intent forms.

#### **F. Alternative Job Assignments**

Employees interested in alternative job assignments (*looping, sharing, exchanges, etc.*) shall submit a written request to the building principal. (Request for Transfer, Employee Job Trade or Alternate Assignment, Appendix D).

## **G. Long Term Substitutes**

- 1) The parties recognize by rulings of the Public Employment Relations Commission that substitute employees who work twenty (20) consecutive days in the same assignment shall be entitled to placement on the salary schedule (refer to Article III, Section 13) on the 21<sup>st</sup> day of employment. Placement of substitutes on the salary schedule shall be based on their educational attainment of a Bachelor's degree or higher and experience records that the District possesses in accordance with Article III, Section 13 of the CBA for the balance of that assignment. 20+ day substitutes who do not possess a Bachelor's degree will be placed at the BA plus zero step. If a 20+ day substitute is required by the District to vacate an assignment temporarily because of limitations on the 20+ day substitute's certificate, or if the 20+ day substitute is absent from work due to illness but remains in the same assignment upon return, the interruption shall not be deemed an interruption in service and the 20+ day substitute's pay will remain at the higher level notwithstanding the interruption.
- 2) If it is the intention of the District that the substitute remain in the assignment for a definite period of time greater than forty-five (45) school days, the District shall immediately issue the individual either a Leave Replacement Contract (replacing a regular employee on leave) or a Provisional Contract (not replacing a regular employee on leave). In all other circumstances a substitute assigned to a position as described in this sub-section shall be issued either a Leave Replacement Contract or a Provisional Contract upon forty-five (45) school days in the assignment, provided the substitute possesses the requisite certification for the assignment (not including a substitute certificate or emergency certificate). If the substitute does not possess the requisite certification for the assignment, the District shall, no later than thirty-five (35) school days after the substitute is initially assigned to the position, either request from OSPI conditional or emergency certification on behalf of the substitute or remove the substitute from the assignment. Employees issued contracts under this Section shall be covered by all of the provisions of the collective bargaining agreement except that substitutes with whom the District contracts in accordance with this sub-section will not be subject to the evaluation requirements of Article III, Section 6 and leave replacement employees hired pursuant to RCW 28A.405.900 shall have no continuing interest in their employment or its nonrenewal at the expiration of their leave replacement contract.
- 3) The District will either not assign 20+ day substitutes to cover plan periods, or compensate 20+ day substitutes for teaching an additional class during a plan period at the relevant agreed-upon rate, at the District's option.

## **SECTION 9. TEACHING HOURS**

Regular building hours for employees shall be seven and one-half (7½) hours a day, including a continuous thirty (30) minute duty-free lunch period. The employee seven and one-half (7½) hour workday will include thirty (30) minutes before and thirty (30) minutes after the scheduled student day. During this time, the employee is to be available for students and patrons including IEP/504 meetings at which the employee's attendance is requested or required. Thirty (30) minutes at the beginning of the day and thirty (30) minutes at the end of the day shall be standard. Individual Site Councils may request a waiver for up to one (1) year from this standard from the Association, following an internal Association waiver review and approval process. If the waiver is approved by the Association, the waiver will be advanced to the School Board for consideration and

approval. The starting and dismissal times may vary from school to school as determined by the District.

In regard to delayed opening and/or early dismissal days, the workday of employees may be modified at the discretion of the superintendent. In the event that all schools are closed because of inclement weather or an emergency, employees shall not be required to report to work.

Whenever possible, the District shall communicate the determination for a late start or school closure no later than 6:00 am. Employees shall be required to arrive no later than thirty (30) minutes before the students' classes begin and to remain thirty (30) minutes after the students' classes end. The District will determine on the day prior to a closure whether instruction will be provided remotely online during the closure and communicate the decision to staff, students and parents no later than 2:00 pm of an anticipated closure. If the District decision is to provide online instruction due to inclement weather, employees may provide online instruction from home for their safety.

All employees in the certificated bargaining unit shall receive preparation time. All non-classroom employees are responsible for submitting their preparation time schedule to their principal/supervisor. Each grade Preschool-5 employee shall receive a minimum of two hundred (200) minutes of preparation time per 5-day week. Each grade 6-12 employee directly involved in classroom activities shall have at least forty-five (45) minutes of preparation time during each workday. In scheduling preparation time, the District will strive to provide equal access for all employees to early release professional development/professional learning community time within each building.

Preparation time shall be used to allow employees time to prepare for instruction and other work-related expectations and it shall not be assigned to other duties. Employees may use for preparation all time during which their classes are receiving instruction from various specialists, except where the specialist may require the employee's assistance. In addition to the times noted above, daily elementary building schedules may include one fifteen (15) minute recess for students. If a building grade level team decides a recess will be scheduled, the principal, in consultation with grade level team, shall create a rotating recess supervision schedule for the certificated teaching staff.

When possible, the District shall hire substitutes when employees are on short-term absences so long as it is felt that the substitute can maintain the program. Short-term absences are defined as absences of one-half (1/2) day or more. If employees are requested by administration to provide substitute coverage during their preparation time, such requests should be made on an equitable basis to minimize the number of preparation periods any one employee would need to cover.

An employee shall receive forty-two dollars (\$42.00), or the employee's per diem, whichever is lower, compensation for the loss of each preparation period, or lost prep time may be banked for comp time at the employee's discretion. Prep periods may be banked at the rate of one (1) day off for each three-hundred-sixty (360) minutes of lost time. The passing time before class is included. The banked time shall be kept on a Banking Prep Time form and submitted when complete. If time is to be banked, the correct box must be checked on the Prep Period Compensation form. This day shall be scheduled, with the building principal, with a notice of ten (10) school days to allow selection from a list of low substitute utilization days. Comp day must be scheduled within thirty (30) days of the

date of accumulation of a full day. Accumulation of the scheduled days will be allowed but will be limited to 5 people scheduled on any particular day. If not scheduled, the loss of prep time will be paid at forty-two dollars (\$42.00), or the employee's per diem, whichever is lower, per sixty (60) minutes. The payment will be made during the next full pay period and loss of prep time banking forms must be submitted by April 30. Time will not carry over to the next school year, but will be paid on the July check. The option of banking for the purpose of accumulating comp time ends April 30. Less than one (1) period, short-term coverage, can be banked to equal a full prep at your building and then paid at forty-two dollars (\$42.00), or the employee's per diem, whichever is lower, per hour. The Banking Prep Time Form must be submitted for payment by June 30.

Employees may leave their buildings after the dismissal of their students on days preceding vacations with the principal's permission. Any modification(s) to the workday or preparation period must go through the Site Based Decision Making process.

## **SECTION 10. PAYMENT**

All employees shall be paid in twelve (12) monthly installments, payments to be made on the last day of each month that is not a Saturday, Sunday, or legal school holiday.

In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on the next paycheck. A cumulative error shall be corrected at the rate of accumulation unless other arrangements have been worked out by the employee and the business office.

Employees leaving the District may be paid in full upon request on the final June check, providing funds are available. The final payment request must be received in the District office by June 1.

All employees shall be paid in twelve (12) monthly installments, payments to be made on the last day of each month that is not a Saturday, Sunday, or legal school holiday.

In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on the next paycheck. A cumulative error shall be corrected at the rate of accumulation unless other arrangements have been worked out by the employee and the business office.

Employees leaving the District may be paid in full upon request on the final June check, providing funds are available. The final payment request must be received in the District office by June 1.

### **A. Extra-Curricular/Assignment Compensation**

#### **1. Instructional/Preparation:**

For Extended Day, Tutoring, Credit Retrieval and in-District Professional Development and training outside the contracted workday/work year, the hourly rate of pay will be: curriculum rate of pay which will be forty five dollars (\$45.00) or the employee's per diem rate of pay, whichever is lower, per hour. The Summer School hourly rate will be forty-five dollars (\$45.00) or the employee's per diem rate of pay, whichever is lower, per hour. This rate of pay shall be utilized to help establish the amount of the Supplemental Contract. It is understood that some projects could vary in actual hours worked.

#### **2. Student Supervision:**

For Detention, Evening/Saturday School and other activities where student supervision is the primary activity (*not instruction*) the rate of pay will be: the base rate of pay of the Salary Schedule (Appendices I) /contracted days/seven (7) hours.

### **3. Curriculum Unit Writing**

For Curriculum/unit writing outside the contracted workday/work year, the rate of pay will be forty dollars (\$40.00) per hour or the employee's per diem rate on the Salary Schedule (Appendices I), whichever is lower. Any Curriculum/Unit writing must have specific, advance approval by the District to be compensated.

These rates of pay shall be utilized to establish the amount of the supplemental contract. It is understood that some projects could vary in actual hours worked. It is also understood that for some of the listed activities the total activity hours cannot be accurately projected ahead of time and will be compensated as hours worked with appropriate approval by the District.

## **SECTION 11. SALARY SCHEDULE**

The Salary Schedule will be the negotiated schedules contained in this Agreement (refer to Appendices I).

In any case, salaries shall be in compliance with state rules and regulations.

## **SECTION 12. EXTRA DUTY SALARY SCHEDULE AND INTRAMURALS**

All of the extra-curricular assignments appearing in the Extra-Curricular Salary Schedule chart below, excluding SST, Resource Management Team, IEP Meetings and, during the school year, State Assessment Test Coordinators, shall be publicized to all staff and the Association by e-mail and posting on the District website. Payment for any additional activity not included in this Section shall be negotiated with the Association. Supplemental contracts for all assignments in this Section shall be issued on or before November 1 each year for assignments starting at the beginning of the year and otherwise within two (2) weeks of the start of the assignment. Employees will be provided written notification that a contract will not be issued for the upcoming school year on or before August 15 each year.

**EXTRA-CURRICULAR SALARY SCHEDULE**

<b>Group/Increment</b>	<b>No. Exp.</b>	<b>1 yr</b>	<b>2 yrs</b>	<b>3 yrs</b>	<b>4 yrs</b>
High School Instrumental Music Performances/Night of the Arts High School Leadership	.1371	.1463	.1542	.162	.1698
High School Band Director Playoff Pay	\$150.00 per day				
Middle School Leadership Drama High School Choral Music/Night of the Arts	.1338	.1414	.1490	.1565	.1641
Annual Director	.0909	.0951	.0993	.1035	.1077
MS Music Performance	.048				
Junior/Senior Class Advisors Freshman/Sophomore Class Advisors House Leaders GHS Ten Department Heads ( <i>secondary only</i> ) Key Club Honor Society Foreign Language Club Science Fair Patrol Coordinator Elementary Music Performance Art Director/Coordinator-Night of the Arts	.0105				
Parent Involvement Night Coordinator Math Night Coordinator Literacy Night Coordinator Science Night Coordinator	.0105				
Math Competition Coach Science Competition Coach Literacy Competition Coach	.0211				
Journalism We Day Advisors Art Club Advisors	.0211				
Knowledge Bowl	.0656				
Stage Design	.0240				
Director of Music for Drama production High School Assistant Drama Director (stipend listed paid for each production)	.0354				
PLC Team Leader ( <i>secondary and elementary</i> ) Elementary Math Grade Level Leader, and Elementary Literacy, Grade	.0311				

Level Leader	
<u>(1) Up to two (2) years of experience credit for out of district.</u> <u>(2) Percentage figured on base pay of the negotiated Salary Schedule in this Agreement (Appendices I)</u>	

The work in the chart below is not paid via supplemental contract.

Student Services Team (SST) Resource Management Team IEP Meetings (for non-Special Education staff)	Project/Curriculum rate (see (3) below) per hour outside the workday. <ul style="list-style-type: none"> <li>Classroom teachers shall receive payment for up to ten (10) hours of participation in these meetings.</li> <li>SST Facilitator shall receive payment for up to thirty (30) hours of participation.</li> <li>Payment in addition to the hours noted above requires approval of the Assistant Superintendent for Finance and Operations.</li> </ul>
Curriculum Council	Employee's Project/Curriculum rate per hour outside the contracted workday
New Units of Study Training	Project/Curriculum rate (see (3) below) with prior written approval from principal
State Assessment Test Coordinators	Up to 21 hours paid at Project/Curriculum rate (see (3) below) per hour outside the workday.
Retention Bonus	If the District proposes to pay a retention bonus to any employee in the District, the amount and recipient(s) of the bonus will be negotiated between the District and the Association prior to its payment
Signing Bonus	If the District proposes to pay a signing bonus to any employee in the District, the amount and recipient(s) of the bonus will be negotiated between the District and the Association prior to its payment

(3) Project/curriculum rate is forty-five (\$45.00) per hour or per diem, whichever is lower.

### **EXTENDED DAYS SCHEDULE**

Title of Position	# of Days (per Full Time Employee) at per diem rate of pay
Psychologist Speech Language Pathologist	15
High School Counselors	17
Middle School Counselors	12

Elementary Counselors	8
Elementary Librarians	8
Secondary Librarians	8
Dual Language Teacher	2
Academic Coaches	Up to \$9000.00 annually, paid at the employee's per diem rate of pay for hours worked beyond the contracted workday.
WaKids	2 (+1 for receipt of initial training) In lieu of the two (2) days provided, Employees responsible for five (5) or fewer students will be provided up to thirty (30) minutes per student for each input event.
WA-AIM Assessment	4 hours per student; or release time with the approval of the Special Education Director

### **Special Education Case Load Supplemental Hours**

In order to facilitate the educational assessment and programming of disabled students, and to provide health, medical and legal safeguards for the students and employees and the additional responsibility to meet the state and federal requirements for developing and monitoring Individualized Education Plans and the associated data, Preschool-12 Certificated Classroom Special Education Resource Room and Self-Contained Teachers shall have access to IEP Supplemental Hours. For each IEP there will be only one primary case manager. The supplemental hours will be available, in addition to weekly early release time and hiring of substitutes for release time for up to five (5) days per school year, upon request, to the Special Education Director, and not to exceed two (2) days in any one month without the Director's approval according to the criteria outlined as described below:

- A. In the case of programs that have control of their own scheduling such as resource classrooms IEP preparation and meeting time (outside the workday) may be submitted for supplemental payment at per diem rate.

# of Assigned IEP's	# of Supplemental Hours
1-15	up to 26 hours
16-20	up to 31 hours
21-25	up to 36 hours
26-30	up to 41 hours
31-35	up to 46 hours
36-40	up to 51 hours
41+	up to two (2) hours per additional IEP over 41 (paid at per diem rate)

B. In the case of programs that have no control of their own scheduling, such as elementary self-contained rooms, secondary self-contained classroom, IEP preparation and meeting time (outside the workday) may be submitted for supplemental payment at per diem rate.

# of Assigned IEP's	# of Supplemental Hours
1-10	up to 26 hours
11-15	up to 31 hours
16-20	up to 36 hours
21-25	up to 41 hours
26+	up to two (2) hours per additional IEP over 26 (paid at per diem rate)

Any claim for pay in this category requires prior notification of the Director of Special Education before the performance of the work to be compensated. Special Education Staff shall utilize the supplemental pay form, indicating the dates and times, and submit the form to the Director of Special Education.

**CTE Extended Learning Days**

The intent of Extended Learning Days is related to a specific Career & Technical Education Program and not individual teachers. A teacher with less than a full FTE will have the number of days rounded to the nearest half day.

CTE Extended Days Schedule

Title of Position	# of Days (per Full Time Employee)
Agriculture/FFA	8
Tri-plex/Skills USA	8
Business/FBLA	8
Family & Consumer Science/FCCLA	8
Marketing/ DECA	8
Engineering/TSA	8
Medical Pathways/HOSA	8

Additional CTE Extended days will be awarded per employee based on the schedule below\*:

Activity	Days	Criteria
Lead CTSO Advisor/High Activity CTSO	+5	<ul style="list-style-type: none"> <li>• 75% of time must be spent with students not including class time</li> <li>• Two regular meetings per month with sign-in and minutes</li> <li>• Attendance at CTSO events (competitions, local meetings, etc.)</li> <li>• Annual CTSO Fundraising as described in annual Program of Activity</li> <li>• Active CTSO enrollment Active enrollment defined:               <ul style="list-style-type: none"> <li>○ A minimum average of 15 student members</li> <li>○ 15+ students attend one or more regular meetings as evidenced by sign in sheet and meeting minutes</li> <li>○ 10+ unique students that attend building and/or regional competitions averaged over the past three years</li> </ul> </li> </ul>
Support CTSO Advisor or Low Activity CTSO	+3	<ul style="list-style-type: none"> <li>• Assist Lead Advisor or doesn't meet the active enrollment definition above</li> <li>• 75% of time must be spent with students outside of class time</li> <li>• Two regular meetings per month with sign-in and minutes</li> <li>• Attendance at CTSO events (competitions, fair, local meetings, etc.)</li> <li>• Annual CTSO Fundraising as described in the annual Program of Activity</li> </ul>
FFA Fair Lead	+15	<ul style="list-style-type: none"> <li>• 75% of time must be spent with students</li> <li>• Activities will include the Yakima Valley Fair and Rodeo and the Central Washington State Fair.</li> <li>• Sign-in sheet required.</li> </ul>

FFA Fair Secondary	+4	<ul style="list-style-type: none"> <li>• Second CTE teacher</li> <li>• 25% of time must be spent with FFA students on site at the Yakima Valley Fair and Rodeo and the Central Washington State Fair.</li> <li>• Sign-in sheet required.</li> </ul>
Greenhouse	+5	<ul style="list-style-type: none"> <li>• 75% of time must be spent with students not during school hours</li> </ul>
Lead Advisor Competitions/Conventions	+7	<ul style="list-style-type: none"> <li>• 1 day paid for each day of State, National, or International (or special invitational) competition/convention outside of contracted hours</li> <li>• Students must participate in competitions/conventions</li> </ul>
CTE Vehicle Maintenance/Upkeep	+2	<ul style="list-style-type: none"> <li>• Designated CTE vehicles</li> </ul>
Streaming/Broadcasting Lead	+7	<ul style="list-style-type: none"> <li>• Number of events must be equal to or greater than five (5)</li> </ul>
Streaming/Broadcasting Support	+3	<ul style="list-style-type: none"> <li>• Number of events must be equal to or greater than three (3), either assisting lead or independently</li> </ul>

\*These additional days must be pre-approved upon submission of a Program of Activity for these additional activities by the CTE Director. Other activities may also be approved by the CTE Director.

In special circumstances, further additional days beyond those allocable in accordance with the above tables may be made available in response to an employee's request, with the pre-approval of the CTE Director.

### Stipends

Double dipping of time is not allowed

- Journalism
- Yearbook
- Leadership
- Streaming/Broadcasting Lead and Support

### **Guidelines for Extended Day Contracts**

- Advisors must submit their Program of Activity and receive approval from the CTE Director, each year prior to activities to be claimed.
- Advisors must secure Pre-Approval from the CTE Director for activities by submitting the Extended Learning Timesheet form. If the CTE Director denies activities an appeal can be made to the principal. The principal's decision is final.
- The Extended Learning Day Contract Timesheet form needs to be completed and submitted to the CTE Director for hours worked including the day, activity and the students involved. The student sign-in sheet is required.
- Extended Learning Contracts are based on completion of the anticipated Program of Activity work for the chapter for the school year. Revisions to the Program of

Activity (proposed additions to or removals of previously planned activities) occurring during the school year will be submitted to the CTE Director for approval.

- The calendar year for Extended Learning Contracts is from July 1 to June 30. All extended learning hours must be served and claimed, with the approved form. Any claims for extended day must be received in the district office by June 30. Extended Learning days served in July and August will be paid at the end of September based on the new contract level information.
- Seventy-five (75%) of hours worked for the year must be documented student-contact hours. This specifically excludes time spent in class (and excludes personal travel time to the school site)

These activities include, but are not limited to the following activities that occur outside the contracted day:

- CTE CTSO events and time to prepare for these activities
- Project Visitations (ie., FFA SAE projects)
- Community Service activities with students
- Attending conventions with students
- Fairs, Career fairs, Conventions with students
- Leadership Development Workshops
- Fundraising activities

Twenty-five (25%) of hours worked for the year can be for other activities that are above and beyond what is expected for a normal classroom teacher.

These activities include, but are not limited to the following activities that occur outside the contracted day:

- Advisory committee meetings
- Career & Technical Education Teacher Conferences (WaACTE, WITEA, etc.)
- Planning for CTSO competitions and program (registration, securing lodging, travel packets, etc.)
- Chaperone hours for student-centered activities need to be pre-approved as part of Travel Packet planning. The total number of approved non-educational hours will be based on the submitted travel itinerary.
- Visiting industry
- Employer/Employee visitations
- Maintenance of facilities (excluding regular classroom & common equipment cleaning and upkeep, which are part of the CTE professionals general responsibilities)
- Development and implementation of CTE program standards
- CTE program Frameworks, Program of Activity

The following activities are not considered approved extended learning day activities

- Grading papers, importing/exporting grades, parent conferences
- Preparation for school opening or work connected with the conclusion of the school year
- Workshops and/or classes taken specifically to move on the salary scale

- Lesson planning (within the scope of a typical CTE lesson)
- Personal business while using school vehicles or resources
- Normal school hours while school is in session if you are at an activity or conference.

CTE Teacher Certification program hours, nor hours required for PD to maintain current credentials. PD required by the District for additional certification to obtain an additional credential to teach a new course shall be compensated.

## **SECTION 13. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE**

### **A. A. Placement of employees on the salary schedule**

Employees shall be appropriately placed on the negotiated salary schedule (Appendix I), based on experience and education. Hours earned after the Bachelor's degree has been awarded shall be applicable for advanced placement on the schedule. Increments for experience and education will be in accordance with S-275 reporting requirements. An employee may schedule an appointment with designated District office personnel to review their placement on the salary schedule and any credit/clock hour documentation on file with the District. An effort shall be made to schedule the meeting on a timely basis in relation to the employee's need.

### **B. Education Credits**

- Education credits for advancement on the salary schedule will be granted for appropriate college work or equivalent work. Evidence should be in the form of official college transcripts and should be filed with Human Resources no later than August 15 for payment in the September paycheck of each school year. OSPI approved, documented clock hours shall be accepted for advancement on the salary schedule and must be submitted by August 15 for salary schedule advancement in the September paycheck of each school year. The deadline for submitting official transcripts for advancement in the current school year is September 30. If, for some circumstance beyond the control of the employee the college transcripts are not available, the employee shall be granted the credit for placement that school year, provided the employee notifies the District prior to September 30 of their credit completion and thereafter timely provides the required transcripts. Placement in such circumstances will occur once the transcripts are received. Ten (10) clock hours are equal to one (1) college credit.

### **C. Experience Credits**

Credit shall be given for experience on the salary schedule. In computing credit for experience, S-275 reporting requirements shall be followed.

Experience credit shall be given for military service in accordance with S-275 reporting requirements.

Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.

#### **D. Vocational Training Credits**

Non-degree holding certificated employees will be placed on the regular salary schedule and credited with experience at the rate of one (1) year on the schedule for each two (2) years of full-time industry experience in fields approved by SPI as acceptable towards the vocational certificate held by the employee. With prior District approval, additional quarter credit hours earned shall be recognized on the basis of one quarter hour for each ten clock hours of approved employee training and/or one quarter hour (1/4) for each one hundred (100) clock hours of occupational experience as defined in chapter WAC 181-77-003 earned after meeting the minimal vocational certification requirements. Credits recognized by the Office of the State Superintendent of Public Instruction that relate directly to the vocational teaching assignment shall be recognized on the District salary schedule.

- E. The calculation of years of service for occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service.

### **SECTION 14. INSURANCE BENEFITS/VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION (VEBA)**

#### **School Employees Benefit Board (SEBB) Program**

1. Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program administered by the Washington State Health Care Authority. The District contribution will be equal to the state funded allocation rate and will be paid throughout the school year for all eligible employees who meet the eligibility requirements defined below. For purposes of benefits provided under the SEBB, "school year" shall mean September 1<sup>st</sup> through August 31<sup>st</sup>.
2. Benefits provided by the SEBB will include but not be limited to:
  1. Basic Life and accidental death and dismemberment insurance (AD&D)
  2. Basic Long-term Disability
  3. Vision
  4. Dental including orthodontia
  5. Medical Plan

Employees will also have the option to:

1. enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected.
2. utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).
3. voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

3. **Employee Eligibility:** All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year.
4. **Dependent Eligibility:** Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.
5. **Calculation of Hours:** All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.
6. **Paid Leave:** Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with RCW 50A.35.020 and WAC 192-700-020.
7. **Unpaid Leave:** Employees on approved unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met the 630-hour requirement and are anticipated to return to work. If they have not met the 630-hour requirement and the District no longer anticipates they will meet the 630 hour requirement (in accordance with and verified by SEBB rules) no District contribution will be made. An employee on unpaid leave who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year will have the option of self-paying the employer and employee portions of the premium and continue their benefits for a maximum of 29 months in accordance with SEBB guidelines.
8. **Benefit Enrollment/Start:** Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. An employee is presumed eligible for the employer contribution at the start of the school year if they worked at least six hundred thirty (630) hours in each of the previous two school years and are returning to the same type of position or combination of positions with the same SEBB organization.
9. **Plan Year/Benefit Coverage Period**

The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31<sup>st</sup>, unless the employee resigns prior to August 31, in which case coverage will continue until the end of the month in which they resign.

**10. VEBA Contributions:**

The District shall contribute one thousand seven hundred fifty (\$1,750) annually-to each current employee's VEBA account on or around January 31 each year, prorated for employees who are less than 1.0 FTE status. Any employee who is hired by the District after January 31 is not eligible for this employee VEBA contribution until the following school year.

- 11.** All of the provisions of this Section 12 addressing SEBB shall be interpreted consistent with the current rules, regulations, and guidelines of SEBB.

## SECTION 15. LEAVES

Annually, employees should prepare and submit an emergency (one-day) sub plan for use in the event of an unexpected absence. Where at all possible, by September 30, employees may have their one-day emergency substitute plan prepared.

### A. Sick Leave

At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, maternity, paternity, adoption, quarantine or other disability or an illness, injury or disability in the immediate family. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of the number of days in the employee's base contract. Any further leave may be granted under Leave Sharing (refer to Article III, Section 15. B), Washington State Paid Family Medical Leave (refer to Article III, Section 15. P), the Federal Family Medical Leave Act (FMLA) (refer to Article III, Section 15. Q), or "Other Leaves"(refer to Article III, Section 15. M). Employees may consult with Human Resources to discuss leave options. The District will abide by the state law on Sick Leave Cash out.

An employee out on an extended leave of absence due to injury or illness (or other qualifying sick leave use) may be entitled to additional benefits. When an employee is out on sick leave for five (5) or more consecutive days, or reasonably expects a sick leave absence of greater than five (5) consecutive days, the employee, if able, will contact Human Resources to initiate the leave absence process.

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

In compliance with WAC 392-136-020, eligible employees are those who separate from employment with the school district due to death or retirement or who separate from District employment and are at least age fifty-five years of age:

- have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40)

OR

- have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39).

Absence due to injury incurred in the course of employment may be compensated for in the following manner: For time loss due to job related injuries which qualify for the District's Self-Insured Workmen's Compensation coverage, the employee may:

1. Opt to retain the worker's compensation check and receive no wages or retirement benefits from their employment. An employee cannot receive sick leave and worker's compensation benefits at the same time.
2. Turn the worker's compensation check into the District to be reimbursed dollar for dollar any sick leave paid during time loss. Retirement benefits would continue.

Yearly the District will provide each employee with an accounting of the accumulated sick leave and all transactions concerning their sick leave within that time period.

An employee who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. An employee who has been granted leave 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.

## **B. Leave Sharing**

1. Employees are granted the right to donate sick leave to come to the aid of any employee in the Grandview School District who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical, or mental condition (including employees isolated or quarantined by a public health official or health care provider as a result of suspected or confirmed COVID-19 infection or exposure during the declared state of emergency), an employee who has been called to uniformed service, is sick or temporarily disabled because of pregnancy disability as long as it is within one year after birth, or needs time for parental leave to bond with a newborn, adoptive or foster child, provided that parental leave be used in the 16 weeks immediately following birth or placement. The employee applying for sick leave sharing must submit written notification from his/her physician stating proof of illness or injury, or physical or mental impairment. In the case of use of such leave for uniformed service, the agency for military deployment shall provide written documentation.
2. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified in B.1. above. Donated sick leave days shall be transferred to the designated receiving employee in the order in which donations are authorized by the donating employees. Any such donated leave which remains unused by the designated receiving employee shall be returned at its original value to the donating employee(s) when the District determines the leave is no longer needed by the designated receiving employee.
3. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days.

4. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury, and emergencies.
5. The employee receiving shared sick leave is allowed to maintain up to 40 hours of applicable leave in reserve and still be eligible for shared leave consistent with the regulations published by the Superintendent of Public Instruction. Shared leave may be used intermittently and on nonconsecutive days, as needed by the affected employee. If donated leave is used for parental leave, it must be used in the sixteen (16) weeks following birth or placement or after pregnancy disability has resolved (within one (1) year after birth). 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.
6. The receiving employee may not receive more than five hundred twenty two (522) days of donated sick leave, however, the District may authorize the receipt of leave in excess of five hundred twenty two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

### **C. Family Illness Leave**

Employees shall, upon request, be granted a leave of absence with pay when such absence is occasioned by an illness in the immediate family. Such leave is to be taken from sick leave.

### **D. Emergency Leave**

Emergency leave shall be granted with pay. Emergency leave may be taken at the employee's discretion, due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Such leave is to be taken from sick leave.

### **E. Annual Leave**

Each certificated employee shall have three (3) annual leave days per year with pay. Employees shall not be required to define the reason for this leave beyond the phrase "Annual Leave" on the Leave Request Form.

Any requests for annual leave must be submitted at least three (3) school days in advance and no more than fifteen percent (15%) of staff will be granted annual leave district-wide on any given day. Granting annual leave days will be in the order that the requests are received. Untimely leave requests, or requests in excess of the limitations above may only be granted subject to approval of the Superintendent (or designee).

Employees may carry forward up to five (5) annual leave days per year, for a total accumulation of eight (8) days. Only eight (8) days of annual leave can be on the books in any school year. Each employee may request payment for any/all unused annual leave days annually. The employee must turn in the Certificated Request for Annual Leave Payout form by June 20<sup>th</sup> to the payroll office. The days that are requested to be cashed out will be paid at the employee's per diem rate on the July check. Any accumulated annual leave days above five (5) after cashout, will be automatically cashed out in the July paycheck. All unused annual leave days will be

automatically cashed out upon resignation, provisional non-renewal, reduction in force, or retirement.

#### **F. Bereavement Leave**

Up to five (5) days shall be granted with pay for bereavement of a member of the employee's immediate family. The first four (4) days of bereavement leave shall be granted with pay. The remaining one (1) day, if taken, shall be deducted from sick leave.

Up to three (3) days of bereavement leave, deducted from sick leave, shall be granted for the bereavement of any other relative or close friend.

Immediate family shall be: parent, spouse, child, foster child, in-law, sibling, grandparent, domestic partner, fiancé, and any other person living in the household.

#### **G. Maternity Leave**

The District shall grant sick leave for pregnancy, childbirth, and related temporary disability to the extent the employee's physician certifies the employee's temporary disability. If sick leave should be exhausted during the absence, then the remaining leave will be without pay until the employee returns to work.

Employees requesting maternity leave shall notify the District in writing at least one (1) month prior to the expected birth date of the child. The estimated beginning date and the estimated date of return of the maternity leave must be included in the request. Employees shall notify the District in writing at least ten (10) days in advance of the date of return.

#### **H. Paternity Leave**

Within ninety (90) calendar days following the birth of a child, the District shall grant up to fifteen (15) days of paternity leave. Employees requesting paternity leave shall notify the District in writing at least one (1) month prior to the estimated beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Following the birth of the child, the employee shall declare the actual date of return in writing to the District.

Paternity leave shall be deducted from the employee's sick leave balance. If sick leave should be exhausted during the absence, then the remaining leave will be without pay until the employee returns to work.

#### **I. Adoption Leave**

Adoption leave shall commence upon the retrieval process of the child into the care of the adopting parent(s). The District shall grant up to fifteen (15) days adoption leave. Employees requesting adoption leave shall notify the District in writing at least one (1) month prior to the estimated commencement of the retrieval process and shall estimate the expected return at the time the leave is requested. Following the arrival of the child, the employee shall declare the actual date of return in writing to the District. Adoption leave shall be deducted from the employee's sick leave balance. If sick leave should be exhausted during the absence, then the remaining leave will be without pay until the employee returns to work.

## **J. Military Leave**

Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the employee shall retain all benefits as though employment had been continuous in the District.

Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment. The employee shall receive his/her normal district pay and there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled.

## **K. Professional Leave**

Professional leaves may be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years. An employee who has had a professional leave can become eligible for another professional leave after serving an additional three (3) years in the District.

An employee on professional leave shall not receive the salary, but the employee may at his option pay for district insurance benefits.

No more than two per cent (2%) of all employees shall be granted professional leave during any school year.

An employee returning from professional leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. If re-assignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is mutually agreeable.

If more than two percent (2%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by a committee of three (3)—one (1) representative from the Board and two (2) representatives from the Association.

## **L. Attendance at Meetings and Conferences**

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 employees' professional obligation.

Such leaves may be granted by request to the Superintendent of Schools on one of the bases which follow:

### **1. Full Payment Leave**

Substitute and necessary expenses paid by the District. This category applies to employees 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 the employee or outside agency.

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

The District Substitute Employee Caller shall be responsible for arranging for a substitute.

#### **M. Other Leaves**

Leaves of absence of up to one (1) year without pay may be granted employees for the purposes of study, travel, recuperation, childcare, working in a professionally related field, or Association related business.

Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District unless the position left is no longer in existence. In that situation, the employee taking leave will be returned to a position in the District.

**Return to Work:** Employees who desire an earlier date of return from an extended leave of absence and who are not subject to FMLA or PFML (or any state or federal job-protected leave) must communicate their desired revised date of return as soon as possible. The District will work with the employee to accommodate the request, but an earlier return placement (a return before their original approved date of return) is not guaranteed.

Upon request by the employee submitted by April 1 such leave may be renewed for up to one (1) additional year. An employee on leave must inform the District on or before April 1st that he/she will or will not return or is requesting a leave extension. The District may consider failure to inform the District by this date a resignation on the part of the employee. The District shall notify all employees on leave by March 15 of the need to inform the District of their intentions.

#### **N. Jury Duty and Subpoena Leave**

Leaves of absence with pay shall be granted for jury duty and subpoenas. The employee shall notify the District when notification to serve on jury duty or a subpoena is received. Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If the employee is released from jury duty prior to the end of the workday, the employee shall contact his/her supervisor to determine if he/she should return to work for the balance of the workday.

#### **O. Association Leave**

##### **Local Association Leave**

A total of thirty-five (35) days leave per school year shall be allowed for local Association business. This leave will apply only to representatives of the Association and its constituent organizations. Whenever possible, requests for such leave shall be submitted to the Superintendent by the Association President in writing, no less than three (3) days prior to the day for which leave is sought. Such requests will be granted to the extent that they do not conflict with special programs requiring the attendance of the employee involved. The cost of the substitute, when needed, shall be borne by the Association. A maximum of two (2) employees from any building can be granted

leaves for any one (1) day and five (5) employees from in the District. The Superintendent may grant additional leave days upon request.

**Regional, State, National Association Leave**

This category of Association leave applies to employees who are elected by the regional, state, or national Association to be in attendance at professional conferences, meetings, symposiums and trainings. A pool of up to ten (10) days annually shall be provided for employees who qualify for this leave. The regional, state, or national Association shall pay the cost of any replacement employee. Whenever possible, notification of leave shall be submitted by the Association member in writing to the District with a letter from the regional, state or national Association verifying that has been authorized for the employee two (2) days before the leave is to take effect. The Superintendent may grant additional leave days upon request.

**P. Washington State Paid Family and Medical Leave (PFML)**

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours, in accordance with state law. An employee who has accrued sick leave or other paid time off may choose to take such leave or not to take such leave and instead to receive paid family or medical leave benefits in accordance with RCW 50A.04.020. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. Employees must complete the “Employee Supplemental Benefits Request” form as notification that the employee is collecting PFML during the same time as paid leave. The District shall use the state insurance as the carrier for PFML. The District shall maintain health insurance benefits during periods of approved PFML leave.

**Q. Family Medical Leave Act (Federal)**

Under the terms of the Family and Medical Leave Act of 1993 (FMLA) employees may request leave without pay for up to 12 work weeks, under the following conditions:

1. For the birth of a child, and to care for the newborn child;
2. For placement with the employee of a child for adoption or foster care;
3. To care for the employee's immediate family member with a serious health condition; and,
4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. A “serious health condition” is defined as an illness, injury, impairment or physical or mental condition that involves either (1) inpatient care or (2) continuing treatment by a health care provider.

Consistent with FMLA and adopted regulations, eligible employees are entitled to request leave without pay for up to twelve (12) work weeks within a twelve (12) month period. Winter and spring break, summer break, and national holidays are not included in the twelve (12) weeks of leave. PFML and FMLA will run concurrently in those instances where an employee applies for PFML and has not exhausted FMLA. FMLA leave shall run consecutively with other leaves unless the employee elects otherwise. In such cases, the affected employee will contact Human Resources to provide an estimated date for return to work.

The twelve (12) month period shall be defined as a fiscal year commencing September 1.

#### Intermittent FMLA Leave:

Employees may take FMLA leave intermittently to care for an ill spouse, child, parent, or for an employee's own illness if medically necessary. Intermittent leave for the birth or placement of a child may be granted with administrator approval. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the district's operations.

The District may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

#### Employee Eligibility:

- a) Must be employed by the District for at least 12 months, with 820 hours of service during the 12-month period immediately prior to the start of the leave.
- b) Must meet one of the four conditions listed above which apply equally to all employees.

#### Employee Rights:

- a) FMLA leave may begin before birth date of a child. The employee may request leave for prenatal care.
- b) Treatment for substance abuse may be a serious health condition qualifying for FMLA leave. Employee absences because of the employee's use of the substance, rather than for treatment, does not qualify for FMLA leave.
- c) Spouses who work for the District are separately entitled to 12 weeks of FMLA leave for all conditions listed above.

#### Employee Notification:

All requests for leave and any other notices regarding Family and Medical Leave shall be in writing. The employee must provide 30 days advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.

#### Medical Certification:

The District may require employees to provide documentation from the health care provider who is treating the employee or immediate family member.

#### Continuation Of Health Benefits:

An employee on FMLA leave is entitled to have health benefits maintained by the District while on unpaid leave, up to twelve (12) work weeks. The District will pay the District's share of the premium and the employee will pay their share of premiums during the period of FMLA leave.

Should the FMLA conditions, eligibility, rights, or obligations established under federal law change during the duration of this Agreement, the parties agree that any such changes shall supersede the provisions contained in this Section to the extent of the inconsistency herein.

### **SECTION 16. TRAVEL**

Employees utilizing their private automobile to travel on school business shall be compensated at the rate then currently set by the Internal Revenue Service (IRS).

All employees who, by nature of their assignment, must travel between schools or are required to make home visitations shall be reimbursed at this same rate. An official list of all employees approved for local travel reimbursement shall be maintained in the Business Office, and a copy of same shall be delivered to each employee who is on the list.

### **SECTION 17. EMPLOYEE WORK YEAR**

The calendar for the duration of this contract shall consist of one hundred eighty (180) contracted workdays. If the State increases the funding of employee salaries for other workdays, those day(s) shall be added to the employee work year. Activities that may be conducted on learning improvement days include: Developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional development to implement the selected curriculum and instruction; developing and implementing assessment strategies and training in assessment scoring; and conducting other activities intended to improve student learning for all students, including students with diverse needs. Activities shall be consistent with District and school plans for improving student learning.

Although employee attendance is mandatory on these days, all leave provisions within this contract shall apply.

#### **A. Additional Per Diem Days/Hours**

1. Three (3) required days at per diem. One day shall be held the day prior to the first student day, jointly planned by the District and the Association. Two (2) days shall be District-directed and scheduled on the calendar. Regarding Professional Learning Days, only if required and verified through OSPI as a condition of use of State funding for these days, one of these District directed days shall be moved to the Salary Schedule (Appendix I) and the base contract year will be increased to 181 days and the District directed days shall be decreased to one (1) day.
2. Five and one half (5 ½) optional days at per diem will be made available to each employee for the following professional growth and preparation activities.

- a. Three (3) days shall be district directed. Employees shall sign a form provided by the District to verify attendance on these district directed days. Regarding Professional Learning Days, only if required and verified through OSPI as a condition of use of state funding for these days school years, one of these three (3) District directed days shall be moved to the Salary Schedule (Appendix I) and the base contract year will be increased to 182 days, and the District directed days shall be decreased to two (2) days.
  - b. Seven (7) hours may be worked as a full day or in hourly increments with consultation and approval of the building principal/supervisor and will not be scheduled the last two weeks of August or on a weekend unless mutually agreed upon by the Association and the District. Employees will have an alternate opportunity to complete the seven (7) hours. Hourly increments may be used and must be reported on the “Application for Optional Day” form for payment in blocks of 3.5 hours (7 hours = 1 day). The last day to submit an Optional Day form is June 30.
  - c. Seven (7) District-directed hours of diversity, equity and/or inclusion training and social emotional learning training shall be scheduled by the District annually, no later than the first week back from winter break. Each scheduled session shall be limited to three and one-half (3 ½) hours or less. Employees who cannot attend the scheduled session(s) shall have the opportunity to access the information via asynchronous learning recording(s), or through an alternative opportunity to access the coursework, to be completed on or before May 15 each year. Hourly increments may be used and must be reported by the employee on the “Application for Optional Day” form for payment in blocks of 3.5 hours (7 hours = 1 day) or the total number of hours worked if it is less than 3.5 hours. The last day to submit on Optional Day Form is June 30. Employees will be paid at their per diem rate of pay. The District shall provide clock hours for this training.
  - d. Three and one-half (3 1/2) hours shall be provided to each employee to facilitate employee beginning-of-year preparation activities, such as “Meet Your Teacher” day, mandatory online trainings, or other beginning-of-year activities. Hourly increments may be used and must be reported to the “Application for Optional Day” form for payment. The last day to submit an Optional Day form is June 30. Employees can submit a time sheet on September 1 each year and may include hours worked beginning in the month of August of each year.
3. PLC Enrichment Hours: PLCs will schedule up to twelve (12) hours of payment at their per diem rate for participation in enrichment activities worked outside their contracted workday with their PLC, aimed at addressing COVID-related learning loss, including but not limited to, grade levels and/or departments working together focused on improving instruction and student learning outcomes. PLCs will consult with building administration regarding scheduling to facilitate principal and/or coach awareness of PLC meetings. PLCs will measure student progress, analyze data to inform instruction and create interventions to meet student learning needs. PLC enrichment hours may be claimed at a rate of no more than two (2) hours per week, unless additional time is approved by the principal/supervisor. Employees will complete a time sheet for hours worked and will be paid in the next pay period

following submission of the time sheet. Employees must submit time for pay no later than June 20 each year.

### **C. School Calendar**

The Association and District have negotiated a calendar for each year of the Agreement (Appendices H-1 and H-2). Commencing on or before February 15 each year thereafter, the parties shall meet to negotiate a calendar for the subsequent school year, which shall be agreed to in writing and subject to ratification by the Association and Board. Should either party fail to ratify the calendar, the parties will continue to negotiate the calendar until a written agreement is mutually ratified.

There shall be no change in the calendar without mutual consent; however, if mutual consent cannot be achieved, the Board will have the right to adopt needed changes.

The calendar for each year shall include the following:

1. Employees at the elementary and secondary levels shall be allowed Friday PD/PLC time to work on report cards at the end of each quarter.
  2. The calendar will include early release for students and staff the day before Winter Break (if staff attend Open House).
  3. The calendar will include Parent – Teacher Conferences for Fall and Spring. The building schedules for employees during Fall (November) and Spring (March/April) Parent-Teacher conferences will be modified at each building as specified below:
    - Wednesday – 5:00 pm to 8:00 pm
    - Thursday - 8:00 am to 8:00 pm (with a total of one (1) hour for breaks, scheduled at the employee’s discretion.
    - Friday – Schools will be open. No conferences are required, though employees may have the option of scheduling conferences. This is not required if all fourteen (14) hours have been completed on Wednesday and Thursday. Conferences will include student participation so that conferencing will qualify as student instructional time.
      - \*Employees will have flexibility in scheduling up to three (3) total hours of conferences on the evenings of Monday and Tuesday of conference week to ensure access for all families. Any time spent in conferences on these days will be credited toward the times noted for Wednesday, Thursday and/or Friday above. The teacher will consult with the principal if this is deemed necessary.
      - \*\*High School: If both parties agree, an alternate conference schedule will be developed to accommodate GHS trimester schedule, with written agreement via a Memorandum of Agreement.
- Parent conferences may be held in each employee’s classroom in consultation with the building administrator. During these conference days, the employee workday may exceed seven and one half (7 ½) hours, or may be less than seven and one

half (7 ½) hours, as long as the total number of contracted hours in the week, thirty seven and one half (37 ½) hours are not exceeded. Employees shall be compensated for the longer scheduled day by leaving early on another day during these designated weeks.

In the event that state requirements for the number of hours or days in the District's minimum instructional program change within the duration of this Agreement, the language within this sub-section (C-3) shall be suspended immediately and the parties will meet to negotiate revised language to comply with state law requirements.

## **SECTION 18. RIF AND RECALL**

Reduction in Force (RIF) as used herein refers to action by the Board reducing the number of employees in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause or to non-renew a provisional employee in accordance with state law (RCW 28A.405.220).

Employees with valid contracts will not be laid off during any school year. In the event of layoff, the following shall occur:

1. The Board will notify the Association no later than April 15 of an anticipated layoff. The notification will be accompanied by a detailed financial report on the financial affairs of the District. The financial report will demonstrate revenues projected for the forthcoming fiscal year that will not provide for a balanced budget. Balanced budget is defined as adequate revenue for projected expenditures.
2. The Superintendent will meet with the affected employees and Association representation to explain the reasons for layoff, answer questions, and assist in resume preparation.
3. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15, of the school year preceding the year in which layoff would occur. If the omnibus appropriations act has not passed the legislature by May 15<sup>th</sup>, then notification shall be no later than by June 15<sup>th</sup>.

Layoff shall be by seniority. A seniority list ranking each employee from greatest to least seniority shall be provided to all employees and the Association by February 1 of each year. It shall be the responsibility of each employee to verify her/his seniority ranking and promptly report any dispute thereof in writing to the Association and the District.

Each employee who, within fifteen (15) days after posting, fails to notify the Association and the District that a dispute exists regarding seniority ranking as posted, shall be presumed to have concurred with seniority ranking ascribed to such employee on the posted list. Seniority shall be based upon certificated experience in determining the following order:

1. Total years of certificated experience in the State of Washington. A full year shall be accrued for each year of full-time experience in a Washington school. Less than full-time experience shall be computed by the number of days worked divided by the number of days in a full-year contract.
2. Total years of continuous experience in the Grandview School District as of the total commencement date noted on the employee's contract.

3. Total years of certificated teaching experience outside the state of Washington.  
If the first three criteria are equal and a RIF is anticipated, then the following shall apply (in the order listed):
4. The number of college credits, as of September 15 of the current school year, beyond Washington State Certification.
5. Draw by lot. The drawing will be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

**A. RIF Procedure**

In the event it becomes necessary to lay off employees, the following procedures will be implemented.

1. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
2. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provide, that where teaching assignments require special certification by state regulations, such assignments shall be filled with employees currently holding such special certificates or a junior employee may be retained if elimination of said employee would result in the elimination of a program and there is no senior employee qualified to fill the position(s) in question. Where funding or lack of student enrollment necessitates elimination of a program and the staff member holds certification only for this assignment, the seniority provisions of this contract shall not apply in relation to a reduction in force.

Qualifications shall in all cases be proper educational training and proper certification under current certification rules. If endorsements and/or certification do not allow assignment to a full-time position and the employee is less senior than others who hold the proper endorsement or certification; the employee's contract may be reduced to reflect those assignments for which the employee is qualified.

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

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

4. Individual employees who have been notified of layoff in accordance with the aforementioned provisions of the Article will be recalled following recall procedure.
5. Employees on layoff shall be ranked by seniority and placed on a re-hire list. It is understood and agreed that although employees properly laid off pursuant to the terms hereof and in compliance with the applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off employee shall be considered to have employment status with the District for the purposes of seniority, insurance, and other fringe benefits

as provided herein. A laid off employee shall be considered to have employment status with the District until he/she submits a written resignation or accepts a regular position with another school district.

## **B. RIF Benefits**

Any person not renewed under this RIF policy shall have the right to continue any/all insurance and medical provisions provided that they pay their own premium under COBRA regulations.

All positions of substitute teaching shall be offered to employees on recall, in rotating alphabetical order, before any other person is offered such a position.

All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

## **C. Recall Procedure**

In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Employees on layoff shall be first recalled by seniority. Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such employees have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position.

Employees who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all employees (*full and part-time*) with greater seniority.

The Board shall give written notice of recall from layoff by sending a certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the District office of any change in address. The employee's address as it appears on the District office records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

Any employee so notified shall respond within five (5) calendar days from receipt of said notice whether the employee accepts or rejects the position. If an employee rejects the position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the employee shall remain in the re-employment pool. The position will then be offered to the next qualified employee on the re-hire list.

It is understood that this policy may be amended to coincide with any requirements imposed upon the District in reference to its Affirmative Action Program.

## **SECTION 19. LONGEVITY LOYALTY RETENTION STIPEND.**

In recognition of their commitment to the students, parents and patrons of the Grandview School District, employees who have completed sixteen (16) to twenty (20) years of continuous certificated service with the District shall receive a longevity loyalty retention stipend of five hundred dollars (\$500.00) at the completion of the year as a lump sum payment in their June paycheck. Employees shall receive this stipend each year thereafter that they are employed by the District. Employees who are employed by the District for twenty-one (21) to twenty-five (25) years of continuous certificated service with the District shall receive a longevity loyalty retention stipend of seven hundred fifty dollars (\$750.00) at the completion of the year as a lump sum payment in their June paycheck. Employees who are employed by the District for twenty-six (26) or more years of continuous certificated service with the District shall receive a longevity loyalty retention stipend of one thousand dollars (\$1000.00) at the completion of the year as a lump sum payment in their June paycheck. Employees shall receive this stipend each year thereafter that they are employed by the District.

In regard to “continuous service”, if an employee works more than ninety (90) days in a school year, it shall be counted as one (1) year; in the case of approved unpaid leaves of absence of greater than ninety (90) days, the year would not count toward a year of service, but employment status remains as continuous when the employee returns to work. In the event that the limitation of this benefit on the basis of in-District years of experience is declared invalid by a court of law, the District’s obligation to continue to provide the stipend will be immediately suspended.

All employees who are placed at year 16+/MA+90 or PhD on the salary schedule (Appendix I) shall receive a four tenths of a percent (.4%) longevity stipend.

## **ARTICLE IV - OTHER CONDITIONS OF EMPLOYMENT**

### **SECTION 1. FACILITIES**

Each building may when practical have the following facilities and equipment for the use of employees in that building:

- a) adequate space in each classroom to safely store instructional materials and supplies;
- b) a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- c) a furnished faculty lounge separate from any work area;
- d) a serviceable desk and chair and a filing cabinet of adequate size in each classroom;
- e) a communication system between classrooms and the main office;
- f) well-lighted and clean rest rooms separate from student rest rooms.

In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area, and outside door of their assigned building. Keys may be retained for the summer months to allow employees access to their work place so they can organize and prepare instructional materials. The employee will declare their intention to return/retain keys during the annual checkout process in June. Employees are expected to honor signs and locked doors during summer cleaning to give custodians time to clean the buildings.

An adequate part of the parking lot at each school will be reserved for employee parking.

### **SECTION 2. EMPLOYEE WORKLOAD**

The District believes that educational quality is dependent in part on the development of appropriate student/employee staffing at all instructional levels. These ratios should recognize the need for individual attention and program complexity at all levels.

The parties recognize that the District's ability to fully maintain these staffing levels would be impacted by the failure, reduction, or discontinuance of any one or more of the following funding sources:

- Current levy equalization
- Continue levy passage
- Current K-3 high poverty staff enhancement
- Current LAP, Bilingual or Title I funding

In the event one or more of these contingencies are triggered, resulting in class size increases at any of the indicated grade level(s), the remedies specified below for the particular class size(s) will be suspended upon loss of funding. The parties agree to meet within thirty (30) days after the notification of a reduction to discuss the impact and will develop a resolution.

The staffed maximum

for various grade levels is indicated below:

Employees in Special Education Classrooms will be placed in the chart below based on the assignment in which they are assigned for the majority of their workday.

<b>GRADE</b>	<b>MAXIMUM</b>
Preschool	19 per class
Transition to Kindergarten (TTK)	18 per class
Kindergarten-1st	22 per class
2 <sup>nd</sup>	24 per class
3 <sup>rd</sup>	25 per class
4 <sup>th</sup> -5 <sup>th</sup>	27 per class
9 <sup>th</sup> -12 <sup>th</sup> Five (5) Period Day	Maximum of 127 students per day with no individual class exceeding 32
6 <sup>th</sup> – 12 <sup>th</sup> Six (6) Period Day	Maximum of 149 students per day with no individual class exceeding 31
6 <sup>th</sup> -12 <sup>th</sup> Seven (7) Period Day	Maximum of 167 students per day, with no individual class exceeding 30
6 <sup>th</sup> -12 <sup>th</sup> Five (5) Period Day Physical Education	Maximum of 154 students per day with no individual class exceeding 37
6 <sup>th</sup> -12 <sup>th</sup> Six (6) Period Day Physical Education	Maximum of 189 students per day with no individual class exceeding 37
6 <sup>th</sup> -12 <sup>th</sup> Seven (7) Period Day Physical Education	Maximum of 215 students per day with no class exceeding 37
Special Ed Preschool*	23 students per day with no individual class exceeding 13
Special Ed K-5 Self-Contained/Life Skills*	13 students per day
Special Ed Resource K-5*	40 students per day with no individual class exceeding 16
Special Ed 6-12 Self-Contained/Life Skills* (5 period day)	20 students per day with no individual class exceeding 13
Special Ed 6-12 Self-Contained/Life Skills *(6 period day)	25 students per day with no individual class exceeding 13
Special Ed 6-12 Self-Contained/Life Skills* (7 period day)	30 students per day with no individual class exceeding 13
Special Ed 6-12 Extended Resource (5 period day)	20 students per day with no individual class exceeding 15
Special Ed 6-12 Extended Resource* (5 period day)	20 students per day with no individual class exceeding 15

Special Ed 6-12 Extended Resource* (6 period day)	25 students per day with no individual class exceeding 15
Special Ed 6-12 Extended Resource* (7 period day)	30 students per day with no individual class exceeding 15
Special Ed Resource/Inclusion 6-12* (5 period day)	68 students per day with no individual class exceeding 20
Special Ed Resource/Inclusion 6-12* (6 period day)	80 students per day with no individual class exceeding 20
Special Ed Resource/Inclusion 6-12* (7 period day)	90 students per day with no individual class exceeding 20
Speech Language Pathologist (SLP)*	65 students per day
IEP Case Manager* Duties Include: IEP writing, attending IEP meetings and student progress monitoring	75 IEPs

\*Maximums are Pro-rated for partial FTE employees

Special Ed Resource/Inclusion per-day and class size limits refer only to those students receiving special education services in the Resource/Inclusion class.

The District and Association shall commence negotiations on maximum class sizes if changes are to be made to the number of periods taught in grades 6-12 other than a 5 period, 6 period or 7 period day.

It is the District's intent to equitably assign students with unique needs (e.g. monolingual, limited English speaking, visual/hearing impaired, students with 504 accommodations).

If there is a student with unique needs that requires specialized preparation for instruction, an affected employee shall receive, one or more of the following resources, in consultation with the appropriate director/administrator: additional paraeducator time, compensation at per diem for all time spent outside the contracted day to prep materials, or a staffing meeting (*inclusive of all appropriate staff*) to explore adjustments in class size. The intent of these additional supports will be to best meet the educational needs of the students.

**A. Exceptions:**

The maximum limit will not apply in the following situations:

1. Traditionally large classes such as middle school and high school mariachi, band and choir and team teaching. The exclusion for band is not inclusive of individualized music classes (eg marimba, guitar, music appreciation); such classes shall be subject to the class size maximums in the chart above.
2. An increase of class size limit (initiated by an individual, site, department, or grade level) can be made only when mutually agreed upon and signed off by the affected employee(s) and administrator in order to meet the needs of a particular program. The

GEA Executive Board must sign off to assure that the contract is not being violated. If mutual agreement cannot be reached, then the issue will be referred to GEA/GSD labor/management meeting for resolution.

3. Advisory (GEMS/PUP Connection) and student assistants shall not be included when calculating the students/per day total. Employees who are assigned to these Pups Connections/GEMS class periods shall not be required to create lessons for this class period and shall not be required to prepare or produce any materials or lesson plans for this class period, and shall not be responsible for grading any assignments or work for this class period. Elementary employees who are assigned to provide Social Emotional Learning (SEL) lessons to students shall be provided curriculum by the District and will not be responsible for grading any assignments or work.
4. If a student with unique needs must be placed in a certain class/building to meet those needs, the principal has the right to do so even if it puts the class size above the maximum and overload pay will be given as described in Section C.

**B. Payment for Overload:**

If at any time after October 1 the maximum class load is exceeded and Article IV, Section 2.B does not apply, the District will have ten (10) student days to reduce the class size back to no more than the maximum allowed. Options for the District shall include but are not limited to, transferring students, combining classes, adding staff, restructuring of course offerings, or any other action that will alleviate the overload situation.

In cases where the maximums are exceeded after the tenth (10<sup>th</sup>) student day, the District shall provide overload compensation retroactive to October 1.

1. In cases where the maximums are exceeded, the District shall provide additional supplies, textbooks, instructional equipment and student desks, as recommended by the principal after consultation with the employee.
2. The employee shall receive ten dollars (\$10.00) per rostered student per day in grades Preschool – 5, and for grades 6-12 if a teacher’s daily class load exceeds the maximum listed above. In addition, in grades 6-12 the employee shall receive six dollars (\$6.00) per rostered student per class per day that exceeds the maximum listed above and ten dollars (\$10.00) per rostered student per day when the daily class load exceeds the maximum per day listed above. Secondary PE shall receive six dollars (\$6.00) per rostered student per class per day that exceeds the maximum listed above and ten dollars (\$10.00) per rostered student per day when the daily class load exceeds the maximum per day listed above. If an elementary specialist (elementary physical education, elementary music, elementary teacher librarians) services a class in which the regular classroom teacher is eligible for overload, they will receive six dollars (\$6.00) per session for each student exceeding the limits above. For special education teachers, Speech Language Pathologists and IEP Case managers, overload shall be paid at the rate of ten dollars (\$10.00) per student per day over the caseload limit or individual classroom, whichever is higher.
3. Employees eligible for the classroom overload compensation shall complete the overload form provided by the District at the end of each month which will be

signed by the employee and principal. The Overload payment calculation will begin after October 1. Compensation will begin the day the first overload student enrolls after October 1 and end on the day the overload situation is no longer present. The District and Association will mutually agree to an Overload Compensation Claim form that complies with the negotiated agreement.

### **SECTION 3. STUDENT DISCIPLINE**

- A. 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, gender or status. Such discipline shall be consistent with applicable federal and state laws.
- B. The principal, Superintendent, and Board shall support and uphold employees in their efforts to maintain discipline in the district, in accordance with District discipline rules, building rules and written teacher discipline rules, and District policies and procedures and shall give timely response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee 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. Consistent with this Section, the following protocols are provided as general guidance to employees when dealing with student physical confrontations:
1. Employees have a responsibility to help ensure a safe and secure environment for their students, staff and themselves.
  2. Employees are not expected to place themselves or others in harm's way.
  3. Employees are expected to use their best professional judgment about what action to take based on their own capabilities, training, and the situation they are facing.

#### **C. Student Discipline Considerations**

##### **1. Definitions:**

In order to maintain a safe and supportive educational environment which is conducive to student learning, the following definitions shall apply:

***Discipline:*** shall mean any action taken by the employee or the District in response to behavioral violations. Discipline is not necessarily punitive, but can take positive and supportive forms.

***Non-Discretionary Discipline:*** Shall include violations of RCW 28A.600.420 - firearms on school premises and an offense listed in RCW 13.04.155 (juvenile court adjudication). Additionally with two or more violations of: RCW 9A.46.120 (criminal gang intimidation); RCW 28.635.020 (willfully disobeying school administrative personnel); 28A.600.455 (gang activity) 28A.635.060 (defacing or injuring school property) within a three-year period. Should OSPI and/or the Legislature make changes to this regulatory definition, the Parties agree it will be understood to modify this contractual definition.

***Disruption:*** shall mean the interruption of classwork, interference with instruction; **or** the creation of disorder or the invasion of the rights of a student, group of students or the classroom teacher.

***Classroom Exclusion:*** shall mean the exclusion of a student from a classroom or activity for behavioral violation. Additionally, WAC 392-400-010 shall apply.

The definitions and terms adopted herein are taken from current state regulations and rulemaking governing student discipline. The parties intend to give these terms the meaning and application directed by those regulations.

2. Teachers are authorized as described in RCW 28A.600.020 to exclude any student who creates a disruption of the educational process in violation of District or building disciplinary standards or written rules of the teacher. The student may be excluded from the immediate class period or activity, the balance of the school day, or up to the following two (2) days or until the principal or designee and employee have conferred, whichever comes first. For students excluded for greater than the balance of the student day, the principal or designee and the teacher shall communicate a plan of support prior to the student's return to the classroom.

Additionally, the following shall apply:

For this Section, another form of correction may include but **is** not limited to: student detention, referral to counselor/dean of students or behavioral specialist for the behavior identified.

- a). Upon the teacher's request, a conference between student, parent/guardian, principal and the teacher shall be held to discuss, review/revise the plan of support. If the parent does not attend the meeting, the plan shall be reviewed/revised between the principal and the teacher. Counselors may provide input regarding the District's selection of third-party support/auxiliary agencies for student support.
- b). Communication with parents about an individual student's misbehavior and any corrective action is generally the responsibility of the employee. An administrator will determine what communication to the parent/guardian is required when student misconduct is addressed by an administrator. When a student is excluded from their classroom or activity for greater than the student day, or when student misconduct triggers implementation of the procedures associated with Board Policy 3241, an administrator will communicate directly with the student's parent/guardian. If the student misconduct under procedures associated with Board Policy 3241 affects other students, such as when a room needs to be evacuated, an administrator will consult with the District and the employee to determine the best method and form of communication to parents/guardians of the affected students.

- c). Except in emergency situations, the teacher must attempt another form of corrective action prior to excluding a student.
  - d). It is understood that administration shall support the rules of the teacher, building discipline plans, and District policies and procedures.
  - e). When a student has a known, documented history of violent or threatening behavior, or when a student has committed physical assault upon any staff or student, that student's teachers shall receive notification at least one (1) day in advance of the placement.
3. Special Education: Both parties recognize that state and federal regulations under the Individuals with Disability Education Act (IDEA) shall be honored, but the safety of all students and staff must be considered in each context. Employee expectations for a safe working environment are not diminished when employees are working with students receiving special education or Section 504 services.
4. A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of corrective action if the student's action(s) threatens the safety/well-being of students and/or staff or is of such a nature that the disruption of instruction and learning is substantial and material.
- a) In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher shall determine whether it is safest to remove the individual student creating the disturbance or to remove other students for the safety of the students and staff. The teacher shall be provided a dedicated emergency response number on the District phone system, which will be responded to by administration promptly. Employees in non-traditional settings (e.g. PE, Agriculture, Special Education) shall be provided with a walkie talkie or similar remote communication device, with a designated administrator assigned to respond promptly.
  - b) In instances where a classroom is evacuated for a behavioral or disciplinary issue, it shall be the building principal or his/her designee's responsibility to communicate with the parents/guardians of the impacted students, if necessary.
  - c) When classes are combined due to the evacuation of a classroom(s), the teacher(s) supervising the evacuated students shall receive compensation for the additional responsibilities at the curriculum rate for a minimum of thirty (30) minutes, rounded up in fifteen minute increments if the time exceeds thirty (30) minutes.
  - d) A student or students removed from a classroom under this Section may not be returned to the classroom prior to a plan being developed and communicated to the affected employee.
5. Student Discipline Committees, Due Process Hearings, Re-Entry Meetings:

If an employee is required to attend (or submit information) to Student Discipline Committees, Due Process Hearings, Re-Entry Meetings, the District will attempt to avoid scheduling the employee's appearance during an employee's planning period. Employees will be compensated for their lost planning time at the rate of pay noted in Article III, Section 9, Teaching Hours. Time spent outside the contracted workday shall be compensated at the curriculum rate. A member of the Association appointed by the President shall serve as a representative of the Association on the District Student Discipline Committee.

- a) If an employee is required to attend a due process meeting for purposes of being questioned by administration or a student, the employee shall have the right to union representation.
- b) No information discovered from discipline committees, due process hearings or re-entry meetings may be used for teacher discipline or evaluation unless it rises to the level of criminal activity.

6. Legal Redress: The District encourages employees to seek all personal protections available under the law and will not wrongly infringe or inhibit the same, nor deny support where appropriate. The District shall support staff in accordance with the liability provision of Article III, Section 7.

D. The District shall provide instruction seminars for all employees concerning all applicable federal, state and local laws and district rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline. Teachers shall also receive documentation showing disciplinary codes and current discipline flow charts. The District shall review the discipline flow chart with employees annually and make revisions, with input from employees. These seminars may be held prior to September 30, during the school day and at no cost to the employees. The District and the Association may mutually determine the seminar design, content, instructors and consultants.

#### **SECTION 4. BUILDING BUDGET COMMITTEE**

There shall be established at each school a budget committee which shall consist of one (1) employee (instructional staff) for every five (5) employees in the building plus an administrator. The employees shall be selected by the building teaching staff, and the administrator shall be selected by the building principal. The budget committee shall recommend priorities and allocations within the building for purchasing instructional supplies, materials and equipment.

The primary responsibility for the administration of the building budget shall be the principal's. Prior to the end of the school year, all employees in each school building shall submit in writing their requests for supplies, materials and equipment for the following year to the building budget committee. Every effort shall be made by the District to acquire supplies, equipment and materials prior to the official opening of the school year. If some items have not yet arrived by that time, the current status of such items shall be indicated through the building budget committee to the employee involved.

## **SECTION 5. CURRICULUM COUNCIL AND ADOPTION OF NEW CURRICULUM**

### **A. Curriculum Council**

The composition of the curriculum council shall be mutually agreed upon by the administration and the Association.

Its main function shall be to participate in the decision-making process regarding curriculum development and revision, program implementation, program evaluation, textbook selection, and pupil testing plans. Where study warrants, the council may recommend the needs for release time of the full staff or individual members.

Other council functions shall include:

1. Determining operating procedures and meeting time, which shall be reflected in its minutes. The first meeting of the council shall occur no later than October 15 each year and meetings shall be held quarterly thereafter.
2. Electing a chairperson
3. Sending council reports to the Superintendent and the Association President
4. Meeting with the Superintendent and Association representatives to discuss all final reports
5. Designing a job description for the council
6. Communicating with members in the buildings

The Superintendent and the council may implement the results of the council's studies, where feasible and possible. Implementation of any decisions will not violate the terms of this Agreement.

### **B. Adoption of New Curriculum**

1. When a new curriculum is adopted, the affected teacher(s) will be compensated for twenty one (21) hours at the curriculum rate or the employee's per diem rate, whichever is lower, for each new curriculum to allow the employee time to review the curriculum and prepare for instruction, outside the employee's contracted workday/year, at least fourteen (14) hours of which must be used for collaboration time (PLC, instructional coach, principal/supervisor).
2. Employees who participate in curriculum adoption, a curriculum pilot and/or standards development activities shall not be released for meetings during the workday without the agreement of the affected employee(s) to ensure continuity of instruction in their assigned classes. Employee participation in curriculum adoption is voluntary.

## **SECTION 6. STAFF DEVELOPMENT AND TRAINING**

It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of certificated employees. Therefore, the District shall periodically survey certificated employees to determine staff development needs. Such surveying, planning, and implementing may be done with the assistance of the Association, other agencies, or colleges and universities. At the discretion of the District, when feasible, professional development will be offered in a virtual learning environment.

Staff development activities may include:

1. Released time for classroom observation and visitation
2. Released time for staff development workshops
3. Workshops and classes designed for employees to help meet student needs
4. Consultant and material assistance for staff involved in curriculum innovation and change
5. Staff sharing information from workshops they have attended
6. Joint meetings between buildings or by grade levels or subject area
7. Utilize staff as trainers/experts (compensated-at curriculum rate of pay)
8. Academic coaches will meet with District administration to mutually determine the trainings they will attend each year based on the needs of the buildings and subject areas they are assigned, subject to District approval.

The Association may recommend to the District topics for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Where feasible and possible, courses on such topics shall be designed and offered for clock hours and/or college credit.

The Board may allocate some portion of the District's budget for the purpose of implementing mutually developed programs.

The District shall offer a minimum of twenty eight (28) clock hours for all certificated staff members annually for OSPI approved Professional Development. The clock hours will be offered during the employee work week or during a scheduled inservice day (refer to Article III, Section 17, A. 1 and 2a.). Employees will bear the cost of application for any clock hours offered.

Separately, the District will provide three (3) hours of STEM training opportunities annually. The District will not be responsible for clock hours for such training. Provision of such training may be through coordination with outside training providers or dissemination of outside training resources.

## **SECTION 7. CLASSROOM VISITATION**

To provide patrons 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 school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.
2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

3. In the event that the employee feels the classroom visitation is disruptive to the educational process, said visitation shall be immediately concluded at the option of the individual employee.

When the visitor is affiliated with an educational entity:

To provide the opportunity for professional development from a classroom visitation and to limit the disruption to the educational environment of the students, the total number of classroom visitors, who are associated with an educational entity, is limited to no more than eight (8) individuals per visit unless more is agreed to by the teacher being visited. Visitors shall be expected to exercise professional courtesy in their behavior in the classroom. Consultants and administrators shall endeavor to avoid interrupting teachers during instruction of students and interfering with, or assuming instruction of the employee's class, unless the teacher requests such assistance.

### **SECTION 8. CLASSROOM SUPPLIES**

Each employee shall receive two hundred fifty (\$250.00) per year for the purpose of purchasing supplies, approved equipment, and/or additional materials. The window for employee submission is September 1 through May 1. If May 1 is a non-workday, submissions will be accepted through the next workday. The window for reimbursement is November through June.

Reimbursement requires submission of itemized original printed or electronic receipts/online proof of purchase with proof of receipt of the items. The District shall maintain a list of approved equipment eligible for reimbursement, available on the District website. Employees may contact the technology department regarding items not included in this list to determine if the desired equipment can be supported by the District. If a question arises regarding documentation of a purchase under this Section, the employee will consult with the business office for specific documentation requirements. No employee shall be denied reimbursement if the employee has met all the requirements for reimbursement. Equipment purchased/reimbursed by the District is the property of the District.

### **SECTION 9. SUPERVISION OF ATHLETIC CONTESTS**

Employees will be admitted free of charge to District athletic events and other extracurricular events in exchange for crowd supervision as needed. In return for free admittance employees will sign-in at the gate/door, wear their staff badge, and agree to help supervise.

### **SECTION 10. MENTOR PROGRAM**

The District will make available ten (10) 20-hour stipends for the purpose of mentoring new employees, paid at curriculum rate.

### **SECTION 11. TUITION REIMBURSEMENT**

Teachers enrolled in the National Teacher Certification program shall receive five hundred dollars (\$500) tuition reimbursement of documented expenses upon completion of the National Teacher Certification program. Reimbursement shall be made upon submission of documentation of completion of the National Teacher Certification Board exam and

documentation of five hundred dollars (\$500) of expenses incurred and within six (6) calendar months of completion of the exam.

## **SECTION 12. INSTRUCTIONAL METHODS AND PACING**

The parties agree that certificated employees possess and/or develop expertise in the management and delivery of instruction. Employees are encouraged to provide recommendations with respect to the pacing of lessons, delivery methods of instruction (including grouping), addition of supplemental materials, adjustment of instruction to student needs, and testing and evaluation of student performance and growth. Such recommendations will be considered by the District. In regard to students in each teacher's assigned classroom, the teacher will monitor progress of all students and shall have the discretion, with the concurrence of the building principal and/or the Assistant Superintendent of Teaching and Learning, to adjust the pacing and provide re-teaching as they deem appropriate to ensure students are provided the opportunity to fully benefit from instruction.

## **ARTICLE V – COMPLAINTS/GRIEVANCES**

### **SECTION 1. INDIVIDUAL COMPLAINTS**

If an individual employee has a personal complaint which he desires to discuss with the supervisor, he is free to do so without recourse to the Grievance Procedure. However, adjustment of any such complaint shall not be inconsistent with the terms of this Agreement. In the administration of the Grievance Procedure, the interest of the employee shall be the sole responsibility of the Association.

### **SECTION 2. GRIEVANCE PROCEDURE**

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

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

Any further reference to days shall be interpreted as official school days or during the summer schedule, days the District Office is officially open for business.

#### **STEP I**

The grievant may invoke the formal grievance procedure through the Association on the grievance form (Appendix F) which will be available from the Association representative in each building. A completed, dated, signed copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building, it may be filed with the superintendent or a representative designated by the superintendent. A grievance must be filed within twenty (20) days of the occurrence of which he/she complains or twenty (20) days of the time when the grievant learned of the occurrence of which he complains, whichever is later.

#### **Step I Reply**

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the Association 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) days of such meeting, and shall furnish a copy thereof to the Association.

#### **STEP II**

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

#### **Step II Reply**

Within five (5) days the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in

writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

### **STEP III**

In the event the individual bringing the grievance within five (5) days after receipt of same is not satisfied with the results of Step II, or in the event that no agreeable resolution is reached within ten (10) days after he or the Association has first met with the superintendent, he may ask the local Association to request a meeting with the Board of Directors through the superintendent or through the Chairman of the Board. The individual may, if he wishes, take such action himself, requesting such counsel or assistance from the Association as he may desire.

The Board of Directors shall within twenty-five (25) days of the receipt of the request, confer with the individual and/or representatives of the local association to hear the individual's grievance and attempt to reach a satisfactory solution.

### **Step III Reply**

The Board shall indicate their disposition of the grievance in writing within fifteen (15) days of such meeting, and shall furnish a copy thereof to the Association.

### **STEP IV**

If the Association is not satisfied with the disposition of the grievance by the Board within five (5) days after receipt of same or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted for an impartial arbitrator. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the Board. The parties may not rely on any evidence not previously disclosed to the other party. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected. The decision of the arbitrator shall be final and binding upon both parties.

### **SECTION 3. ARBITRATION COSTS**

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

### **SECTION 4. 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 confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the express provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

## **SECTION 5. EXCLUSIONS FROM ARBITRATION**

The following is excluded from arbitration:

1. Probation, non-renewal, or discharge of provisional employees.

## **SECTION 6. ELECTION OF REMEDIES**

Matters relating to discharge, non-renewal, or adverse effect of employees and which have an alternate forum for resolution (*Superior Court, Human Rights Commission, PERC, OCR, Hearing Officer, etc.*) may be pursued in that alternative forum by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to any alternative forum such as those illustrated above. The Association shall issue a waiver to the District indicating which avenue of remedy has been sought.

## **SECTION 7. TIME LIMITS**

The time limits provided in this 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 time herein before 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 8. 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.

## **SECTION 9. CONTINUITY OF GRIEVANCE**

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.



7. Is there anything that you would like me to specifically observe during the lesson?

8. How and when will you know what the students have learned what you intended (Criterion 6-1f)

Date, room, and time of lesson \_\_\_\_\_

Please fill out this pre-observation form before or, if necessary, during our conference. Your comments on the form will provide the basis for the pre-observation conference, the observation, and the post observation conference. I look forward to our discussion.



**APPENDIX B-1 —OBSERVATION/EVALUATION REPORT NON-CLASSROOM TEACHER EMPLOYEE**

**GRANDVIEW SCHOOL DISTRICT**  
**OBSERVATION \_\_\_\_\_ / 90 DAY \_\_\_\_\_ /ANNUAL \_\_\_\_\_**

NAME \_\_\_\_\_ POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the following dates and time periods. Staff are not to be evaluated in areas for which they are not endorsed.

Observation Date(s)/Time: \_\_\_\_\_

**1. INSTRUCTIONAL SKILLS. THE CERTIFICATED CLASSROOM EMPLOYEE DEMONSTRATES, IN HIS OR HER PERFORMANCE, A COMPETENT LEVEL OF KNOWLEDGE AND SKILL IN DESIGNING AND CONDUCTING AN INSTRUCTIONAL EXPERIENCE.**

	Unsatisfactory	Basic	Proficient	Distinguished	N/O	
1.1 Sets Instructional Goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.2 Designs Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.3 Uses Assessment To Inform And Improve Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.4 Communicates Clearly And Accurately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.5 Uses Questioning And Discussion Techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.6 Engages Students In Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.7 Provides Feedback to Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1.8 Adapts Lessons Based On Student Needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2. CLASSROOM MANAGEMENT. THE CERTIFIED CLASSROOM EMPLOYEE DEMONSTRATES, IN HIS/HER PERFORMANCE, A COMPETENT LEVEL OF KNOWLEDGE AND SKILL IN ORGANIZING THE PHYSICAL AND HUMAN ELEMENTS IN THE EDUCATIONAL SETTING.**

	Unsatisfactory	Basic	Proficient	Distinguished	N/O	
2.1 Establishes, Manages And Maintains A Positive, Learning Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.2 Manages Classroom Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Organizes Physical Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.4 Maintains Accurate Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**3. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.** THE CERTIFICATED CLASSROOM EMPLOYEE DEMONSTRATES THE ABILITY TO MANAGE THE NON-INSTRUCTIONAL HUMAN DYNAMICS IN THE EDUCATIONAL SETTING.

	Unsatisfactory	Basic	Proficient	Distinguished	N/O
3.1 Manages Student Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Appropriate Response To Discipline Problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**4. INTEREST IN TEACHING PUPILS.** THE CERTIFICATED CLASSROOM EMPLOYEE DEMONSTRATES AN UNDERSTANDING AND COMMITMENT TO EACH PUPIL, TAKING INTO ACCOUNT EACH INDIVIDUAL’S UNIQUE BACKGROUND AND CHARACTERISTICS.THE CERTIFICATED CLASSROOM EMPLOYEE DEMONSTRATES ENTHUSIASM AND ENJOYMENT FOR WORKING WITH PUPILS.

	Unsatisfactory	Basic	Proficient	Distinguished	N/O
4.1 Demonstrates equity and fairness when interacting with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Maintains a climate that supports and encourages students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Designs and/or adapts curriculum for diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Demonstrates enthusiasm for teaching students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. PROFESSIONAL PREPARATION AND SCHOLARSHIP.** THE CERTIFICATED CLASSROOM EMPLOYEE EXHIBITS IN HIS/HER PERFORMANCE, EVIDENCE OF HAVING A THEORETICAL BACKGROUND AND KNOWLEDGE OF THE PRINCIPLES AND METHODS OF TEACHING AND A COMMITMENT TO EDUCATION AS A PROFESSION.

	Unsatisfactory	Basic	Proficient	Distinguished	N/O
5.1 Possess and maintains appropriate academic background in subject area	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Is committed to education as a profession	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. KNOWLEDGE OF SUBJECT MATTER.** THE EMPLOYEE DEMONSTRATES A DEPTH AND BREADTH

OF KNOWLEDGE OF THEORY AND CONTENT IN GENERAL EDUCATION AND SUBJECT MATTER SPECIALIZATION(S) APPROPRIATE TO THE ELEMENTARY AND/OR SECONDARY LEVEL(S).

	Unsatisfactory	Basic	Proficient	Distinguished	N/O	
6.1 Demonstrates Knowledge Of Content And Pedagogy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.2 Demonstrates knowledge of resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**7. EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** THE CERTIFICATED CLASSROOM EMPLOYEE DEMONSTRATES AN AWARENESS OF HIS/HER LIMITATIONS AND STRENGTHS, AND DEMONSTRATES CONTINUED PROFESSIONAL GROWTH.

	Unsatisfactory	Basic	Proficient	Distinguished	N/O	
7.1 Responsive toward constructive criticism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Summary Evaluation/Observation Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name \_\_\_\_\_ Year \_\_\_\_\_

It is my judgment, based upon adopted criteria, that this employee’s overall performance has been (satisfactory/unsatisfactory) during the evaluation period. (Only for final evaluation)

\_\_\_\_\_  
 DATE PRINCIPAL/DESIGNATED EVALUATOR

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

\_\_\_\_\_  
 DATE EMPLOYEE

*THE EMPLOYEE MAY ADD WRITTEN COMMENTS IN RESPONSE TO THE INFORMATION ON THIS FORM.*

**APPENDIX B-2 — OBSERVATION/EVALUATION REPORT**  
**CLASSROOM SUPPORT EMPLOYEE**  
**GRANDVIEW SCHOOL DISTRICT**  
**OBSERVATION \_\_\_\_\_ / 90 DAY \_\_\_\_\_ / ANNUAL \_\_\_\_\_**

NAME \_\_\_\_\_ POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

This evaluation is based in whole or in part upon observations for the purpose of evaluations which occurred on the following dates and time periods. Staff are not to be evaluated in areas for which they are not endorsed.

Observation Date(s)/Time: \_\_\_\_\_

**EVALUATIVE CRITERIA**

I	<b>KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</b> The certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	1a. Practices are well grounded in current theory and content in specialty area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	1b. Grasps understanding of specialty area's place in the school curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	1c. Works to integrate within total school curriculum into specialty field.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

II	<b>SPECIALIZED SKILLS –</b> The certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, enrichment and evaluation. He/she demonstrates the ability to evaluate programs, services, facilities and materials both formally and informally on a continuous basis to identify strengths and weaknesses	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	2a. Ability to design specialized program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	2b. Identify strengths and weaknesses of services, facilities, and materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

III	<b>MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b> The certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized program.	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	3a. Manage and organize materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3b. Manage and organize equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	3c. Manage and organize environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EVALUATIVE CRITERIA**

IV	<b>SUPPORT PERSON AS A PROFESSIONAL</b> The certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	4a. Continues professional growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4b. Holds appropriate certification.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	4c. Responsive toward constructive criticism.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

V	<b>COMMUNICATES AND COOPERATES</b> To enhance involvement in assisting pupils, parents, and educational personnel, the certificated support person demonstrates an acceptable level of performance in maintaining good relationships with pupils, staff, and parents. He/she demonstrates a willingness to assist staff and students in the use of specialized resources and facilities.	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	5a. Willing to modify strategies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5b. Seeks advice and input.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5c. Makes decisions. Responsible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5d. Fulfills non-teaching duties.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	5e. Willing to implement and share resources.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

VI.	<b>HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b> The certificated support person demonstrates the ability to manage the non-instructional human dynamics in the specialized environment	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	6a. Manages student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	6b. Appropriate response to discipline problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

VII.	<b>INTEREST IN TEACHING PUPILS</b> The certificated support person demonstrates an understanding and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated support person demonstrates enthusiasm and enjoyment for working with pupils.	Satisfactory (S)	Needs Improvement (NI)	Unsatisfactory (U)	Not Observed (NO)
	7a. Demonstrates equity and fairness when interacting with students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7b. Maintains a climate that supports and encourages students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7c. Designs and/or adapts curriculum for diverse needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	7d. Demonstrates enthusiasm for teaching students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VIII OVERALL JOB PERFORMANCE**

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL COMMENTS:**

It is my judgment, based upon an adopted criteria, that this employee's overall performance has been (*satisfactory/unsatisfactory*) during the evaluation period.

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PRINCIPAL/DESIGNATED EVALUATOR

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

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 EMPLOYEE

*THE SUPPORT PERSON MAY ADD WRITTEN COMMENTS IN RESPONSE TO THE INFORMATION ON THIS FORM*

**APPENDIX B-3— NON-CLASSROOM TEACHER EVALUATION - SHORT  
FORM**

Name: \_\_\_\_\_ Assignment: \_\_\_\_\_

Observation date: \_\_\_\_\_ Time of observation from \_\_\_\_\_ to \_\_\_\_\_

ASSESSMENT STATEMENT:

Evaluator's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date copy given to employee: \_\_\_\_\_

\* Indicates only that the teacher has reviewed the evaluation in conference with the evaluator.

0/92

**APPENDIX B-4 –NON-CLASSROOM TEACHER PROFESSIONAL GROWTH  
PLAN – SHORT FORM**

NAME \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions.
  
  
  
  
  
  
  
  
  
  
2. What is the plan of action for achieving my goal(s)?
  
  
  
  
  
  
  
  
  
  
3. How can my principal help me to achieve my goals?
  
  
  
  
  
  
  
  
  
  
4. Who will be involved in working with me to achieve my goals?
  
  
  
  
  
  
  
  
  
  
5. How will I measure my success in achieving my goals?

Signatures: Evaluator: \_\_\_\_\_ Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

WAC 392-191-030 Stipulates that one or more of the following sources of information are to be used in developing the professional growth plan. 1) Peer review and evaluation; 2) input by parents; 3) input by students; 4) personal and/or professional goals; 5) school district goals; 6) building goals; 7) self-assessment; 8) personal academic records; and 9) school district evaluations.

## APPENDIX B-5- Danielson Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2013-2014 School Year – Version 1.1

<b>Criterion 1: Centering instruction on high expectations for student achievement.</b>			
<i>2b: Establishing a Culture for Learning</i>			
<b>Unsatisfactory – 1</b>	<b>Basic –</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>

**3a: Communicating with Students**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>

**Criterion 1: Centering instruction on high expectations for student achievement.**

**3c: Engaging Students in Learning**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>

**Criterion 2: Demonstrating effective teaching practices.**

**3b: Using Questioning and Discussion Techniques**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

**4a: Reflecting on Teaching**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**1b: Demonstrating Knowledge of Students**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	<p>Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.</p>

**3e: Demonstrating Flexibility and Responsiveness**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>

**Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**Student Growth 3.1: *Establish Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 3.2: *Achievement of Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.**

*1a: Demonstrating Knowledge of Content and Pedagogy*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher’s plans and practice display little understanding of prerequisite relationships important to student’s learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student’s learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher’s plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher’s plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher’s plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher’s plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher’s plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher’s plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>

*1c: Setting Instructional Outcomes*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>

**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.**

*1d: Demonstrating Knowledge of Resources*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources— not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources— not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.

*1e: Designing Coherent Instruction*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>

**Criterion 5: Fostering and managing a safe, positive learning environment.**

*2a: Creating an Environment of Respect and Rapport*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students’ ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students’ ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>

**2c: Managing Classroom Procedures**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>

**Criterion 5: Fostering and managing a safe, positive learning environment.**

*2d: Managing Student Behavior*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>

*2e: Organizing Physical Space*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>

**Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.**

*1f: Designing Student Assessments*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear.</p> <p>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>

**3d: Using Assessment in Instruction**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

**Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.**

**4b: Maintaining Accurate Records**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for noninstructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>

**Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

**Student Growth 6.1: Establish Student Growth Goal(s)**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 6.2: Achievement of Student Growth Goal(s)**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

**Criterion 7: Communicating and collaborating with parents and the school community.**

**4c: Communicating with Families**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**4d: Participating in a Professional Community**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</p>

**4e: Growing and Developing Professionally**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues—either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

*4f: Showing Professionalism*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school.</p> <p>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under- served, are honored in the school.</p> <p>Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>

**Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**Student Growth 8.1: *Establish Team Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>	<p>Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</p>

Student Growth Criterion 3: Recognizing individual learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal – Alignment of this goal with Criterion 3 provides educators the opportunity to attend to a smaller group of individual students and to monitor progress of each and every student in this identified group.			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential.</p> <p>OR</p> <p>The teacher does not explain how the <b>knowledge of individual students</b> informed the goal.</p> <p>The goal does not address an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal does not require students' <b>cognitive or emotional engagement</b>.</p> <p>The teacher does not communicate with students' families about the goal.</p>	<p>The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of students</b> informed the goal for the students as a group, but not as individuals.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher communicates the goal to students' families.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher seeks and considers, when provided, input from students' families in developing the goal.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher seeks and considers, when provided, input from students' families in developing the goal.</p> <p>The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.</p>

<b>Student Growth Criterion 3: Recognizing individual learning needs and developing strategies to address those needs.</b>			
<b>Student Growth 3.2: Achievement of Student Growth Goal – The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments.</p> <p>There is no evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning.</b></p> <p>The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress.</p> <p>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments.</b></p> <p>There is limited evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning.</b></p> <p>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.</p> <p>The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments.</b></p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning.</b></p> <p>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.</p> <p>The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments.</b></p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning.</b></p> <p>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.</p> <p>The teacher uses information from student progress and students' experience of learning to:</p> <ul style="list-style-type: none"> <li>• Guide their next steps for instruction, and</li> <li>• Effect changes in instructional practice or professional learning beyond their own classroom or context.</li> </ul>

<b>Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>			
<b>Student Growth 6.1: Establish Student Growth Goal</b> – Alignment of this goal with Criterion 6 provides educators the opportunity to use multiple data elements, including knowledge of students, to plan instruction and advance their learning.			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher does not develop a student growth goal.</p> <p>OR</p> <p>The teacher does not explain how the <b>knowledge of students</b> informed the goal.</p> <p>The goal does not address an <b>essential standard</b> for the teacher’s content and grade level.</p> <p>The goal does not require students’ <b>cognitive or emotional engagement</b>.</p>	<p>The teacher develops a student growth goal for students in one grade level or class.</p> <p>The teacher uses a single data element to explain how the <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level.</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p>	<p>The teacher develops a student growth goal for students in one grade level or class.</p> <p>The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level.</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p>	<p>The teacher develops a student growth goal for students in one grade level or class.</p> <p>The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level.</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p> <p>The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.</p>

<b>Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>			
<b>Student Growth 6.2: Achievement of Student Growth Goal – The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments.</p> <p>There is no evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher does not provide evidence of taking responsibility for student learning progress.</p> <p>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is limited evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>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.</p> <p>The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on the learning progress for three groups of students: Students who</p> <ul style="list-style-type: none"> <li>exceeded the learning goal</li> <li>met or nearly met the learning goal</li> <li>did not yet meet the learning goal</li> </ul> <p>The reflection includes analysis of why students did or did not make progress, and next steps for each group.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on the learning progress for three groups of students: Students who</p> <ul style="list-style-type: none"> <li>exceeded the learning goal</li> <li>met or nearly met the learning goal</li> <li>did not yet meet the learning goal</li> </ul> <p>The teacher uses information from student progress and students' experience of learning to:</p> <ul style="list-style-type: none"> <li>Guide their next steps for instruction, and</li> </ul>

**Student Growth Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.**

**Student Growth 8.1: Establish Student Growth Goal** – *Alignment of this goal with Criterion 8 provides educators the opportunity to learn together how to impact student learning and advance their knowledge and practice of teaching as a profession. Since the focus is on learning together by setting the goal, there is no rubric associated with reflecting on the progress students made. However, reflective discussion about student progress in this collaborative setting aligns with many professional educator practices and is an opportunity to further deepen the learning.*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher does not collaboratively develop the student growth goal.</p> <p>OR</p> <p>Collaboration does not yield a goal that:</p> <ul style="list-style-type: none"> <li>• Is informed by <b>knowledge of students</b></li> <li>• Addresses an <b>essential standard</b> for the teacher’s content and grade level</li> <li>• Require <b>cognitive or emotional engagement</b></li> </ul> <p>The teacher undermines team’s ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.</p>	<p>The teacher collaborates with other grade, school, or district team members to develop the student growth goal.</p> <p>The team uses a single data element to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p>	<p>The teacher collaborates with other grade, school, or district team members to develop the student growth goal.</p> <p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p>	<p>The teacher collaborates with other grade, school, or district team members to develop the student growth goal.</p> <p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher’s content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students’ <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p> <p>The teacher helps develop other team members’ capacity to be effective.</p>

**APPENDIX B-6**  
**COMPREHENSIVE/FOCUSED STUDENT GROWTH GOALS FORM**

Name: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

**Check the evaluation cycle you are participating in:**

\_\_\_\_\_ Comprehensive (3 goals 3.1, 6.1, 8.1)

\_\_\_\_\_ Focused (1 Goal 3.1 or 6.1, or 8.1)

**Student Growth Goals and Growth Measures**

For the Focused Evaluation Process, if assessing Criterion 1, 2, 4, 5, or, 8 the student growth goal rubrics from Criterion 3, 6, and 8 will be used.

**SG Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs**

**SG Criteria 6: Using multiple student data elements to modify instruction and improve student learning.**

**SG Criteria 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

1. What is/are your Goal(s) and what essential standard(s) will it/they cover?
2. How was your subgroup of students selected? (Answer If applicable for evaluation)
3. How did your professional learning community collaborate to decide on the goal(s) and how will your team monitor student progress? (Answer If applicable for evaluation)
4. What growth measures will you use, and how will the students be involved in the learning process? Remember that growth measures can be any data to show students progressing through the standard. (ie, written work, oral conferring, District Assessment Data, anecdotal notes, or any other student produced artifacts)
5. How will you engage the families in the learning process of your growth goals?

Teacher Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B-7 COMPREHENSIVE CLASSROOM TEACHER  
POST-OBSERVATION CONFERENCE TOOL**

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know? What evidence would support this? **[4a]**

2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding? What evidence would support this? **[4a]**

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning? What evidence would support this? **[4a]**

4. Did you depart from your plan? If so, how and why? What evidence would support this? **[4a]**

5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective? What evidence would support this? **[4a]**

6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently? What evidence would support this? **[4a]**

7. What is your system for maintaining records? What evidence would support this? **[4b]**

8. What methods do you use to communicate with families? What evidence would support this? **[4c]**

9. What are some examples of your participation in a professional community, growing and developing professionally, and showing professionalism? What evidence would support this? **[4d, 4e, 4f]**



**APPENDIX B-8  
COMPREHENSIVE EVALUATION PROFESSIONAL  
GROWTH & EVALUATION SYSTEM  
OBSERVATION REPORT FORM**

Teacher \_\_\_\_\_ School \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**This observation is based in whole or in part upon observations for the purpose of evaluation, which occurred on the following date and time. Staff is not to be evaluated in areas for which they are not endorsed.**

1. The number of marks in each level of performance column is added up on the evaluation report form only.

<b>Criteria 1: Centering Instruction on High Expectations for Student Achievement</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3a Communicating with Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3c Engaging Students in Learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 2: Demonstrating Effective Teaching Practices</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning and Discussion Techniques	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4a Reflecting on Teaching	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs.</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e Demonstrating Flexibility and Responsiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 3.1 Establish Student Growth Goal(s) Subgroups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 3.2 Achievement of Student Growth Goal(s) Subgroup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:



<b>Criteria 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1c Setting Instructional Outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1d Demonstrating Knowledge of Resources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1e Designing Coherent Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2c Managing Classroom Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2d Managing Student Behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2e Organizing Physical Space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3d Using Assessment in Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4b Maintaining Accurate Records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 6.1 Establish Student Growth Goal(s) Whole Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 6.2 Achievement of Student Growth Goal(s) Whole Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 7: Communicating and Collaborating With Parents and School Community</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

<b>Criteria 8: Exhibiting Collaborative and Collegial Practices Focused On Improving Instructional Practice and Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
4e Growing and Developing Professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4f Showing Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 8.1 Establish Team Student Growth Goal(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:

Strengths:

Areas for Growth: If there is an area of concern, the evaluator will identify it, in writing, and provide written suggestions to address the concern with support and coaching from the evaluator.

General Comments:

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Teacher \_\_\_\_\_

Date \_\_\_\_\_

*My signature indicates that I have seen this observation report form; it does not necessarily indicate agreement with the findings. The teacher may add written comments.*

**APPENDIX B-9**  
**COMPREHENSIVE EVALUATION PROFESSIONAL GROWTH**  
**& EVALUATION SYSTEM EVALUATION REPORT FORM**  
**SUMMATIVE SCORING LEVELS OF PERFORMANCE**

Teacher \_\_\_\_\_ School \_\_\_\_\_ Grade Level(s) \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

**This evaluation is based in whole or in part upon observations for the purpose of evaluation, which occurred on the following dates and times. Staff is not to be evaluated in areas for which they are not endorsed.**

1. The number of marks in each level of performance column is added up, **with points assigned based on the number value of each level.**
2. All four scores are added together.
3. The evaluator uses the Criterion Overall Rating Range to assign a final Criteria Score for each of the 8 State Criteria.
4. Each of the criteria score is entered into the Summary of Overall Ratings to get a "Preliminary Score".
5. The process is repeated for the Student Growth Rubrics using the State developed criteria for this scoring methodology.

<b>Criteria 1: Centering Instruction on High Expectations for Student Achievement</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>2b Establishing a Culture for Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>3a Communicating with Students</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>3c Engaging Students in Learning</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>3-4</b>	<b>5-7</b>	<b>8-10</b>	<b>11-12</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 2: Demonstrating Effective Teaching Practices</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>3b Using Questioning and Discussion Techniques</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>4a Reflecting on Teaching</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs.</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1b Demonstrating Knowledge of Students</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>3e Demonstrating Flexibility and Responsiveness</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SG 3.1 Establish Student Growth Goal(s) Subgroups</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SG 3.2 Achievement of Student Growth Goal(s) Subgroup</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>4-5</b>	<b>6-9</b>	<b>10-13</b>	<b>14-16</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>1c Setting Instructional Outcomes</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>1d Demonstrating Knowledge of Resources</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>1e Designing Coherent Instruction</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>4-5</b>	<b>6-9</b>	<b>10-13</b>	<b>14-16</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>2a Creating an Environment of Respect and Rapport</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>2c Managing Classroom Procedures</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2d Managing Student Behavior</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>2e Organizing Physical Space</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>4-5</b>	<b>6-9</b>	<b>10-13</b>	<b>14-16</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1f Designing Student Assessments</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>3d Using Assessment in Instruction</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4b Maintaining Accurate Records</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SG 6.1 Establish Student Growth Goal(s) Whole Classroom</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SG 6.2 Achievement of Student Growth Goal(s) Whole Classroom</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>5-7</b>	<b>8-12</b>	<b>13-17</b>	<b>18-20</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

<b>Criteria 7: Communicating and Collaborating With Parents and School Community</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4		
<b>4c Communicating with Families</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"	
Enter "total score" under each column						
Overall "Rating Range"	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>		Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.						

Comments:

<b>Criteria 8: Exhibiting Collaborative and Collegial Practices Focused On Improving Instructional Practice and Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>4d Participating in a Professional Community</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
<b>4e Growing and Developing Professionally</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4f Showing Professionalism</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>SG 8.1 Establish Team Student Growth Goal(s)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	<b>4-5</b>	<b>6-9</b>	<b>10-13</b>	<b>14-16</b>	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

## PRELIMINARY SUMMARY RATING

Criteria	1	2	3	4	5	6	7	8	Total
Score									
OSPI Approved Summative Scoring Band:									
8-14		15-21		22-28		29-32		Overall Preliminary Rating*	
1 Unsatisfactory		2 Basic		3 Proficient		4 Distinguished			

## STUDENT GROWTH RATING

Student Growth Rubric and Rating	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 Establish Student Growth Goal(s) Subgroups	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Add Scores from all columns to get a "Total Score"
3.2 Achievement of Student Growth Goal(s) Subgroup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.1 Establish Student Growth Goal(s) Whole Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.2 Achievement of Student Growth Goal(s) Whole Classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8.1 Establish Team Student Growth Goal(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
OSPI Approved Student Growth Impact Rating Scoring Band	<b>5-12 Low</b>	<b>13-17 Average</b>	<b>18-20 High</b>	Student Growth Score →	
<ul style="list-style-type: none"> <li>For 3.2 and 6.2 there must be a minimum of two student growth measures used.</li> <li>A student growth score of "1" in any of the student growth rubric will result in a "Low" growth rating.</li> <li>A "Low" growth rating will require a Student Growth Inquiry to be completed</li> </ul>					

## FINAL SUMMATIVE RATING

<b>Preliminary Summary Rating</b>			
<b>Student Growth Rating</b>		Student Growth Inquiry Is Required	<input type="checkbox"/>
Unsat/Low* = Unsat Unsat/Avg = Unsat Unsat/High = Unsat	Basic/Low* = Basic Basic/Avg = Basic Basic/High = Basic	Prof/Low* = Prof Prof/Avg = Prof Prof/High = Prof	Dist/Low = Prof Dist/Avg = Dist Dist/High = Dist
* A "Low" Student Growth Rating will require a Student Growth Inquiry to be completed			
<b>OVERALL SUMMATIVE RATING</b>			

Strengths:

Areas for Growth:

Overall Comments:

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Teacher \_\_\_\_\_

Date \_\_\_\_\_

*My signature indicates that I have seen this evaluation report form; it does not necessarily indicate agreement.*

*The teacher may add written comments in response to the information on this form.*

**APPENDIX B-10 FOCUSED EVALUATION  
OBSERVATION REPORT**

**Teacher:** \_\_\_\_\_ **Position / Grade Level:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Observation Date:** \_\_\_\_\_

**Focused Criteria Selected** (Check below)

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

**Evaluator’s Observation Comments:**

*Observe/Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relation to the negotiated instructional framework.*

**Evaluator’s Recommendations for Employee’s Professional Growth on the Selected Criterion:**

*(Refer to rubric for Selected Focused Criterion, Appendix B-5 Danielson Framework for Teaching)*

Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

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

Date: \_\_\_\_\_ Employee: \_\_\_\_\_

*The employee may add written comments in response to the information on this form.*

**APPENDIX B-11 FOCUSED EVALUATION  
FINAL SUMMATIVE EVALUATION REPORT**

**Teacher:** \_\_\_\_\_ **Position / Grade Level:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Focused Criteria Selected** (Check below)

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

*\*\*\*Evaluator/Teacher: Refer to Appendix B-5, Danielson Framework for Teaching Rubrics by Washington State Criteria for the selected Criterion, (and Student Growth Components indicated below if Criteria 1,2,4,5,or 7 were selected) for observations, evaluative conferences, review of artifacts and evidence, and discussions regarding professional growth for Focused Evaluation*

**Student Growth Components Selected if Criterion 1, 2, 4, 5, or 7 is chosen:**

- \_\_\_ Criterion 3
- \_\_\_ Criterion 6

**Focused Evaluation Scoring:**

The summative score is determined using the most recent Comprehensive summative evaluation score. This score becomes the Focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator. (*Refer to Article III, Section 6.B.10 - Focused Evaluation*)

Date of most recent Comprehensive Evaluation: \_\_\_\_\_

**Check one:**

Score from most recent Comprehensive Evaluation- **Circle one**     3     4

**OR**

Evidence of exemplary practice– Distinguished score awarded     4

Evaluator Comments:

Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

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

Date: \_\_\_\_\_ Employee: \_\_\_\_\_  
*The employee may add written comments in response to the information on this form.*

**APPENDIX C- INTENT TO RETURN FORM**

GRANDVIEW SCHOOL DISTRICT #200  
INTENT TO RETURN FOR (YEAR)

MEMO TO: (employee)  
FROM: (superintendent)  
SUBJECT: STAFF AND BUDGET PLANNING FOR THE (year) SCHOOL YEAR  
Date: \_\_\_\_\_

Please return to: (Name) by (Date) –ten (10) school days from the date of issuance of electronic form.

In order to help us make plans for both staff and budget development for the (year) school year, please complete the following:

**PLANS:**

Do you plan to return for the (year) school year?

Yes  No  If no, check one below.

Requesting Leave of Absence       Retiring       Resignation  
(Must follow up with an official letter)

Do you plan to stay in your current assigned position?

Yes  No  (If no, complete Appendix D-Request for Transfer, Employee Job Trade or Alternative Assignment)

**ADDITIONAL CREDITS:**

Will you receive additional educational credits that will apply toward next year’s salary schedule?

\_\_\_\_\_

If yes, how many? \_\_\_\_\_ Will it move you up on Salary Schedule? \_\_\_\_\_

Have you earned (or will you earn) your Master’s between September 1, 20\_\_\_\_ and August 31, 20\_\_\_\_  
(Please include Summer quarter).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**APPENDIX D - REQUEST FOR TRANSFER, EMPLOYEE JOB TRADE OR ALTERNATIVE ASSIGNMENT FOR (YEAR)**

**GRANDVIEW SCHOOL DISTRICT #200**

**Name:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Current Assignment:** \_\_\_\_\_

**TRANSFERS:**

I wish to be considered for a job trade for (*school year*) to: (*position*)\_\_\_\_\_

Requested Grade(s) to transfer to: \_\_\_\_\_ Subject(s): \_\_\_\_\_

Indicate special training or experience that may be significant in considering the request:

\_\_\_\_\_

**EMPLOYEE JOB TRADE**

I wish to be considered for a job trade for (*school year*) to: (*position*)\_\_\_\_\_

Indicate special training or experience that may be significant in considering the request:

\_\_\_\_\_

**ALTERNATIVE JOB ASSIGNMENT**

I wish to be considered for an alternative job assignment (*school year*) to:  
(*job share/exchange, looping*)

Indicate special training or experience that may be significant in considering the request:

\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Return within ten (10) school days from the date of issuance of electronic Intent to Return Form.

## APPENDIX E - JOB CANDIDATE EVALUATION INSTRUMENT

### GRANDVIEW SCHOOL DISTRICT #116/200 JOB CANDIDATE EVALUATION INSTRUMENT

Candidate Name: \_\_\_\_\_  
 Position: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Interviewer: \_\_\_\_\_

**Scoring: 1 = Low; 5 = High**

CRITERIA	SCORE
In-District experience  <i>Points: 0 or 1</i>	
Credentials (certificate/endorsement)  <i>Points: 1 – 5</i>	
Training and experience/special qualifications  <i>Points: 1 - 5</i>	
Current assignment (incl. Student teaching)  <i>Points: 1 – 5</i>	
Evaluation/references  <i>Points: 1 - 5</i>	
Interview  <i>Points: 1 – 5</i>	
Performance Assessment  <i>Points: 1 - 5</i>	

**APPENDIX F - 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, 3 and 4. The form must be addressed and delivered to the appropriate supervisor at Step 1, and the Superintendent at Steps 2, 3, and 4.

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: \_\_\_\_\_

## APPENDIX G - 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:** "Were the District's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District's business, and (b) the performance that the employer 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 management?"
  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?"
- \* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

# APPENDIX H-1 GRANDVIEW SCHOOL DISTRICT CALENDAR 2025-26

\*The Association & District agree to bargain the 2026-2027 Teacher Calendar

Grandview School District #200																																																																																																													
2025-2026 Teacher Calendar																																																																																																													
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LEGEND	
<span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	First/Last Day of School
<span style="background-color: pink; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Holiday - No School
<span style="background-color: purple; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Parent/Teacher Conferences/ District Directed Days -No School
<span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Quarter/Semester/Trimester Ends
GEA - Article III Section 18:	
1 day - District Directed - (Aug. 18)	(Required)
1 day - District Directed - (Aug. 19)	(Required)
1 day - District/GEA Shared Day - (Aug 20)	(Required)
1 day - District Directed - (Oct 10)	(Optional)
1 day - District Directed - (Mar. 6)	(Optional)
1 day - District Directed - (May 1)	(Optional)

# Appendix I - 1

## 2025-26 Salary Schedule

### Table Of Total Base Salaries For Certificated Instructional Staff

For School Year 2025-26

\*\*\* Education Experience \*\*\*

Years of Service	2.50%						Annual	MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45		
0	57,166	58,709	60,297	61,925	68,115	73,633	79,596	
1	58,024	59,590	61,199	62,853	69,136	74,737	80,789	
2	58,893	60,485	62,119	63,796	70,174	75,857	82,003	
3	59,777	61,393	63,050	64,752	71,227	76,996	83,232	
4	60,674	62,314	63,995	65,723	72,294	78,150	84,482	
5	61,585	63,248	64,954	67,628	73,380	79,322	85,749	
6	62,510	64,198	65,929	69,591	74,479	80,512	87,036	
7	64,072	65,802	67,578	71,610	76,342	82,525	89,211	
8	65,674	67,447	69,266	73,685	78,251	84,588	91,441	
9	-	69,132	70,999	75,822	80,206	86,704	93,728	
10	-	-	72,773	78,021	82,211	88,871	96,070	
11	-	-	-	80,283	84,267	91,092	98,472	
12	-	-	-	82,611	86,373	93,370	100,934	
13	-	-	-	-	88,967	96,173	103,860	
14	-	-	-	-	91,635	99,057	106,872	
15	-	-	-	-	94,384	102,029	109,972	
16 or more	-	-	-	-	97,214	105,089	112,732	

*For credits earned after the BA degree but before the MA degree:*

*Any credits in excess of 45 may be counted after the MA degree.*

*10 Clock hours = 1 credit*



(Oficial: Pídale al testigo que ponga sus iniciales en la declaración que le aplique)

\_\_\_\_\_ I wrote this statement in my own handwriting.

Yo escribí esta declaración en mi propia letra

\_\_\_\_\_ I orally gave this statement to the School Official and the School Official wrote down what I said.

Yo le di oralmente esta declaración a un oficial y el oficial escribió lo que yo dije

\_\_\_\_\_ I orally gave this statement to the School Official and the School Official recorded what I said. I gave the School Official permission to record the statement.

Yo di esta declaración oralmente a un oficial y el oficial grabo lo que yo dije. Yo le di permiso al oficial de grabar mi declaración

School Official: Read the following to the witness before the witness signs a statement.

Oficial: Lea lo siguiente al testigo antes de que el/la testigo firme la declaración

I have read this statement or it has been read to me and I know the contents of the statement. It consists of \_\_\_\_ pages. I have placed my initials next of any corrections I have made. This statement is truthful and accurate; and I made it voluntarily, knowingly and intelligently, without any threats or promises of any kind.

I certify (or declare) that the foregoing is true and correct.

Yo he leído esta declaración o me la han leído y yo sé el contenido de esta declaración. Consiste de \_\_ páginas. Yo he firmado cada pagina y puesto mis iniciales al lado de cualquier corrección que haiga hecho. Esta declaración es cierta y exacta; y yo la hice de propia voluntad, sabiendo e inteligentemente, sin ninguna amenaza o promesa de cualquier tipo.

Yo certifico (o declaro) lo anterior es verdadero y correcto.

Place (lugar): \_\_\_\_\_

Date (fecha): \_\_\_\_\_

Signature (firma): \_\_\_\_\_

**Memorandum Of Understanding  
Between The Grandview Education Association  
And  
The Grandview School District**

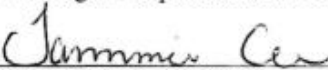
**RE: NINTH GRADE SUCCESS PROGRAM FOR THE 2023-24 SCHOOL YEAR.**

This Agreement is entered into by the parties, the Grandview Education Association (Association) and the Grandview School District (District), regarding the MOU signed by the District and Stand For Children to implement a "Ninth Grade Success Program Implementation" at Grandview High School for the 2019-20 school year. This Memorandum shall extend these agreements through the 2023-24 school year.

The parties agree to the following:

1. All employees who voluntarily agree to participate in this program shall be paid at the curriculum rate of forty-five dollars (\$45.00) or per diem, whichever is lower, per hour for hours requested to be worked outside the 7.5 hour contracted workday. Additional hours may include data entry time, meetings outside the contracted workday and trainings employees attend related to the program. Employees will document all time spent in these activities on a designated time sheet, to be submitted for payment by the last working day of each month.
2. Meetings related to this program shall be limited to up to two times per month outside the contracted workday, unless an affected employee elects to participate in additional meetings at the employee's discretion.
3. Employees who have agreed to participate in this program will observe students in classroom and instructional environments other than their own. It is understood and agreed to by the parties that the purpose of these observations is solely for increasing students' educational success and that no information obtained from these classroom observations may be used in evaluation of any employee.

It is understood that there will be classroom visitations at times by administrators, the Stand for Children coach and GHS staff to observe 9<sup>th</sup> grade classrooms during the year. In accordance with Article IV, Section 7. of the parties' Collective Bargaining Agreement, such visitations shall be limited to a maximum of eight (8) individuals per visit, unless more are agreed to by the teacher whose classroom is being visited. The visitors shall comply with the requirements under Article IV, Section 7 in regard to professional courtesy and interference with instruction.

For Grandview EA  Date 12/4/23  
Tammie Carr, President

For Grandview School District  Date 12/4/23  
Dr. Rob Darling, Superintendent



## MEMORANDUM OF UNDERSTANDING

To: GSD High School Certificated staff, Administration, GEA President  
From: Dr. Rob Darling, Superintendent  
Re: Grandview High School Parent/Teacher Conferences Schedule  
Date: August 18, 2023

---

### Rationale

To meet the needs of GSD High School students, GHS will have parent/teacher conferences on different dates and times than the rest of the school district to provide students and staff with the ability to adjust before the end of each trimester. The intent is to meet GHS students' needs.

### Change in Procedure for 2023-24

The dates below correspond to the mid-trimester mark and the hours listed make up the 28 hours worked during the traditional conference time.

#### October 4 and 5\*

- Teachers will work 4hrs and 40 min between 2:45 – 8:00pm

#### January 24 and 25

- Teachers will work 4hrs and 40 min between 2:45 – 8:00pm


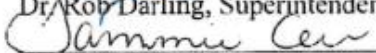
#### May 1 and 2

- Teachers will work 4hrs and 40 min between 2:45 – 8:00pm

Teachers will not be required to work November 2 or 3, and March 28 and 29.

\*In the event parents cannot meet on the dates above, teachers will also have the option to use two (2) hours of flex time throughout the week of conferences. Example: A teacher works an extra hour on Monday Oct. 2 in the afternoon to accommodate parent schedules and an extra hour on Tuesday Oct 3. The teacher will only be required to work 3hrs 45 minutes on October 4 and 3hrs 45 minutes on October 5.

The library and commons will be open to students so that they can increase academic achievement on November 2<sup>nd</sup> and March 28<sup>th</sup>. Teachers will have the option, but not required, to work a half day (paid at per diem rate) to provide interventions, tutoring, and meet with parents. This is a continued effort to meet the needs of our students and the requirements of our state.

  
\_\_\_\_\_  
Dr. Rob Darling, Superintendent, Grandview School District  
  
\_\_\_\_\_  
Tammie Carr, President, Grandview Education Association

Date 12/4/23  
Date \_\_\_\_\_



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