

Collective Bargaining Agreement
between
Highland Education Association
and
Highland School District No. 203
202325-202526

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PREAMBLE

Pursuant to the Act, the Parties the Highland Education Association and the Highland School District, having reached certain agreements wish to memorialize those agreements in this document.

ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

- A. ***District/Board*** shall mean the Highland School District No. 203, County of Yakima, State of Washington.
- B. ***Association*** shall mean the Highland Education Association 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.
- G. ***Superintendent*** shall mean the chief administrator 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 RCW 41.59, the Education Employment Relations Act.

SECTION 2. RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative for all certificated personnel, under regular contract or on approved leave, employed by the District. Such representation shall exclude program directors and administrators.

SECTION 3. STATUS OF THE AGREEMENT

- A. The effective date of this Agreement and any successor Agreement shall be the date after the termination date of the previous Agreement; all benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with such effective date and shall also accrue beginning with the effective date of any contracts affected thereby.
1. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District or Association which shall be contrary to its terms.
 2. Any contract, between the District and an employee, and which is effective during the life of this Agreement, shall be subject to the terms and conditions of this Agreement. If a contract contains any language expressly contrary to this Agreement, this Agreement during its term shall be controlling.
 3. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and economic benefits.
- B. All past practices of employment pertaining to wages, hours, terms and conditions of employment shall continue in effect in the District at the time this Agreement is signed.

SECTION 4. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Law of the State of Washington. If any provision or the application of any provision of this Agreement is held by any body whose decision may be binding on the District to be invalid by operation of law, such provision shall become inoperative, the remainder of the Agreement shall continue in full force and effect for the duration of the Agreement.

SECTION 5. DISTRIBUTION OF AGREEMENT

Within a reasonable time, not more than thirty (30) days following the signing and proofreading of this Agreement, the Association shall prepare and print final copies, and the Association shall distribute to all employees copies of this Agreement. A copy of the Agreement shall be available for inspection to all applicants for bargaining unit positions. In addition, the District will post a copy of the current Agreement on its website, where it will be accessible for all employees.

- A. The format and quality of the printed Agreement will be determined by mutual consent.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE II - BUSINESS

SECTION 1. MANAGEMENT RIGHTS

Except as specifically provided herein, nothing in this Agreement shall be construed to interfere with the responsibilities and rights of the District as specified by the federal and state law and the provisions of the Act.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives will be allowed to use District buildings for meetings and to transact Association business.
 - 1. 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 nor interrupt normal school operations.
 - 2. The Association will be allowed to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies and pay for damage to equipment incidental to such use.
- B. The Association shall be allowed to post notices of activities and matters of Association concern on bulletin boards which are not accessible to students and patrons, at least one of which shall be provided in each school building. The Association will be allowed to use the District inter-school mail service and employee mail boxes for communication to employees.
- C. The District agrees to furnish to the Association upon request one (1) copy of the current monthly Budget Status Report, the District's budget, the annual report, minutes of the most recent Board meeting, and such other documents as may be required by law.
- D. The Board shall solicit input from the Association on any new or modified construction programs, or major revisions of educational policy, which are proposed or under consideration.
- E. Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings mutually agreed upon, he/she shall suffer no loss of pay.
- F. The District shall provide the Association President with the name, address, phone number, building and assignment of any employee(s) new to the District within two (2) days of the issuance of their contract.

- G. The Association shall be afforded a thirty (30) minute block of time during the workday to meet with new employees as a group on one of the new employee orientation day prior to the first student instruction day.
- H. The Association shall be guaranteed a one (1) hour block of time on the District-directed optional day prior to the first student day to conduct a general membership meeting. Upon request, the District shall approve additional time for this meeting.

SECTION 3. DUES DEDUCTION

- A. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association; dues and assessments are to be deducted in the coming school year under all payroll deduction. The total of these deductions shall not be subject to change during the school year.
- 1. Each employee who chooses to become a member of the Association shall provide the District with a payroll authorization to deduct said dues and assessments of the Association. The Association, which is the legally recognized exclusive bargaining representative of the employees 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 an amount equal to the fees and dues required for membership in the Highland Education Association, the Washington Education Association (WEA) and the National Education Association (NEA).

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

- 2. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit promptly and directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made.
- B. The District shall also transmit NEA-FCPE and WEA-PAC donations authorized by the employee to the entity designated by WEA to administer these funds.

SECTION 4. ASSOCIATION LEAVE

Up to twelve (12) days of Association leave shall be provided for Association business. This leave applies to members of the Association attending meetings or conferences, or negotiations when mutually agreed to, or other Association business. The twelve (12) days shall be the total provided to the Association and shall not be interpreted to mean that twelve (12) days leave may apply to each Association officer or employee.

- A. The President shall notify the Superintendent, in writing, authorization for employee(s) use of Association leave and dates of the authorized leave.
- B. The employee authorized to take Association leave shall input the leave into the District online leave system. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association.

SECTION 5. NO STRIKE - NO LOCKOUT

For the duration of this Agreement, the Association and its members shall not take part in a strike or work stoppage, and the District shall not initiate a lockout of its employees.

SECTION 6. 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 pending the availability of all people involved.

SECTION 7. DISTRICT COMMITTEES

The parties agree to work cooperatively in making all appointments to District committees. In the event the parties are unable to reach mutual agreement as to appointees, the District reserves the right to make any appointments at the District's sole discretion for District members on committees. The Association reserves the right to make any appointments at the Association's sole discretion for Association members on committees.

SECTION 8. SCHOOL IMPROVEMENT TEAMS (S.I.T.)

- A. School Improvement Teams (S.I.T.) have been created to give employees meaningful participation in the decision-making process at the building/program level.

- B. The types of activities the S.I.T. can deal with shall be identified within the building.
- C. Each building department/grade level will have the opportunity to select a representative to voluntarily participate on the S.I.T. The building principal may participate as a member of the S.I.T.
- D. The S.I.T. will make recommendations to the building principal and staff. The parties recognize recommendations of the S.I.T. may not be possible to implement, but further agree that due consideration will be given to such recommendations.
- E. If the approved recommendations of the S.I.T. require additional District funds, the principal shall submit a request to the Superintendent for such funding. The Superintendent may make District funds available to implement approved recommendations. The S.I.T. will act as a building budget committee in an on-going capacity. The purpose is to provide advice during the building budget process.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING PRACTICES

The District shall in all instances hire employees who have proper credentials in accordance with applicable state laws, Washington Administrative Code, and other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be employed to perform work in the instructional setting (*classroom*) which will substitute or replace an employee in his/her assignment or employment. This does not preclude para educators from assisting in providing instructional services to students.

SECTION 2. NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, domicile, sex, marital status, domestic partnership, sexual orientation, gender identity, families with children or the presence of any sensory, mental or physical disability except as required in accordance with this Agreement or as otherwise provided by law.
- B. Every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and shall also have the right to refrain from any such activities.
- C. Employees shall be entitled to full legal rights of citizenship and no religious or political activity or the lack thereof by any employee outside of school shall be the grounds for any discipline or discrimination with respect to the professional employment of such employee.
- D. Membership in the Association shall not be denied to any employee because of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, gender identity, families with children or the presence of any sensory, mental or physical disability.
- E. As a duly elected body exercising governmental power under the laws of the State of Washington, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective bargaining with the Board, or his/her institution of any grievance, complaint proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- F. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Revised Code of Washington,

Chapter 28A, Laws, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 3. EMPLOYEES RESPONSIBILITIES

The District shall employ a certificated administrator as a substitute for any planned absence of a principal for three (3) or more days. In the absence of the principal, employees shall not be required to fulfill the duties of the principal unless an employee has an administrative credential and volunteers for such duty and receives the negotiated stipend (Refer to Appendix H). In emergency situations, employees must assume such duty as required by statute. Substitute administrators shall not conduct activities related to employee discipline or performance issues.

SECTION 4. ISSUANCE OF CONTRACTS

- A. Contracts for employees of the District shall not be issued before May 1 and shall be returned by June 15. Three 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; two copies are forwarded to the District office to be signed by the Board. One of those copies is then placed on file in the Superintendent's office, and a recorded copy of the contract shall be returned to the employee.
- B. The length of a signed contract shall be 180 days. Any extension of contract days shall be computed in 1/180 full per diem of that employee's contracted rate of pay.
- C. There shall be a supplementary contract for specified co-curricular and extracurricular and special assignments which shall not exceed one year and shall be in accordance with statutory provisions. The District shall advise employees in writing not later than the last workday if the employee's supplementary contract is not renewed for the coming year, provided that this provision shall not be binding on the District due to lack of funds or participation. When a co-curricular or extracurricular position is vacated, the District shall post the position for a period of five (5) days and shall conduct interviews if there is more than one qualified applicant. Such non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee. The extracurricular positions and assignments represented under this Agreement and their corresponding rates of compensation are listed in Appendix H.
- D. Early Notice of Retirement or Resignation: An employee who is resigning or retiring for the subsequent school year shall receive a payment of one thousand dollars (\$1000.00) when the employee submits a letter to the Superintendent notifying the District of his/her resignation or retirement prior to February 10 of the current school year.

- E. Employee Retention/Signing Incentive: Each year the Highland School District will pay one thousand two hundred dollars (\$1200.00) to each returning employee and for new hires as a signing bonus. This payment shall be made in the October paycheck.

SECTION 5. DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause (*including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, non-renewals, terminations, or other action that would adversely affect the employee.*) Such discipline shall be in private. Just and sufficient cause shall mean the seven (7) step test, (*see Appendix - E*) except in cases of gross anti-social conduct and in those instances clearly covered by Washington State case law. The specific grounds framing the complaint will be made available to the employee in writing within ten (10) working days of the District's receipt of a complaint or the District's written description of a complaint.
- B. In hearings an employee has the right to face his/her accuser(s) and to cross-examine them. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used for the basis of a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that he/she is entitled to request and to have an Association representative present at any meeting relating to such discipline.
- C. Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) working days may not be used as the basis for any disciplinary action against the employee except in cases of alleged criminal conduct.
- D. The District agrees to follow a policy of progressive discipline which includes verbal warning, reprimand, suspension with pay, with non-renewal or discharge as a last and final resort except in cases of gross anti-social conduct. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action.

SECTION 6. PERSONNEL FILES

- A. Employees shall have the right to review all materials in their personnel file at reasonable times. The Superintendent or designee shall be present at this review. No secret or alternate official personnel file shall be kept in the District. Upon request, a copy of any documents shall be afforded the employee. Employees shall be notified and have the opportunity to review all material before it is made a permanent part of the personnel file and shall be given a copy for their personal records. An employee shall be allowed to attach written comments to any item in the personnel file.

1. At the employee's request, employment references leaving the District may be included in the personnel file.
 2. Employees should monitor their files for completeness and accuracy to insure that errors are corrected. Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by the employee.
- B. Any derogatory material not shown to an employee within ten (10) days after receipt by the District or identification by the District (in the course of processing a grievance or disciplinary action) shall not be allowed as evidence in any grievance or in any disciplinary action against such employee and shall be destroyed. Derogatory material related to instructional deficiencies shall be removed after a two (2) year period. Derogatory material of a disciplinary nature shall be removed from the files after a three (3) year period.

SECTION 7. EMPLOYEE PROTECTION

- A. The District will include employees as insureds in the District bodily injury and property damage liability policy for liability incurred while acting within the scope of his/her duties.
- B. The Board shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in the maintenance of order and discipline as provided by statute.
- C. Any matter relating to unsafe health or safety conditions shall be reported to the building principal. The District shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act (WISHA).
- D. Certificated staff shall be informed prior to being assigned student(s) who show evidence of behavior that could present a safety problem to the students or staff. Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors.
- E. An employee may use reasonable measures with a student, patron, or other person as is necessary to protect him/herself, a fellow employee, an administrator or another student from attack, physical abuse or injury, or to prevent damage to District property.
- F. No employee shall be requested or required to dispense or administer medication unless in accordance with the most recently updated Washington State Law. Employees shall not be requested or required to insert catheters to any student.
- G. The District shall employ/assign a disciplinary designee as a substitute for any planned absence of a principal. In the absence of a building supervisor (*principal*), or designee, employees shall not be assigned the responsibility for

the administration or supervision of the building, unless an employee has an administrative credential and volunteers for such duty and receives the negotiated stipend (Refer to Appendix H). In emergency situations, employees must assume such duty as required by statute. Substitute administrators shall not conduct activities related to employee discipline or performance issues.

- H. Employees will not be requested or required to search a student, a student's possessions, or a student's locker.
- I. District adopted student disciplinary procedures shall be followed by District administration in all cases of assault and possession of dangerous weapons by students of the District.
- J. When an employee is threatened or 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.

Appropriate 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.

- K. The District will promptly investigate any allegations of cyber-bullying that threaten an employee's safety and/or professional reputation, and will take action as allowed under school discipline policies and procedures and law. This includes any reported incident involving work-related harassment, bullying, and/or cyber-bullying of an employee by parents, students, administrators or other employees. Employees are encouraged to file a complaint with the District and provide a copy to the Association.

In the event that the District is made aware, through the report of an employee, that a social media or other web site is being used to impersonate or defame a member of the bargaining unit, then the District will take the following steps:

1. The District will make a reasonable effort to determine the source of the material.
2. If the material has been created or posted by a student or students within the District, the District will enforce its Internet use policy and take disciplinary action against such student(s) if consistent with the due process rights of the student. Such discipline will be administered in a manner consistent with the severity of the offense.
3. If the employee requests it, the District will contact the host of the site on which such material has been posted, alerting them to the false nature of the posted information. The District will request that the entity hosting the site remove the material or, at minimum, clearly tag the material as not being posted or endorsed by the District and its employee.

4. If the employee files a complaint with law enforcement, the District will provide support for the investigation and prosecution of any potential or actual charges.

L. Student Behavior Supports for Employee Protection

1. The District shall ensure that a disciplinary designee is present when the principal is out of the building.
2. All staff during their employment may work with students who fall under WAC 132Q-10-215 criteria. In order to maintain appropriate safety requirements and protocols, all staff will review de-escalation strategies and their building's safety protocols for students whose behavior falls under the aforementioned WAC, on the Building Optional Day at the beginning of the year. If a certificated employee is assigned a student with any de-escalation or safety protocols specific for that student, the teacher will be taught those practices in-person prior to starting instruction with the student.
 - o *WAC 132Q-10-215 Assault, intimidation, bullying, verbal threats. Assault, physical abuse, verbal abuse, threat(s), intimidation, bullying, or other conduct which harms, threatens, or is reasonably perceived as threatening the health or safety of another person or another person's property. For purposes of this paragraph: (1) Assault involves one person causing or attempting to cause bodily harm to another person: With a firearm; with a deadly weapon; with a weapon or other instrument or thing likely to produce bodily harm; with force that is likely to produce bodily harm or death; through the administration, exposure or transmission of poison, a destructive or noxious substance, or the human immunodeficiency virus; by strangulation or suffocation. It also includes actions which are intended to prevent or resist the execution of any lawful process, apprehension or detention of a person by a security officer or law enforcement. (2) Bullying and intimidation – Any intentional written, verbal, or physical act including, but not limited to, one shown to be motivated by the victim's race, color, religion, ancestry, national origin, gender, sexual orientation, or mental, physical or sensory disability, or other distinguishing characteristics, when the intentional electronic, written, verbal, or physical act is so severe, persistent or pervasive that it creates an intimidating or threatening educational environment and: (a) Physically harms a student or damages the student's property; (b) Has the effect of substantially interfering with a student's education; or (c) Has the effect of substantially disrupting the orderly operation of the school. Nothing in this section requires the affected student to actually possess a characteristic that is a basis for the bullying or intimidation. (3) Cyberbullying - Is bullying conducted using electronic communications including, but not limited to, electronic mail, instant messaging, electronic bulletin boards, and social media sites. (4) Verbal threats - Include threats against a specific person or group of persons and places that person, or members of the specific group of persons, in reasonable fear of harm to person or property.*

3. The administration will provide notification to all staff who work directly or indirectly with a student who has a documented act of assault and/or verbal threats as defined by WAC 132Q-10-215. When applicable, all building staff will be notified and will be shown a picture of the student(s) involved. Staff understands that such shared information is strictly confidential.

SECTION 8. ASSIGNMENT VACANCIES, PROMOTION AND TRANSFER

Definitions: The following definitions shall apply for the purposes of hiring, assignment, vacancy and transfer:

1. **Assignment:** The certified position to which an employee has been contracted to fill. Assignment shall include the worksite, and grade level and/or subject.
 2. **Reassignment:** A change in assignment within the same worksite
 3. **Transfer:** A change in assignment involving a change in worksite.
 - A. **Voluntary Transfer:** A transfer initiated at the request of an employee.
 - B. **Involuntary Transfer:** A transfer initiated by the District.
 4. **Vacancy/Opening:** An unfilled existing position or newly created position.
 5. **Qualified:** A person will be considered qualified if by experience, credentials, and characteristics, s/he meets the posted qualifications for the position based on district criteria for the position.
- A. **General Provisions.** To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with state regulations to subjects, grades and/or other classes outside of their certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of lay-off and recall procedures require otherwise. Employees shall be notified in writing not later than the end of the school year of any changes in their programs and schedules for the ensuing school year, including programs, assignments and special assignments, except when unanticipated changes in staffing or program require a change of assignment.
- B. **Vacancies and New Positions.** To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
1. All vacancies and new positions shall be publicized to the employees and Association through a written notice, which shall be distributed as far in advance of the date of the opening of any vacancy or new position as possible. The District will email the vacancy to the HEA President, who will email the HEA membership.
 2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
 3. All vacancies or new positions shall be filled on the basis of qualifications for the position. When candidates are equally qualified for a position, the

employee with the most seniority within the District shall be given the position. At the employee's request, the Superintendent will provide, in writing, the reasons for their non-selection for a position they have requested for transfer or reassignment.

4. The District shall make all possible effort to fill vacancies and new positions with their present employees before out-of-District hiring can occur. The District shall post the position In-house for five (5) days, before it is publicized for out-of-district applicants.

C Voluntary Transfer/ Reassignment. In the determination of assignments and transfers, the convenience and work of the employee and the needs of the District shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:

1. The employee shall complete a request form, which shall be kept on file by the District.
2. Hiring of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been considered by the Superintendent. At the employee's request, the Superintendent will provide, in writing, the reasons for their non-selection for a position they have requested for transfer or reassignment.

D. Involuntary Transfer/Reassignment. An involuntary transfer or reassignment will be made only in case of an emergency or to prevent undue disruption of the instructional program or to significantly strengthen the instructional program for students. Each transfer or reassignment will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District.

1. The Superintendent shall notify the affected employee and the Association, in writing, of the reasons for such transfer or reassignment before the change is to become effective.
2. At least ten (10) days written notice will be given to the employee who is to be involuntarily transferred or reassigned except in emergency cases, in which case a minimum of three (3) days written notice will be given.
3. Employees who are involuntary transferred or reassigned will be given priority on returning the following year to the building or assignment from which they have been transferred or reassigned if openings for which they are qualified become available.

SECTION 9. TRANSITION

1. In the event of a transfer, two (2) days of pay at the employee's per diem rate shall be given the affected employee in order to complete the move and become oriented to the new building.

2. In the event of an involuntary reassignment, two (2) days of pay at the employee's per diem rate, shall be given the affected employee to become oriented to the new assignment.
3. In the event a new curriculum is assigned to the employee by the District administration, a total of fifteen (15) hours of release time and/or pay at the employee's per diem rate shall be given the affected employees to become oriented to the new curriculum.
4. In the event of an involuntary room change initiated by the District, two (2) days pay at the employee's per diem rate shall be given the affected employee to complete the move to the new room.

SECTION 10. 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 stating the reason for the request.
- 2) Illness or personal matters make it difficult for the employee to continue employment in the District.
- 3) Releases from contracts prior to July 15 of each year shall be automatically granted.
- 4) Releases from contracts after July 15 shall be granted provided a satisfactory replacement can be obtained.

SECTION 11. ATHLETIC/ACTIVITY SUPERVISION

All employees of the bargaining unit shall be permitted to attend District athletic events and District activities at no charge to them in exchange for athletic event or activity supervision and/or crowd control. Such participation shall be at the employee's option.

SECTION 12. MENTOR PROGRAM

The District will provide a mentor to employees by September 15 each year in the following circumstances:

1. An employee who is newly hired into the District;
2. An employee who has been voluntarily or involuntarily transferred to a different building in the District:

When a mentor is assigned to work with an employee and mentoring requires additional work outside the contracted day, the mentor shall be paid at the employee's per diem rate of pay (refer to Appendix K). A mentoring plan will be developed collaboratively by the building principal, the mentor and the affected employee. Building principal, or designee will approve mentoring plan.

SECTION 13. STUDENT SUPERVISION

Certificated staff will not be required to provide student supervision before, during or after the school day, including bus duty, hall duty, recess duty and cafeteria duty. The District will provide non-certificated staff coverage for all student supervision duties.

SECTION 14. SPECIAL EDUCATION/GENERAL EDUCATION CO-PLANNING AND/OR CO-TEACHING POSITIONS

Employees who are assigned to a position to co-plan and/or co-teach Special Education students within the general education classroom must be trained in the co-planning/co-teaching process and protocols prior to starting in the co-planning/co-teaching position. All training shall be provided during the contracted workday, unless the employee(s) opt to be trained outside the workday, in which case, they will be paid at their per diem rate for all hours of training. A maximum of one (1) preparation time per week may be mutually scheduled for the co-planning and/or co-teaching employees, with the agreement of both employees. Co-planning time can be before school, after school, or during the preparation period. Special Education teachers will have a minimum of three (3) plan periods per week for their non-co-planned/co-taught classes. If the teacher and District agree to less than three (3) plan periods per week, they will be compensated for loss of plan time at their per diem rate of pay.

**ARTICLE IV – OBSERVATION/
EVALUATION/PROBATION, PROFESSIONAL GROWTH
PLAN**

SECTION 1. PURPOSE

The evaluation procedure 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 provide 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 392-191A-050:

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

A teacher's evaluation under RCW 28A.405.100 may not be negatively impacted if a teacher chooses to use curriculum or instructional materials that address subject

matter related to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area.

EVALUATOR QUALIFICATIONS:

All assigned evaluators shall be trained in the evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

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

1. Classroom Teacher Evaluation Process (Article IV, Section 3)

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3.

2. Non-Classroom Teacher Evaluation Process (Article IV, Section 4):

Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of "classroom teacher". This evaluation process is delineated in Section 4.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. The forms to be used in this process are contained in Appendices B-6 through B-12 of the Agreement. Alternatively, at the option of the employee, in lieu of these hard copy forms, the Homeroom electronic Teacher Observation/Evaluation Tool may be utilized, which shall contain only the content and language from the bargained forms in Appendices B-6 through B-12. The process set forth in Article IV Section 3 shall be followed regardless of whether the hard copy forms or Homeroom electronic tool is utilized. Submission of artifacts and evidence may be made via hard copy and/or electronic copy, at the option of the employee.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. Prior to October 1 each year, the District Superintendent and all evaluators shall meet with Association designees to jointly review the language in Article IV and related Appendices B to ensure compliance with the negotiated agreement.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, no later than November 1 each year, each teacher shall receive adequate professional development to comprehend the framework and understand the negotiated evaluation process contained in Article IV and Appendices B. A minimum of fifteen (15) hours of professional development shall be provided to each classroom teacher employee during their first year of the Classroom Teacher Evaluation Process and prior to completion of the employee's final evaluation. These hours shall be provided as release time during scheduled workdays, and/or outside of school hours if approved by the principal, to be paid at the employee's per diem hourly rate. In addition, at each employee's discretion, employees on the comprehensive evaluation process shall be provided annually seven and one half (7 ½) hours of release time, or time outside the workday paid at the per diem rate, to complete the requirements of the evaluation process (refer to Appendix K). All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle. By September 30th each year, or within thirty (30) days of employment, each teacher will meet with his/her evaluator to review the criteria and components and discuss the application to the teacher's professional growth.

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

1. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
2. **Component** shall mean the sub-section of each criterion.
3. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
4. **Artifacts** shall mean a type of evidence in the form of any products generated, developed or used by a certificated teacher. Artifacts should not be created

specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts. Artifacts can be collected and submitted by the evaluator and/or teacher.

5. Evidence shall mean evaluator observation data and notes of evaluative conversations with the teacher, negotiated forms contained in this Agreement, observed practices, products, or results that document a certificated classroom teacher's work of the teacher's knowledge and skills in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance that will be collected by a certificated teacher and/or evaluator. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence, unless it is submitted by the teacher.

6. Not Satisfactory 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.

7. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher and mutually agreed upon with the evaluator. Assessments used to demonstrate growth must be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

8. 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.

B. State Evaluation Criteria:

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

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

C. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D+). The instructional framework is included in Appendix B-6, UW CEL5 D+ Instructional Framework. Each employee shall be fairly considered on the rubric scoring for the entire range of Distinguished – 4 to Unsatisfactory -1 throughout the course of the annual evaluation process.

If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.

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

D. Criterion Performance Scoring

1. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic. All Criterion Performance Scoring shall comply with the rubrics set forth in Appendix B-6, UW CEL5 D+ Instructional Framework.
2. Each rating will be assigned the following numeric values:
 - a. Unsatisfactory – 1
 - b. Basic – 2
 - c. Proficient – 3
 - d. Distinguished – 4
3. The final criterion score shall be determined by the Overall Rating Range as set forth in Observation/Final Evaluation Report Classroom Employee (Appendix B-10.)

E. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. All Summative Performance ratings shall comply with the rubrics set forth in Appendix B-6, UW CEL5 D+ Instructional Framework. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

F. Student Growth Criterion Score

1. 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. (Appendix B-6 UW CEL 5 D+--

Framework) 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
-
2. 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 as determined by the teacher and mutually agreed upon with the evaluator. It will 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 criterion score. An evaluator shall not consider school-wide or District-wide test scores when evaluating a classroom teacher, unless submitted by the teacher and mutually agreed to by the evaluator.
 3. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger a student growth inquiry. The teacher will agree to engage in one of the following, as mutually agreed to by the teacher and the evaluator:
 1. Compare student growth measure with other evidence (including observation, artifacts and student evidence) and/or additional levels of student growth based on classroom, school, District and state-based tools;
 2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
 4. Create and implement a professional development plan to address student growth areas.
 5. Additional options, as mutually determined by the teacher and evaluator, which may include a mentor (refer to Appendix H).

3. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 15th each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting:

By October 15th or three (3) days prior to the pre-observation conference., whichever is later, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for

SG-6.1 and SG-8.1 may be the same goal (Appendix B-7, Teacher Evaluation Student Growth Goal Setting Form).

C. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation. Evaluator observation data and notes of conversations with the teacher and the completed negotiated forms contained in this Agreement shall serve as the primary evidence and artifacts for the evaluation process. Additional artifacts and evidence shall be utilized as needed to complete the record of the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.
4. Input from students, parents or any other source shall not be used as evidence, unless it is submitted by the teacher.

D. Record-Keeping

The District shall adhere to the following:

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

E. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the employee or mutually agreed to by the evaluator and the employee. Such recordings shall be used for evaluation purposed only and will not be shared without the employee's written consent. These recordings shall not be used in disciplinary matters.

F. Alternative Evaluator

On request, teachers may be assigned an alternative evaluator. Requests must be submitted to the Superintendent in writing by September 15th.

4. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status.

A. 1st Pre-Observation Conference:

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference.

Whenever possible, the conference will be held in the teacher's classroom to facilitate the documentation of artifacts and evidence, unless the teacher requests another location. The Student Growth Goal Setting Form (Appendix B-7) shall be submitted to the evaluator by October 15, or three (3) days prior to the pre-observation conference, whichever is later. The teacher will complete the Pre-Observation Conference Form (Appendix B-8) prior to the conference. This form, and the evaluator's handwritten and/or electronic notes, if any, from this conference, shall be used as artifacts and evidence for the evaluation.

The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

B. 1st Formal Observation:

1. The first of at least two (2) formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The first of the two (2) observations shall be prearranged; however, the parties agree that the best practice is that all observations should be prearranged. The total annual observation time shall be for a minimum of sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall be for a minimum of ninety (90) minutes. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation conference.
3. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
4. The evaluator will document all formal observations using the negotiated form (Appendix B-10, Classroom Teacher Observation/Final Evaluation Form) and provide a draft copy to the employee within three (3) days following the observation date and at least two (2) days prior to the post observation conference in C., below.
5. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the

instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final summative evaluation score.

C. 1st Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than six (6) days after the formal observation date. The conference may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence, unless the teacher requests another location. The teacher and evaluator will use the draft Observation Report Form (Appendix B-10) and the Post-Observation Conference Tool (Appendix B -9) as the basis for discussion at the conference. This form, and the evaluator's handwritten and/or electronic notes from this conference, shall be used as artifacts and evidence for the evaluation.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific recommendations for improvement with specific district support and resources to remedy the concern.
4. The final observation report shall be provided to the teacher within a maximum of two (2) days of the conclusion of the post-observation conference, which both the teacher and evaluator will sign. The teacher's signature does not signify agreement with the observation report. 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 teacher will receive a copy of the completed, signed Observation Report Form. The teacher may attach written comments to the observation report.

D. 2nd Formal Observation

1. The second of two (2) formal observations will occur no sooner than six (6) weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth.
2. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
3. The evaluator will document all formal observations using the negotiated form (Appendix B-10), Classroom Teacher Observation/Final Evaluation Form) and provide a draft copy to the employee within three (3) days

following the observation date and at least two (2) days prior to the post observation conference in F. below.

4. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
5. The final formal observation shall occur prior to May 1st.

E. 2nd Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.
3. The evaluator's handwritten and/or electronic notes from this conference shall also be used as artifacts and evidence for the evaluation. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific recommendations for improvement with specific district support and resources to remedy the concern.
4. The final observation report shall be provided to the teacher within a maximum of two (2) days of the conclusion of the post-observation conference, which both the teacher and evaluator will sign. The teacher's signature does not signify agreement with the observation report. 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 teacher will receive a copy of the completed, signed Observation Report Form (Appendix B-10). The teacher may attach written comments to the observation report.
5. The teacher may request additional formal observations. The evaluator may conduct additional formal observations, up to a total of four (4) observations. All formal observations must be a minimum of thirty (30) minutes in length, must be recorded on the negotiated form (Appendix B-10), and a post-observation conference must be held in accordance with this subsection.

F. Informal Observations/ Coaching and Support of Professional Growth

1. Informal observations may be used for the purpose of gathering artifacts and evidence for the evaluation process. The evaluator shall document artifacts/evidence on the Academic Learning Walk Form (Appendix B-12) and provide an electronic or hard copy to the employee within five (5) days of the informal observation. Such documentation shall be used to support and complete information gathered during the formal observations, but it shall not be used to negatively impact a teacher's summative evaluation score. If a

teacher receives a score of Basic – 2 or below on any criterion following their second required formal observation, the evaluator shall offer an opportunity for additional informal observations to gather artifacts and evidence and to provide feedback to the employee to ensure professional growth in the area(s) of concern.

G. Pre-Summative Evaluation/Final Summative Evaluation Conference

1. No later than May 10th the evaluator and teacher shall meet to discuss the teacher's pre-summative evaluation score, reflecting his/her preliminary ratings for the teacher on all components and criteria being evaluated, at least two (2) days prior to completion of the final summative evaluation. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from at least two (2) artifacts.
5. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted any of the following:
 5. An additional formal observation by June 1st;
 6. An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association;
 7. Assignment of a new evaluator for the ensuing school year;
 8. An additional observation by a different evaluator.
6. Nothing prohibits an evaluator from evaluating all teachers as Distinguished - 4 within a school year.
7. The final evaluation report shall be completed by May 15th. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

5. FOCUSED EVALUATION

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

If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation (Appendix B-13, Focused Evaluation Final Summative Evaluation Report and Appendix B-14, Focused Evaluation Observation Report). The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation for one (1) year.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to September 10, or within the first ten (10) days of the school year, whichever is later. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns during the classroom observations.

- 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 on the Focused Evaluation Request form (Appendix B-11) prior to, or at the first pre-observation conference, and must be approved by the evaluator. Teachers on the Focused Evaluation Process shall set one (1) student growth goal.
- 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 Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above. The Focused Pre-Observation Conference Form (Appendix B-15) and the Focused Post-Observation Conference Form (Appendix B-16) will be used for the Focused Evaluation process for the first observation only.
- E. The summative score is determined using the most recent comprehensive summative evaluation score (Appendix B-13, Focused Evaluation Final Summative Evaluation Report). 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.

- 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 (e.g. Pro-Teach) as required by the Professional Educators Standards Board.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The Association will be notified when any teacher is judged below Proficient -3, within five (5) school days, following completion of the teacher's final evaluation.
- B. When a teacher is judged below Proficient, the following conditions and provisions shall be granted, at the employee's discretion, with the mutual agreement of the evaluator, to support the employee's professional development:
 - 1. The teacher's class size will not exceed the limits established in this Agreement;
 - 2. The teacher shall be granted up to four (4) days of district funded release time to observe colleagues' instruction;
 - 3. The teacher shall be granted an additional/different certificated employee evaluator;
 - 4. The teacher will be assigned only one (1) work location, i.e., one classroom;
 - 5. The teacher may choose to transfer to another school;
 - 6. The teacher may choose to participate in a voluntary structured support plan;
 - 7. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
 - 8. 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 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished will be granted continuing contract status for the subsequent school year.
- B. When there is concern about the progress of a provisional employee as documented on an observation report form, evaluator shall schedule a meeting with the provisional employee and an Association representative to occur within five (5) days of 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 reasonable plan for professional

growth and coaching 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.

8. PROBATION

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

- A. 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 may only be placed on probation from the Comprehensive Evaluation Process described in Section 3. 3. B 1-12 above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Article IV Section 3,
and,
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 10th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent, 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;

3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. 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.
- G. Evaluation During the Probationary Period
1. Prior to the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
 4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
- H. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report
- Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance

of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

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

K. Action by the Superintendent:

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

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

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

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

9. NON-RENEWAL (DISCHARGE)

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

10. PROBABLE CAUSE

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

11. EVALUATION RESULTS

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.

Evaluation results shall not be:

1. Shared or published with any teacher identifying information.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation.
4. Used as a form of progressive discipline.

12. 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 a summative conference. If not all elements of the framework have adequate evidence to be scored, the reason for any omission should be noted on the summative form and no final score will be calculated. If the departure is unplanned and it is not possible to complete an evaluation, the evaluator shall document the facts. In such cases, no final summative score can be determined.

SECTION 4. NON-CLASSROOM TEACHER EVALUATION PROCESS

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

1. OBSERVATIONS

- A. Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week, and year.
- B. The evaluator and the evaluatee shall plan in advance for at least one of the required classroom observations. The evaluator shall utilize the Observation Report Form (Appendix B-1 or B-3) as the basis for the observation. No later than five (5) days following the observation, the evaluator shall discuss the observation with the evaluatee and provide the evaluatee with a copy of the Observation Report Form used during observation.
- C. The District agrees not to make an audio or video recording of any employee's classroom job performance without the employee's prior approval.

2. EVALUATION PROCEDURE

The principal shall give employees a copy of the Evaluation Report Form (*see Appendix B-2*) and shall inform them of the evaluation process and its purpose in the District.

- 1. Employees in a building shall be evaluated in the following order:
 - a) Employees new to the District, i.e., provisional employees.
 - b) Employees on an improvement plan.
 - c) Employees evaluated on the long form (Appendix B-2 or B-4)
 - d) Employees evaluated on the short form evaluation (Appendix B-5)
- 2. Each employee will be evaluated by the principal or designee in each school in which the employee works. If an employee works in more than one building, an evaluator will be designated for each employee no later than October 1 of each year.
- 3. The evaluator will complete the Evaluation Report form (Appendix B-2, B-4, or B-5) for the employee's personnel file. Except in cases where the probationary procedure applies, a final evaluation conference shall be scheduled and held no later than five (5) days following the final observation

of the employee. At this conference, the employee will be presented with the completed Evaluation Report Form.

3. CRITERIA

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

4. REQUIRED EVALUATIONS

Annually, employees will be observed a minimum of 60 minutes prior to the formal evaluation conference, with no observation being less than fifteen (15) continuous minutes in length and at least one observation of no less than thirty (30) minutes in length. For provisional employees, the first formal evaluation report and conference shall be completed within the first ninety (90) calendar days of employment and the second evaluation report and conference shall be completed by May 15. For continuing employees, the formal evaluation report and conference shall be completed by May 15.

5. SHORT FORM OF EVALUATION

After an employee has four (4) consecutive years of satisfactory evaluations under provisions of this Agreement, the principal or other supervisor may elect to use a short form of evaluation (*see Appendix B-5*). The short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the teacher evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in Section 4 of this Article shall be followed at least once every three (3) years for each employee, and an employee or principal or other supervisor may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of the employee's employment contract.

6. EVALUATION REPORT

Distribution of the final Evaluation Report Form shall be:

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

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

7. PROVISIONAL EMPLOYEES

- A. Definition: A Provisional Employee shall mean any employee who is in the employee's first two (2) years of employment with the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee for the first year of employment in the District. This shall include any employee who returns to employment with the District after a separation of employment, or who returns to employment with the bargaining unit from other employment with the District.
- B. Each Provisional Employee shall be evaluated according to the following guidelines:
 - 1. Provisional employee shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.
 - 2. The total observation time for each provisional employee for the first year of employment shall be no less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.
 - 3. Written observation of each provisional employee shall be completed within the first 90 calendar days of employment.
- C. When there is concern about the progress of a provisional employee as documented on an observation report form, evaluator shall schedule a meeting with the provisional employee and an Association representative to occur within five (5) days of 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 reasonable plan for professional growth and coaching 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.
- D. All other observation and evaluation procedures and timelines for provisional employees shall follow the requirements under Section 4, 1 through 6 above.

8. PROBATIONARY PROCEDURE

- A. The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of an employee's performance. If an employee's performance is judged unsatisfactory in accordance with the Evaluation Procedure and criteria herein, the employee shall be considered for placement on probation; however, no employee shall be placed on probation unless an evaluation has been completed prior to January 20. The probationary process shall apply to provisional employees as well as continuing teachers in accordance with RCW 28A.405.100. The Association President shall be notified by the Superintendent if any employees are being considered for probation.
- B. At any time after October 15, an employee whose work is judged unsatisfactory based on the evaluation criteria set forth in this Agreement may be placed on probation. A probationary period of sixty (60) school days in the same school year shall be established. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his/her areas of deficiency.
- C. In carrying out the probation procedure, the following steps shall be followed:

Step 1.

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

Step 2.

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

- a) a specific definition of the problem in terms of performance deficiency.
- b) a specific set of expectations delineating what would constitute acceptable performance in the problem areas defined.
- c) a prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance.
- d) a statement of possible assistance or counseling by the principal or other supervisor to aid the employee in improving his/her performance to an acceptable level.

Step 3.

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

Step 4.

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

Step 5.

If by May 1 and after all the steps and processes of the probationary period have been followed, and if the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.

Conversely, if by May 1 and after all the steps and processes of the probationary period have been followed and the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation. Then, that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.

9. ACTION BY THE SUPERINTENDENT

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

ARTICLE V - LAYOFF AND RECALL

SECTION 1. INITIATION OF LAYOFF

Prior to April 15, the Board upon recommendation of the Superintendent, shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year.

SECTION 2. CRITERIA

If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a modified educational program and identify those employees who will be retained to implement such a modified program and those employees, if any, who must be non-renewed and be placed in any employment pool. All such non-renewals shall be in accordance with RCW 28A.405.210.

SECTION 3. SENIORITY

- A. In the event there is modification of programs and services for financial reasons, the number of employees which are required to implement the modified educational programs and services shall be determined as provided in this policy.
 - 1. Layoff shall be accomplished by seniority within program categories with the least senior employee within each category being laid off first. Seniority is defined as the total number of years of certificated employment in the State of Washington and shall be computed in the District from the actual date on which a contract of employment was signed. Seniority for part-time employees shall be credited on the same basis as their percentage of employment, i.e., half-time employment for a full year yields one-half year seniority. Ties in seniority shall be broken by total number of years of certificated employment in the profession.
 - 2. Annually, the District shall compile and publish a seniority list by November 1. The seniority list shall be posted in each building and five (5) copies given to the Association. Challenges to seniority placement shall be made in writing to the District Office by November 30, and a corrected seniority list published and posted in each building with five (5) copies to the Association by January 15.
- B. In an effort to eliminate the necessity of layoff, reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in (d), below:
 - 1. Voluntary and mandatory employee retirements.

2. Normal employee resignations.
3. Before the implementation of reduction in force procedures, all employees will be offered the opportunity to make written application for a year's leave of absence. The Superintendent shall recommend favorable action by the Board for any applicant if the granting of such leave would eliminate the necessity for involuntary non-renewal of an employee. Such leave of absence, without pay, if approved, shall entitle said employee to the same seniority rights at the beginning of the ensuing year as he/she normally would have under the District's leave policy. Should revenue not be available to re-employ said employees the ensuing year, this Article shall be applied to those employees previously on leave in accordance with its application to all other employees. Any employee entitled to re-employment following expiration of his/her one (1) year leave of absence shall continue to be subject to provisions of RCW 28A.405.210 and the provisions of this Article.
4. Vacant positions will be filled by transferring current employees within the District unless by reason of certification, training and experience, no qualified employee is available.
- C. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all employees must possess such valid Washington State Certificate as may be required for the position(s) under consideration.
- D. When more than one employee qualifies for a particular position under the criteria listed above, the employee who has the greatest length of service as an employee, based on the most senior person on the seniority list, will be given the position.
- E. When more than one employee qualifies for a particular position under the criteria listed above, the employee who has achieved the greatest horizontal advancement on the District salary schedule shall be given the position. If a tie still exists, the employee with the most quarter hours beyond the Bachelor's degree recorded in the District Office as of October 1 of the current year preceding the anticipated reduction will be given the position.
- F. Prior to May 15 preceding the school year in which the modified educational program will take effect, the name(s) of the employee(s) to be non-renewed, if any, shall be identified and submitted for approval and action under RCW 28A.405.210.
- G. All employees who are not recommended for retention in accordance with these administrative procedures shall be non-renewed from employment and placed in an employment pool for possible re-employment. Employment pool employees will be given the opportunity to fill open positions for which they are qualified in this Article. If more than one such employee is qualified for an open position, the

criteria set forth in this Article shall be applied to determine which employee shall be offered such positions.

SECTION 4. PROCEDURE

The following procedures shall be used to implement this Article set forth above:

- A. Prior to the Board acting on the Superintendent's recommendations for program or service reduction, modifications, or eliminations, it will provide the opportunity for involvement of the Association in such decision-making processes.
- B. If educational programs and services of the District are to be modified because of lack of financial resources, the following guidelines shall be utilized in determining the program and services to be retained, modified, or eliminated:
 - 1. The effect upon the student in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reductions upon the student.
 - 2. The non-renewal of employees will be minimized to the extent practical. Seniority, which is defined as time spent teaching in Washington State, will be given the highest priority, as applied to the provisions of this Article.
 - 3. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (*e.g., Special Education, federally supported program, etc.*).
- C. In determining the financial resources available, the District shall make a reasonable effort to solicit and obtain cooperation and funding from local governmental, state, and federal resources. All prospective donors of gifts to the District will be encouraged to make their donations to the general programs of the District rather than to any specific program.
- D. Non-renewal of employees will be minimized by making adjustments wherever practical in the following categories:
 - 1. Capital outlay
 - 2. Travel
 - 3. Contractual services
 - 4. Maintenance and operation
 - 5. Other services
 - 6. Supplies and materials
 - 7. Instructional materials
 - 8. Cash reserves and contingency funds

To minimize complete non-renewal, the District shall offer, where feasible, part-time contracts to the employee with the provision that any employee accepting such a contract shall be re-employed for the ensuing school year at the same position and/or level, with no loss of rights, benefits or seniority which would normally have accrued to him/her had he/she been employed full time during the school year.

SECTION 5. RECALL

At the end of the school year in which any modified educational program is to be implemented, employees remaining in the employment pool shall be offered contracts for available employee positions for which they are qualified in accordance with this Article. In the event that there are insufficient vacant positions to offer contracts to all employment pool employees, the employment pool shall be re-established for one (1) additional year.

SECTION 6. APPLICATION TO LAW

No provisions of this Article shall be construed as an abrogation of the rights of any employee, pursuant to RCW 28A.405.210 or Chapter 41.59 RCW (*or their subsequent replacement statutes; nor shall any provisions of this Article be construed as an abrogation of any of the District's responsibilities under the cited statutes*).

SECTION 7. NOTIFICATION OF RECALL

- A. When a vacancy occurs for which any employee in the employment pool qualifies, notification from the District to such individual will be by certified mail or personal contact by the Superintendent. Such employee will have five (5) days from the receipt of the letter or from date of personal contact to accept the position. It shall be the obligation of the employee in the employment pool to keep the Superintendent notified as to where he/she can be reached so that contacting the employee will not take more than five (5) days. If the employee does not fulfill this obligation, the District is under no obligation to carry out the provision of contacting that employee.
- B. If an employee in the employment pool fails to accept a position for which he/she is eligible pursuant to this Article, such employee will be dropped from the employment pool.

SECTION 8. LAYOFF BENEFITS

- A. The District will utilize laid off employees as substitutes on a first priority basis if the laid off employee indicates that he/she is willing to substitute by signing a substitute list.

- B. Employees shall have the right to continue any and all insurance coverage provided that he/she pays his/her own premium.

SECTION 9. AFFIRMATIVE ACTION

Either party may request bargaining concerning affirmative action consequences preceding a layoff.

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION PERIODS

- A. All certificated employees, grades 6-12, directly involved in classroom instruction shall have one (1) class period per day for planning time.
- B. All K-5 certificated employees shall receive minimum released planning time of 190 minutes per week for uninterrupted planning time. Planning time will be scheduled in time blocks of forty (40) except on weekly designated collaboration days minutes or more; with the exception that regularly scheduled planning time may be adjusted due to scheduled or unforeseen events.
- C. Should the statutory provisions relative to student-teacher contact time change during the term of this Agreement, this section may be reopened upon request by either party for renegotiation. Planning time for K-12 certificated employees is dependent upon the existence of adequate finances and no lowering of the current mandated student-teacher ratios.
- D. Employees will be compensated for loss of preparation time when used as a substitute during their preparation period for other certificated employees. Such coverage of plan periods is voluntary. The affected employee shall be compensated at the employee's per diem rate per hour, rounded up to the nearest ten (10) minutes of planning time used to cover for a substitute. If an employee is assigned to supervise student(s) from other class(es) due to a lack of substitutes, the certificated employee will be compensated as their per diem rate per hour, rounded up to the nearest ten (10) minutes of time used to cover for a substitute with additional students. If a classroom is divided between two certificated employees, each certificated employee will be compensated at a rate of one half (1/2) of the employee's per diem rate per hour rounded up to the nearest ten minutes. If the classroom is divided between three certificated employees, each certificated employee will be compensated at a rate of at one third (1/3) of the employee's per diem rate per hour, rounded up to the nearest ten (10) minutes.
- E. Preparation time shall be used for classroom planning, data review, curriculum revision or preparation, or any other classroom or curriculum related activity as determined by the employee. Preparation time shall not be used for administrative meetings, unless said meeting is agreed to by the employee, except for administrative conferencing for evaluation purposes.
- F. If an employee is asked by administration and voluntarily agrees to teach a regularly scheduled class in lieu of their preparation period, the Superintendent shall consult with the Association President to determine the appropriate amount of compensation for the affected employee, as well as the terms of such agreement, in compliance with applicable laws and the Collective Bargaining Agreement.

SECTION 2. WORK LOAD/CLASS SIZE

Class size shall be maintained at a uniform size consistent with employees and facilities. When pupil load becomes excessive, the administration shall provide an explanation upon request to the Association and the employee(s) involved. When needed, the District shall provide additional supplies, textbooks, instructional equipment, and student desks.

Except as required by law or the student's need as set forth in the student's IEP, students with disabilities will be equitably distributed in all classes in each grade level. In addition, special training may be provided all employees involved with severely and/or profoundly handicapped students in regular classes.

- A. The parties agree that a reasonable pupil-teacher ratio is important for effective teaching. The District agrees to diligently monitor all class sizes (*with primary emphasis on grades K-4*), and as additional funds become available, adjust class sizes in a fiscally responsible manner.
- B. The District will make every effort to balance classes within the same grade and content area as equitably as possible. The term "balanced" refers to equitable distribution of students with behavior issues, special needs, English language learners (ELL) and gender. If members have questions regarding class size or class configuration, they may request an explanation from their building principal.
- C. The parties recognize that the defined pupil-employee ratio is desirable for effective teaching and learning. The District will make every effort to maintain uniform class size by grade level P-12.

The staffed maximum class size for various grade levels is indicated below:

GRADE	MAXIMUM
Preschool	15 per session (a.m. and p.m.)
K	18
1-2-3	20
4-5-6	25
7-12	30 per class period per day
Special Education/P-12 Self-Contained	13 IEP/Caseload**
Special Education/K-12 Resource Room	25 IEP/Caseload**
Speech Language Pathologist	60 IEP/Caseload**
School Psychologist	75 evaluations/re-evaluations per school year

School Counselor	K-6 550 FTE students per counselor
	7-12 350 FTE students per counselor

****IEP/Caseload** is defined as the total number of students the employee provides direct services to, serves as case manager for the IEP, or both.

The maximum limit may not apply in traditionally large classes such as band, and choir. However, at no time shall employees teaching any of these classes be assigned to teach more than one class concurrently.

Payments for Overload

A student is considered active beginning his/her first day of attendance. A student becomes inactive upon the first day of his/her official withdrawal.

Employees eligible for overload compensation shall complete the Class Overload Compensation Form (Appendix I) at the end of each month. Payment for overload shall be based on the class/caseload enrollment roster for the employee on the last teaching day of each month and paid as follows:

- **Teachers (P-6), excluding Elementary Specialists:** overload will be paid at a rate equal to one hundred dollars (\$100.00) per student over the maximum.
- **Teachers (7-12) and Elementary Specialists:** overload will be paid when a (7-12) class period exceeds the maximum individual class enrollment at a rate of twenty dollars (\$20.00) per student per class period.
- **Counselors:** overload will be paid at a rate of three dollars (\$3.00) per month per additional student above the maximum based on the student count in the counselor's assigned building(s) on the 1st student day each month.
- All Special Education Self-Contained and Resource Room Teachers shall receive two (2) days of a pay stipend annually at per diem (refer to Appendix H) in lieu of overload payment in this Section.
- All SLPs and Psychologists shall receive two (2) days of a pay stipend annually at per diem (refer to Appendix H) in lieu of overload payment in this Section.

D. Online Instruction/Credit Retrieval

1. If the District decides to offer an online instructional program for students who elect this option, the District will post and fill this as a separate bargaining unit position. Online students will not be assigned to a classroom teacher who is providing in-person instruction. Online teachers will be responsible for parent conferences.

2. Alternatively, if the number of students receiving such online instruction does not support a FTE teaching position, the District may post the position internally, with teachers having the option to provide the online instruction to individual students in addition to their regular teaching assignment. Teachers who are providing this online instruction shall receive two hundred dollars (\$200.00) per month for each assigned online student.

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 in accordance with applicable federal and state laws and District policies.
- B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District in accordance with district and building discipline expectations 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, prudent judgment.
- C. Principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
 1. Prior to the first student day, the district or buildings shall conduct instructional meetings for teachers concerning all applicable federal, state, and local laws; district rules, regulations and procedures pertaining to student rights, due process and the processing of student discipline.
 2. Teachers shall also receive documentation showing disciplinary codes and discipline flow charts. The District shall review the discipline flow chart with employees annually and make revisions, with input from employees.
- D. 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:

Disruption of the Educational Process: the interruption of classwork, the creation of disorder or the invasion of the rights of a student, group of students

Classroom Exclusion: shall mean the exclusion of a student from a classroom or activity for behavioral violations, subject to WAC 392-400-330 and 392-

400-335, which is greater than five (5) minutes so long as the teacher or school personnel has attempted another form of discipline.

Other forms of Discipline: means action used in response to behavioral violations, other than classroom exclusion, suspension, expulsion, or emergency expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under RCW28A.165.035.

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 the building disciplinary standards while under a teacher's immediate supervision. The student may be excluded by the teacher from the immediate class period or activity, or up to the following two days or until the principal or designee and employee have conferred, whichever occurs first. Additionally, the following shall apply:

For this Section, another form of correction may include following the protocols on the posted District student discipline flowchart.

- a). Upon the teacher's request, a conference between student, parent/guardian, principal and the teacher shall be held to discuss and create a future behavior plan. If the parent does not attend the meeting, the plan shall be created between the principal and the teacher.
- b). The teacher or other school personnel must report the classroom exclusion to the principal or designee as soon as reasonably possible. In accordance with the District student discipline flowchart, the teacher, principal or designee must notify the student's parents as soon as reasonably possible, in a language the parents understand, which may require language assistance.
- c). Emergency circumstances: When a teacher or school personnel administers a classroom exclusion on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process:
 1. The teacher or other school personnel must immediately notify the principal or designee; and
 2. The principal or designee must meet with the student as soon as reasonably possible and administer appropriate discipline.
- d). It is understood that administration shall enforce the classroom expectations determined by the building flow chart.
- e). Teachers shall be notified two days in advance of dangerous or potentially dangerous students being assigned to his/her class, or

according to the best knowledge of the District, in compliance with confidentiality requirements.

3. Special Education: Special education teachers and applicable general education teachers shall receive training/explanation of the discipline process for special education students. Students serviced by special education will be subject to disciplinary action provided by the individuals with Disabilities Education Act (IDEA) and Section 504.
 - a) The District shall provide additional resources to teachers who deal with violent or aggressive students.
 - b). General education teachers assigned students with 504 plans or IEPs shall have an opportunity to participate in the development of discipline plans of students assigned to them.
4. In cases of verbal or physical abuse/threats, including racist and hate speech, the District shall follow procedures in RCW 28A.635.010 regarding insulting or abusing staff, and/or in 28A.635.100 regarding intimidating or threatening behavior to be implemented by District administration and/or law enforcement personnel.
5. Student Discipline Committees, Due Process Hearings and Re-Entry Meetings:

If an employee is required to attend Student Discipline Committees, Due Process Hearings, or Re-Entry Meetings, said meeting shall not be scheduled during a teacher's planning period without the consent of the teacher. Loss of planning time and/or time spent outside the contracted workday shall be compensated at the affected employee's per diem rate.

 - a) If a teacher should be required to attend a due process meeting for purposes of being questioned by administration or a student, the teacher shall have the right to union representation.
 - b) Information discovered from discipline committees, due process hearings or re-entry meetings may be used solely for student discipline. If a serious employee conduct issue is discovered during these student discipline processes, the District will comply with the proscribed due process and just cause requirements in the Agreement.
6. Refer to WACs 392-400 and RCWs 28A.600 in regard to this Section.

SECTION 4. CLASSROOM VISITATION

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

- A. All visitors to a school and/or classroom must obtain the approval of the principal or designee.

- B. The employee shall be afforded the opportunity to informally confer with the classroom visitor before or after the visitation.
- C. If the visit is to a classroom, the time shall be arranged only after the building administration has conferred with the employee involved.
- D. A building or classroom visit may be terminated by the employee or principal if the visit is disruptive to the building or classroom.

SECTION 5. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM

- A. 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 consistent with federal, state, SPI, and District curriculum guidelines in determining the appropriateness of the issue to the curriculum and the maturity of the students. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.
- B. 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/her own. Students will be encouraged after class discussions and independent inquiry to reach their own conclusions regarding controversial issues.

ARTICLE VII - LEAVES

SECTION 1. SICK LEAVE

- A. 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, poor health, maternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year with a maximum of 180 days.

At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

- B. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, he/she will be paid his/her full salary for the period of his/her absence to the limit of available sick leave, less the amount of any workmen's compensation award made for disability due to said injury. Such absence will be charged to his/her annual or accumulated sick leave in the pro-rated amount paid by the District.
- C. In accordance with RCW28A.400.300, upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District, provided such leave was not used in another District.
- D. Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury (*including pregnancy, miscarriage, abortion, childbirth and recovery*), shall notify their immediate supervisor at the earliest possible moment stating the reasons. For planned surgeries or anticipated disablements which will necessitate illness or injury leave, the affected employee shall notify his/her immediate supervisor a reasonable time before the leave of the anticipated dates during which leave will be required.
- E. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted an extended unpaid leave of absence under provisions of this Article.

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

- F. An employee returning from any major illness, whether or not compensated leave benefits have been paid, may be required to submit a medical release from his/her physician.

SECTION 2. SICK LEAVE CASHOUT

Employees may cash out unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for four (4) accumulated sick leave days. The employee may either cash out up to twelve (12) days per year in January 1 of each school year or cash out the entire accumulation at retirement or death. In the event of death the cashout will be paid to the employee's estate. The sick leave cashout provision shall be pursuant to the current statute. In addition, in compliance with WAC 392-136-020, employees who separate from employment with the school district and are at least age fifty-five years of age may cash out sick leave as noted above, provided that the employee:

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

OR

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

- WAC 392-136-020 reads in part:

"(1) Eligible employees: Upon separation from district employment the following employees may personally, or through their estate in the event of death, elect to convert all eligible, accumulated, unused sick leave up to a maximum of one hundred eighty days to monetary compensation as provided in this section:

(a) Eligible educational service district employees are those who terminate employment with the educational service district due to either retirement or death.

(b) Eligible school district employees are those who qualify under an attendance incentive program established by the school district board of directors pursuant to WAC 392-136-065 and who:

(i) Separate from employment with the school district due to death or retirement; or

(ii) After June 7, 2000, separate from employment with the school district and are at least age fifty-five and:

(A) Have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40), or under the Washington school employees' retirement system plan 3 as defined in RCW 41.35.010(31); or

(B) Have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39), under Washington school employees' retirement system plan 2 as defined in RCW 41.35.010(30), or under public employees' retirement system plan 2 as defined in RCW 41.40.010(34).

(c) In order to receive reimbursement for unused sick leave, by virtue of retirement pursuant to subsection (1)(a) or (1)(b)(i) of this section the employee must have separated from such employment and have been granted a retirement allowance under the laws governing the teachers' retirement system, the public employees' retirement system, or the school employees' retirement system whichever applies; however, it is not necessary that the employee actually file for

retirement prior to the date of his or her separation so long as the application is thereafter filed within a reasonable period of time and without the occurrence of any intervening covered employment.”

The District will notify employees in writing at the time of separation from employment with the District of their right to cash out sick leave and their sick leave balance.

The District will provide access to sick leave buy back and VEBA as provided in RCW 28A.400.210. Annual participation in the plan is in accordance with the state statute.

1. For annual sick leave cashout, the Association will conduct a vote each year of all eligible, non-retiring, employees in the bargaining unit by November 1 and will inform the District of the decision to either cash out the sick leave or to move it into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option.
2. For cashout of sick leave upon retirement, the Association will conduct a vote annually by February 10 of the eligible membership who will be retiring that year. The Association will notify the District of the results of the vote regarding whether to cash out sick leave or move it to the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option.

SECTION 3. SICK LEAVE SHARING

A. Donation of Sick Leave

1. An employee with more than twenty-two (22) days of accumulated sick leave may request to donate a specified amount of sick leave for use by another eligible employee authorized to receive such sick leave benefits, as long as the donating employee retains a minimum of twenty-two (22) days of sick leave after the donation. Sick leave shall be donated and received in full day increments. Only sick leave may be donated pursuant to this Section.
2. 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 employees shall be returned to the donating employee(s) when the District is informed the leave is no longer needed by the designated receiving employee.
3. Donated sick leave shall be authorized by the donating employee. An employee desiring to donate leave shall provide the Personnel Office with a written request setting forth the specific number of days donated. This request will be held confidential. This written request shall be stamped with the time and date by the District and listed. The first leave donated shall be the first leave transferred to an eligible employee. Donated leave not used during any one (1) school year shall remain on the list for the following school year for transfer to the designated receiving employee until the

District determines the leave is no longer needed; at such time, any remaining leave shall be returned to the donating employee(s) as delineated in (2) above.

4. Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first prior to reducing the donating employee's current sick leave benefit. Yearly cashout pursuant to Article VII, Section 2, Sick Leave Cashout, of the Agreement shall not be affected by a donation of sick leave unless the donation would reduce the accumulated balance of sick leave below twenty two (22) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

B. Receipt of Donated Sick Leave

1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a member of the bargaining unit and must be suffering from or has a relative or household member suffering from an extraordinary, or severe illness, injury, impairment, physical or mental condition; or the employee is sick or temporarily disabled because of pregnancy disability, or needs time for parental leave to bond with a newborn, adoptive or foster child; has been called to uniformed service or emergency volunteer service or is a victim of domestic violence, sexual assault or stalking; which has caused or is likely to cause that employee to take leave without pay or terminate employment with the District.
2. The receiving employee must submit written notification from his/her physician stating proof of extraordinary, or severe illness or injury, or physical or mental impairment. In the case of use of such leave for uniformed service or emergency volunteer service, the agency for military or emergency deployment shall provide written documentation. In the case of use of such leave for domestic violence, sexual assault or stalking, the employee's physician and/or the appropriate law enforcement agency shall provide written documentation.
3. 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. Use of 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).
4. 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.
5. Leave history shall be made available to the review committee upon request.

C. Use of Donated Leave

1. The employee receiving donated sick leave may use that sick leave only in the manner pursuant to Article VII, Section 3, B.1 above.
2. Any awarded or donated sick leave will be held in reserve and credited to the recipient as needed. Any such donated leave which remains unused by the designated receiving employee shall be returned to the donating employee(s) when the District is informed the leave is no longer needed by the designated receiving employee.
3. Requests for donated sick leave shall be made in writing to the President of the Association through the Building Representative who will act as the member's advocate. The eligible member must request a specific number of days of donated sick leave. The employee shall also provide the required documentation for the use of donated leave as delineated in Article VII, Section 3, B.2 above. Such requests may be made more than once, up to an accumulated requested number of five hundred twenty two (522) days of donated leave-however, the District may authorize the receipt of leave in excess of five hundred twenty two (522) days in extraordinary circumstances. The request will go before a committee comprised of one (1) administrator and two (2) Association officers (excluding the member's own Building Representative) for consideration and determination of the benefits.
4. A written response from the committee granting or denying the request for donated sick leave shall be submitted to the employee within five (5) working days from the date of request.
5. Replacement employees or substitute employees are not eligible for receipt of donated sick leave.
6. Any and all decisions reached by the joint committee for sick leave sharing are final and with no right of appeal through the grievance or any other process.

SECTION 4. MATERNITY/PATERNITY ADOPTION LEAVE

- A. An employee requesting maternity/paternity/adoption leave shall give written notice to the District at least thirty (30) days prior to the commencement of said leave. The written request for leave should include a statement as to the expected date of return to employment; within thirty (30) days after childbirth or adoption, the employee shall inform the District of the specific day when she/he will return to work. All such leave shall be deducted from available sick leave. Additional days shall be non-paid days. The maternity/paternity leave shall begin at the date of the birth of the child and adoption leave shall begin upon the retrieval process of the child into the care of the adopting parent(s).

- B. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery are, for all job-related purposes, temporary disabilities and shall be treated as such under the District leave plan.

SECTION 5. EMERGENCY LEAVE

Emergency leave is a sudden unplanned event or events that could not be foreseen or planned for in advance. Employees are granted these days at full pay and are required to notify the Superintendent as soon as possible. Emergency Leave shall be deducted from Sick Leave.

SECTION 6. FAMILY ILLNESS LEAVE

Upon request leave shall be granted when necessary for an injury, illness or medical condition in the employee's immediate family. Immediate family shall be understood to include spouse, child, sibling, grandparent, grandparent-in-law, grandchild, fiancé, fiancée, domestic partner, parent-in-law, and parent or their dependent living in the same house. Employees may use Family Illness Leave to attend to the needs related to the birth and care of a child within thirty (30) days of such a birth. Leave requests under this provision shall be approved for the employee to attend the birth of a grandchild. The employee will input leave using the District online leave system. Such leave shall be deducted from accumulated sick leave.

SECTION 7. BEREAVEMENT LEAVE

- A. Five (5) days leave with pay shall be granted in the event of the death of a family member. Additional days may be granted at the discretion of the Superintendent and shall be deducted from Sick Leave or shall be uncompensated.
- B. Family shall mean spouse, parent, sibling, child, parent-in-law, sibling-in-law, grandchild, aunt, uncle, grandparent, stepsiblings, stepchild, or person residing in the same household.
- C. One (1) day shall be granted for the death of a close friend. Such leave shall be non-accumulative.

SECTION 8. JURY DUTY/SUBPOENA LEAVE

Leaves of absence will be authorized for jury duty in accordance with the law.

1. There will be no deduction in pay for jury duty, allowance for expenses will be retained by the certificated employee.
2. An employee will be granted subpoena leave as may be required by the subpoena and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses. The subpoena document shall be provided to the District.

SECTION 9. MILITARY LEAVE

(RCW 38.40.060) Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence from the District -for a period not exceeding twenty one (21) days during each calendar year. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave, the employee shall receive his/her normal pay from the District.

SECTION 10. SABBATICAL LEAVE

- A. 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 on sabbatical leave shall not receive salary, but the employee may at his/her option pay for District insurance benefits. No more than two employees shall be granted professional leave during any school year.

- B. 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 reassignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is mutually agreeable.
- C. 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 two (2) representatives from the Association.
- D. The final decision for granting such leave rests with the Board.

SECTION 11. PERSONAL/BUSINESS LEAVE

The District agrees to provide to each employee four (4) days of personal/business leave per year accumulative to seven (7) days. No reason other than personal need be given. At the employee's discretion, the employee may cash out unused personal leave in June of each year, at the employee's per diem rate of pay. Any accrued days above three (3) days shall be automatically cashed out and paid in the July paycheck each year. In the year of their retirement, or upon separation from the District, an employee will have all remaining personal leave days automatically cashed out.

SECTION 12. PROFESSIONAL LEAVE

A. Attendance at Meetings and Conferences Leave.

Meetings, conferences, symposiums and seminars, which include topics of vital concern to the profession, are recognized by the District as an inherent part of the employees' professional obligation.

Such leaves may be granted by approval of the Superintendent on one of the bases which follows:

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. Substitute paid by the District, necessary expenses paid by the employee or outside agency. This category applies to employee authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.
- B. Each employee may be provided one (1) day of release time for purposes of observation of education related activities. Upon approval of Professional leave, the employee shall be reimbursed for all costs including registration, fees, mileage, and room expenses. Request for professional leave must be made through the staff member's principal, and final approval must come from the Superintendent.

SECTION 13. OTHER LEAVES

- A. Leaves of absence of up to one (1) year without pay may, with Board approval, be granted employees for the purposes of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, serving in an elected Association position or Association related business.
- B. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year.
1. In order for the District to offer an employee a position, the employee must notify the District not later than April 1 in writing of his/her intent to return to employment with the District preceding the school year during which he/she wishes to be employed. Failure of an employee to so notify the District shall absolve the District of any and all responsibility for future employment of the employee.

- C. An employee may request the District to grant up to one (1) day of unpaid leave annually when a situation necessitates leave in excess of the employee's accumulated personal leave. An employee may request up to four (4) consecutive unpaid leave days one time during the employee's work career with the District. Leave in this category is non-accumulative from year to year. This leave shall be granted if classroom coverage is available.

SECTION 14. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Employees may initiate the use of this leave prior to exhausting all accumulated leave and PFML shall be used consecutively with FMLA leave. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE VIII - FISCAL

SECTION 1. WORK DAY

- A. All employees will be assigned appropriate starting and dismissal times. The workday for all employees shall be 7 1/2 hours including a 30-minute duty-free lunch. Employees shall be available in the building for students and parents thirty (30) minutes before the scheduled starting time on each day and 30 minutes after the scheduled student dismissal time, unless on other official assignment for the District. Employees may leave their buildings after the students are dismissed on days preceding vacations and holidays.
- B. Employees shall spend up to two (2) hours annually outside regular building hours to attend open houses. Employees who spend time beyond the work day performing District directed activities in excess of these accumulated hours per employee per year shall be compensated at the employee's per diem hourly rate (refer to Appendix K).

Casual and occasional parent conferences, and emergencies shall be excluded from the above referenced hours. This section does not apply to preparation time or other such individual activities.

SECTION 2. WORK YEAR/CALENDAR

- A. The work year for employees shall be 180 days. All required additional days and extended contracts shall be compensated at 1/180 full per diem of the employee's contracted rate of pay on the negotiated salary schedule (refer to Appendix A and Appendix K). State allocated basic education compensation shall not be used to pay for additional days beyond 180 nor used to pay for extended or supplemental contracts.
- B. There will be no change in the calendar (*see Appendix C-1*) except by mutual written consent of the parties. Commencing December 1 each year, the parties shall meet to negotiate a calendar for the subsequent school year.
- C. Students will be dismissed no later than 12:30 PM on the day preceding Thanksgiving and Winter Break.
- D. The calendar will include four (4) early release days to be used for activities that will be designed by the individual employees and for grading purposes, at each employee's discretion. It is agreed that activities on all days will be directly related to the goals of the school district.
- E. In the event that schools are closed early due to hazardous conditions, employees shall be permitted to leave within 1/2 hour after students are dismissed. When schools are opened late due to hazardous conditions, employees shall report to work one-half (1/2) hour prior to the time set for opening by the District. At no

time will employees be required to remain in any building that is deemed unsafe by the District.

- F. If the Superintendent determines a school closure is required due to inclement weather or other emergency, such days will be made up on the designated dates in the negotiated calendar. The District will communicate the possibility of a closure no later than 2:00 pm on the day prior to a possible closure to staff and students. The District will inform teachers of its decision as soon as possible. If more school closure days occur during a school year than were scheduled in the calendar, the parties will determine the date(s) of the make-up day(s), if required, with a written mutual agreement (refer to B above).
- G. Remote instruction during closure due to COVID-19 or other outbreak/emergency:
 - 1. No employee will be required or expected to provide simultaneous online and in-person instruction for students who are quarantined or absent due to COVID-19 or other outbreaks/emergencies.
 - 2. In the event of a COVID-19 or other outbreak/emergency which shuts down a classroom for in-person learning, the affected teacher(s) shall plan to deliver instruction to the class virtually. Such a plan may include simultaneous instruction only at the discretion of the teacher.
 - 3. Employees who are equipped to conduct remote instruction off-site will have the discretion to work off-site during a closure with supervisor discussion.

SECTION 3. SALARY SCHEDULE

- A. The salary schedule shall be as printed in the Appendix A, as negotiated by the parties.
- B. The salary schedule (*see Appendix A*) shall reflect 180 days of basic education. All required days beyond 180 days/hours shall be compensated at 1/180 full per diem of the employee's contracted rate of pay (refer to Appendix K). Experience and educational increments earned are to be paid starting with the September paycheck.

SECTION 4. PAYMENT

- A. All employees shall be paid in twelve (12) equal monthly installments. Payroll checks shall be issued to the employee on the last weekday of each month.
- B. All compensation owed to an employee who is leaving the District shall, upon request, be paid on the next payday after the final day of work, providing District funds permit.

- C. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made within a reasonable amount of time after notification.

SECTION 5. OPTIONAL DAYS/TIME, RESPONSIBILITY AND INCENTIVE DAYS

The parties agree Optional Days shall be paid at full per diem and shall be used for administrative needs, employee preparation or other academic related activity.

There will be six (6) optional days offered by the District annually.

Six (6) optional days will be District controlled and will be paid at full per diem in the month following completion. These optional days shall be paid as a regular seven and one half (7 ½) hour work day, with a 30 minute duty free lunch as required under Article VIII, Section 1. Work Day (A) and seven (7) hours of work time.

- 1) One (1) District controlled Optional Day shall be used for administrative needs, employee preparation or other academic related activity as determined by the District and will be scheduled as a full day prior to the first student attendance day. Per Article II, Section 2, the Association shall be guaranteed a one (1) hour block of time on this District-directed optional day to conduct a general membership meeting. Upon request, the District shall approve additional time for this meeting.
- 2) Five (5) District controlled optional days shall be used for building level academic development, employee preparation or other activity related to district and building goals as mutually determined by the principal and School Improvement Team (SIT) of the building. These days shall be scheduled as a full day. Besides the initial District-wide day, all other Optional Days which are scheduled in the calendar will be held in the building in which each employee is assigned, unless agreed upon by the SIT/BLT. One (1) of these days shall be scheduled prior to the first student day for employees to prepare their classrooms for the start of the school year. Trainings shall not be scheduled on this day. A maximum of thirty (30) minutes will be allowed for principals to meet with employee(s) or a team of teachers on this day. The District will send a PD survey to all employees before the first student attendance day each year. A menu of options for two (2) optional days will be provided to each building by October 1st. The employees will have until June 28th to complete the two (2) optional days (a maximum of seven hours of work time per day). The employee will submit a "Certificated Staff Additional Pay Authorization" form (refer to Appendix K) upon completion of each seven and one half (7.5) hour optional day. Payment shall be made in the next pay period following the completion of each optional day.

- 3) If an optional day is presented via Zoom/other_remote learning platform, employees may attend from off-site, as long as cameras are on and the employees are fully engaged as active participants in a professional environment.

Any additional paid days/hours offered by the District or building principals/directors shall be paid at each employee's per diem rate of pay (refer to Appendix K).

SECTION 6. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE

- A. All employees shall be placed on the salary schedule (Appendices A) based on their degrees, advanced degrees, additional college credits, clock hours and experience.
- B.
1. Credits for advancement on the salary schedule will be accepted from a four-year degree-granting institution and for courses taken at community colleges at the 100 level or higher. Clock hours may also be earned and shall be applied for salary advancement; (10) clock hours are equal to one (1) quarter college credit.
 2. Credit for recognized education experience shall be given when evidence of such credit/clock hours is filed with the District. Such evidence should be in the form of official college transcripts and should be filed with the District office no later than September 20. If, for some circumstances beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. Official transcripts must be provided by the employee not later than December 1. If transcripts are not provided by the employee by December 1 after receiving written notice or request of transcript from the District, then the educational increment may be revoked, and the cost of the increment may be recovered by payroll deduction.
- C. Credits shall be given for experience in the common schools. "Years of experience" shall mean the number of years of accumulated full time and part time professional education employment prior to the current reporting year. Years of experience from other districts and out-of-state must be verified by official written documentation from previous employee districts or employee retirement system. Experience credits shall be given for military service which interrupts an employee's career for up to two (2) years.
- D. 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.

- E. The calculation for years of service for Career and Technical Education instructors will include all years worked within the instructor's career field, regardless of whether the service occurred within an educational setting.

SECTION 7. INSURANCE BENEFITS

A. 2020 School Employees Benefits Board (SEBB) Program

1. Beginning January 1, 2020, 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 1st through August 31st.
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. 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 31st, or the last day of the month that the employee separates from the District, at the employee's discretion.

B. VEBA Contributions:

1. The District shall contribute sixty dollars (\$60.00) per month to each employee's VEBA account on a monthly basis. This amount shall be prorated for part time employees based on FTE status.
2. The District and Association agree to offer sick leave cash out payments into the VEBA for employees eligible for annual sick leave cash-out, employees who accumulate 180 days or more of sick leave, or employees who are separating from employment. If an employee's accrued sick leave balance exceeds one hundred eighty (180) days, any days in excess of one hundred eighty (180) days will be cashed out at the 4:1 ratio and deposited in the employee's VEBA account, or paid to the employee, at the qualifying employee's vote.

SECTION 8. TRAVEL REIMBURSEMENT

Employees utilizing their private vehicle to travel on school business shall be compensated at the most recent state rate or the rate paid by SPI to department employees, whichever is higher. No compensation will be made unless approval in writing by the administrator is given prior to embarkation. In the completion of job duties where an employee must travel between buildings to teach classes and/or to fulfill professional duties within the normal school day, twenty (20) minutes of travel time per trip shall be allotted in addition to the normal preparation time to facilitate safe travel between schools. The employee shall receive mileage compensation at the reimbursement rate designated in this Section.

SECTION 9. NATIONAL BOARD CERTIFICATION/CAREER AND TECHNICAL EDUCATION (CTE) CERTIFICATION REQUIREMENTS

- A. At the beginning of each school year, affected employees will inform their building administrator of their intentions to submit for National Board Certification. The District shall provide two (2) days of release time for each year that an employee submits/resubmits a National Board Portfolio and takes/retakes the National Board test. The District shall pay for the substitute for the release time.

- B. Each year, the District will provide clock hours in STEM integration training which will qualify to meet the requirements of RCW 28A.410.2212. In addition, clock hours applicable to certificate renewal, and for any other state-mandated certification renewal requirements of all bargaining unit members, will be offered annually.
- C. Career and Technical Education (CTE) teachers who must renew their CTE certification shall be provided one (1) day of release time or payment at their per diem rate (refer to Appendix K), scheduled in collaboration with their supervisor, and when substitutes are available, to complete work required for this certification process.
- D. Teachers who take a test for certification will be provided one (1) day of release time to take their test.

SECTION 10. CLASSROOM SUPPLIES

Each P-5 elementary employee shall be budgeted a minimum of two hundred fifty dollars (\$250.00) per year for the purpose of purchasing instructional materials, supplies and equipment via KCDA and other vendors, at the employee's discretion. Each middle school and high school (6-12) employee shall be budgeted a minimum one hundred fifty dollars (\$150.00) per year for the purpose of purchasing instructional materials, supplies and equipment via KCDA and other vendors, at the employee's discretion.

Newly hired employees will be budgeted an additional one hundred fifty dollars (\$150.00) at the beginning of the school year to purchase supplies, materials and equipment needed for their classrooms/work stations.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. *Grievant* shall mean an employee or group of employees or the HEA filing a grievance.
- B. *Grievance* shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this Agreement.
- C. *Party in interest* is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION 2. RIGHTS TO REPRESENTATION

- A. At least one (1) HEA representative shall be present for any meetings, hearings, appeals, or other proceeding(s) relating to a grievance which has been formally presented.
- B. If in the judgment of the HEA a grievance affects a group of employees or the HEA, the HEA may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. The HEA may process such a grievance through all levels of the procedure, even though there is no aggrieved employee who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the HEA at Step II.
- C. In accordance with RCW 41.59.090 any employee may at any time present his/her grievance to the District and have his/her grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

SECTION 3. PROCEDURE

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

Step I.

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within fifteen (15) days of the occurrence of which he/she complains.

Step I Reply.

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

Step II.

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (*or ten [10] days from date of filing, whichever shall be later*), the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or designee shall meet with the grievant 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 grievant and the Association.

Step III.

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) days of receipt of the written disposition of the Superintendent. 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 parties shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not previously disclosed in Steps I and II. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 4. ARBITRATION

- A. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.
- B. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the

substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator.

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

SECTION 5. 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 times herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

SECTION 6. FREEDOM FROM REPRISALS

No reprisals of any kind will be taken by the Board or the administration against any employee because of his/her participation in a grievance.

SECTION 7. RECORD OF GRIEVANCE

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

SECTION 8. GRIEVANCE FORM

The grievance forms shall be as attached (*see Appendix D*).

SECTION 9. GRIEVANCE AND ARBITRATION HEARINGS

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

SECTION 10. CONTINUITY OF GRIEVANCE

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

SECTION 11. GRIEVANCE PROCEDURE

Any matter which has an alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, EEOC, Federal Court or other forum with jurisdiction rights etc.*) may be utilized by the employee or the Association in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those selected above.

ARTICLE X - DURATION

SECTION 1. TERM OF AGREEMENT AND RE-OPENERS

This Agreement shall remain in full force and effect from September 1, ~~2023~~ 2025 through August 31, ~~2025~~ 2026.

SECTION 2. RE-OPENERS

- A. The Agreement expressed herein writing constitutes the entire Agreement between the parties. This Agreement may be re-opened for amendment only by mutual consent of the parties. Request for amendment by either party must be in writing and must include a summary of the proposed amendment.
- B. If the agreement includes a duration of more than one (1) year, this agreement shall be reopened annually between May 1 and July 1, or, if the Legislature has not adjourned by June 15, upon notice by either party by July 1, for the purpose of negotiating salary and benefit issues and legislative impact issues. In addition, each party may open for bargaining three (3) additional items each year.

APPENDIX A-1 2023-2024 SALARY SCHEDULE

Years of Service	2023-24							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	55,200	56,692	58,236	59,785	64,752	66,180	71,149	74,352
1	55,944	57,455	59,019	60,635	65,655	66,917	71,936	75,117
2	56,651	58,178	59,759	61,499	66,505	67,658	72,662	75,878
3	57,382	58,922	60,519	62,316	67,313	68,359	73,351	76,646
4	58,096	59,706	61,313	63,171	68,196	69,096	74,119	77,439
5	58,836	60,452	62,076	64,037	69,043	69,843	74,852	78,235
6	59,596	61,176	62,855	64,914	69,897	70,610	75,592	78,992
7	60,929	62,535	64,236	66,407	71,463	72,046	77,101	80,597
8	62,883	64,576	66,317	68,669	73,792	74,306	79,432	83,054
9		66,690	68,518	70,954	76,198	76,590	81,836	85,583
10			70,744	73,356	78,670	78,995	84,310	88,179
11				75,831	81,259	81,468	86,898	90,846
12				78,224	83,918	84,037	89,555	93,625
13					86,641	86,699	92,279	96,467
14					89,378	89,437	95,195	99,419
15					91,703	91,761	97,669	102,005
16 or more					94,471	94,533	100,618	105,084

APPENDIX A-1 2024-2025 SALARY SCHEDULE

Years of Service	2024-25							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	58,402	59,981	61,614	63,252	68,508	70,018	75,275	78,664
1	59,189	60,788	62,442	64,152	69,463	70,798	76,109	79,474
2	59,937	61,552	63,225	65,066	70,362	71,582	76,876	80,279
3	60,710	62,339	64,029	65,930	71,217	72,324	77,605	81,092
4	61,465	63,169	64,869	66,835	72,151	73,103	78,418	81,930
5	62,249	63,958	65,676	67,752	73,047	73,894	79,193	82,773
6	63,052	64,724	66,501	68,679	73,951	74,706	79,977	83,574
7	64,463	66,162	67,962	70,259	75,608	76,225	81,573	85,272
8	66,531	68,321	70,164	72,652	78,072	78,616	84,039	87,871
9		70,558	72,492	75,070	80,618	81,032	86,583	90,547
10			74,847	77,611	83,233	83,576	89,200	93,293
11				80,229	85,972	86,193	91,938	96,116
12				82,761	88,786	88,912	94,750	99,055
13					91,666	91,728	97,631	102,062
14					94,562	94,625	100,716	105,186
15					97,021	97,083	103,334	107,921
16 or more					100,045	100,016	106,454	111,178

APPENDIX A-1 2025-2026 SALARY SCHEDULE

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
0	59,862	61,481	63,154	64,833	70,221	71,768	77,157	80,631
1	60,669	62,308	64,003	65,756	71,200	72,568	78,012	81,461
2	61,435	63,091	64,806	66,693	72,121	73,372	78,798	82,286
3	62,228	63,897	65,630	67,578	72,997	74,132	79,545	83,119
4	63,002	64,748	66,491	68,506	73,955	74,931	80,378	83,978
5	63,805	65,557	67,318	69,446	74,873	75,741	81,173	84,842
6	64,628	66,342	68,164	70,396	75,800	76,574	81,976	85,663
7	66,075	67,816	69,661	72,015	77,498	78,131	83,612	87,404
8	68,194	70,029	71,918	74,468	80,024	80,581	86,140	90,068
9		72,322	74,304	76,947	82,633	83,058	88,748	92,811
10			76,718	79,551	85,314	85,665	91,430	95,625
11				82,235	88,121	88,348	94,236	98,519
12				84,830	91,006	91,135	97,119	101,531
13					93,958	94,021	100,072	104,614
14					96,926	96,991	103,234	107,816
15					99,447	99,510	105,917	110,619
16 or more					102,546	102,516	109,115	113,957

APPENDIX B-1 -CRITERIA FOR THE EVALUATION OF NON-CLASSROOM TEACHER CRITERIA OBSERVATION REPORT FORM

Evaluee _____	Evaluator _____
Name _____	Name _____
Position _____	Position _____
Building _____	Building _____

PROFESSIONAL GROWTH WORKSHEET

Introduction: This worksheet is to serve as a discussion focus between the evaluator and evaluee and is to be filled out by the evaluator during the evaluation observation. It is to provide an instrument for goal setting during the school year and will not be included as part of the evaluee's permanent record.

Ratings on this form: S = Satisfactory
 NI= Needs Improvement
 U= Unsatisfactory
 NO= Not Observed

(NOTE: A rating of "Needs Improvement" or "Unsatisfactory" on any item requires a written comment from the evaluator on the specific reason(s) for concern and specific recommendations for improvement on each item)

1) INSTRUCTIONAL SKILL. The classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience by:

- | | | | | |
|---|---|----|---|----|
| 1. Making provision for individual differences in ability amount students | S | NI | U | NO |
| 2. Providing for the previous knowledge, abilities and interests of the class | S | NI | U | NO |
| 3. Providing a variety of activities in keeping with the maturity and attention span of students. | S | NI | U | NO |
| 4. Implementing lesson plans but permits flexibility. | S | NI | U | NO |
| 5. Giving explanation, assignments and directions clearly. | S | NI | U | NO |
| 6. Making reasonable and appropriate assignments. | S | NI | U | NO |

- | | | | | |
|--|---|----|---|----|
| 7. Motivating students by making lessons interesting and challenging | S | NI | U | NO |
| 8. Helping students to develop acceptable work habits and study skills. | S | NI | U | NO |
| 9. Evaluating daily lessons and units of study by assessing student achievement of objectives. | S | NI | U | NO |

COMMENTS: _____

2) **CLASSROOM MANAGEMENT.** The classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting by:

- | | | | | |
|--|---|----|---|----|
| 1. Selecting and preparing equipment and materials in advance of lesson. | S | NI | U | NO |
| 2. Maintaining an orderly classroom environment and atmosphere. | S | NI | U | NO |
| 3. Maintaining an attractive and stimulating classroom environment and atmosphere. | S | NI | U | NO |

COMMENTS: _____

3) **PROFESSIONAL PREPARATION AND SCHOLARSHIP.** The classroom teacher 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 by:

- | | | | | |
|--|---|----|---|----|
| 1. Considering abilities, interests and present performance levels in students in planning | S | NI | U | NO |
| 2. Establishing immediate and long-range objectives. | S | NI | U | NO |
| 3. Preparing effective plans to meet objectives. | S | NI | U | NO |

- | | | | | |
|---|---|----|---|----|
| 4. Planning for continuing evaluation in lessons and uses results in planning subsequent lessons. | S | NI | U | NO |
| 5. Providing adequate plans for a substitute teacher. | S | NI | U | NO |
| 6. Possessing and maintaining appropriate academic background in subject area. | S | NI | U | NO |

COMMENTS: _____

4) EFFORT TOWARD IMPROVEMENT WHEN NEEDED. The classroom teacher demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.

- | | | | | |
|---|---|----|---|----|
| 1. Is responsive toward constructive criticism. | S | NI | U | NO |
| 2. Attempts to implement suggestions for improvement. | S | NI | U | NO |

COMMENTS: _____

5) THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS. The classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting by:

- | | | | | |
|--|---|----|---|----|
| 1. Keeping the classroom quiet when appropriate. | S | NI | U | NO |
| 2. Requiring attention to the teacher when instructions are being given. | S | NI | U | NO |
| 3. Requiring students to conform to established rules. | S | NI | U | NO |
| 4. Showing consistency and fairness in dealing with student behavior. | S | NI | U | NO |
| 5. Disciplining students in firm but controlled manner. | S | NI | U | NO |
| 6. Encouraging students to develop courtesy, self-control, respect and responsibility. | S | NI | U | NO |

- | | | | | |
|--|---|----|---|----|
| 7. Enlisting assistance of counselors, vice-principal, principal and other support personnel when necessary. | S | NI | U | NO |
| 8. Assisting in maintaining control and enforcing rules throughout school. | S | NI | U | NO |

COMMENTS: _____

6) INTEREST IN TEACHING PUPILS. The classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils by:

- | | | | | |
|--|---|----|---|----|
| 1. Developing rapport with the student as an individual in a professional manner. | S | NI | U | NO |
| 2. Dealing with personal information and communication in an ethical manner. | S | NI | U | NO |
| 3. Evaluating individual student progresses regularly and maintains records for report card and/or parent conferences. | S | NI | U | NO |
| 4. Providing guidance and assistance for students. | S | NI | U | NO |

COMMENTS: _____

7) FACTORS AFFECTING CLASSROOM PERFORMANCE.

- | | | | | |
|---|---|----|---|----|
| 1. Is the student load sufficient to accomplish learning goals? | S | NI | U | NO |
| 2. Is there sufficient availability of supplies and equipment for the instructional program? | S | NI | U | NO |
| 3. Are there adequate physical facilities and location to accommodate the learning environment? | S | NI | U | NO |

4. Is there sufficient classroom
preparation time provided
the teacher?

S NI U NO

5. Is there adequate administrative
support provided in dealing with
discipline problems?

S NI U NO

COMMENTS: _____

DATE OF OBSERVATION CONFERENCE: _____

EVALUATOR'S SIGNATURE: _____

EVALUEE'S SIGNATURE: _____

*(The evaluatee's signature indicates that he/she has read
and discussed the observation in a conference but does
not necessarily imply agreement.)*

APPENDIX B-2- NON-CLASSROOM TEACHER EVALUATION REPORT FORM

NAME _____

SCHOOL _____

TEACHING ASSIGNMENT _____
(If less than full time, specify.)

Type of
Evaluation
_____ Annual
_____ 90-Day
_____ Short Form

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

PRINCIPAL'S SIGNATURE _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CRITERIA
(Refer to list of Criteria)

STRENGTHS, WEAKNESSES,
SUGGESTIONS FOR IMPROVEMENT
(Comments must be made in each category.)

PROFESSIONAL PREPARATION & SCHOLARSHIP	
KNOWLEDGE OF SUBJECT MATTER	
CLASSROOM MANAGEMENT	
INSTRUCTIONAL SKILL	
HANDLING OF STUDENT DISCIPLINE & ATTENDANCE PROBLEMS	
INTEREST IN TEACHING PUPILS	
EFFORT TOWARD IMPROVEMENT WHEN NEEDED	

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

DATE _____ EMPLOYEE _____

APPENDIX B-3 -CRITERIA FOR THE EVALUATION OF ESA SUPPORT PERSONNEL OBSERVATION REPORT FORM

EVALUEE:

EVALUATOR:

NAME _____

NAME _____

POSITION _____

TITLE _____

BUILDING _____

OBSERVATION DATE _____

Introduction: This worksheet is to serve as a discussion focus between the evaluator and the evaluatee and is to be filled out by the evaluator during the evaluation observation. It is to provide an instrument for goal setting during the school year and will not be included as a part of the evaluatee's permanent record.

Ratings on this form:

S = Satisfactory

NI = Needs Improvement

U = Unsatisfactory

NO= Not Observed

(NOTE: A rating of "Needs Improvement" or Unsatisfactory" on any item requires a written comment from the evaluator on the specific reason(s) for concern and specific recommendations for improvement on each item)

EVALUATION CRITERIA SUPPORT PERSONNEL

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD. Each support person demonstrates a depth and breadth of knowledge of theory and content in the special field, demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu

S NI U NO

COMMENTS:

2. SPECIALIZED SKILLS. Each support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

S NI U NO

COMMENTS:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT. Each support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs

S NI U NO

COMMENTS:

4. THE SUPPORT PERSON AS A PROFESSIONAL. Each support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

S NI U NO

COMMENTS

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL. Each support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

S NI U NO

COMMENTS:

DATE OF OBSERVATION CONFERENCE: _____

EVALUATOR'S SIGNATURE _____

EVALUEE'S SIGNATURE _____

(The evaluatee's signature indicates that he/she has read and discussed the observation in a conference but does not necessarily imply agreement.)

APPENDIX B-4 - SUPPORT PERSONNEL EVALUATION REPORT FORM

NAME _____ Type of Evaluation _____ Annual

SCHOOL _____ 90-Day
Other

TEACHING ASSIGNMENT _____
(If less than full time, specify.)

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

PRINCIPAL'S SIGNATURE _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

CRITERIA

(Refer to list of Criteria)

**STRENGTHS, WEAKNESSES,
SUGGESTIONS FOR IMPROVEMENT**

(Comments must be made in each category.)

1	KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	
2	SPECIALIZED SKILLS	
3	MANAGEMENT OF SPECIAL & TECHNICAL ENVIRONMENT	
4	THE SUPPORT PERSON AS A PROFESSIONAL	
5	INVOLVEMENT IN ASSISTING PUPILS, PARENTS, & EDUCATIONAL PERSONNEL	

ADDITIONAL COMMENTS:

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

Date _____ Employee _____

APPENDIX B-6

Criterion 2: Demonstrating effective teaching practices.			
SE1 Quality of questioning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
SE4 Opportunity and support for participation and meaning making			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.
SE5 Student talk			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Talk is dominated by the teacher and/or student talk is unrelated to the discipline.	Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.	Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.
CP5 Use of scaffolds			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4

APPENDIX B-5 – SHORT FORM OF EVALUATION

RCW 28A.405.100 the short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the teacher evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

Employee's Name _____

School: _____ Evaluator: _____

CHECK NUMBER 1 OR NUMBER 2 BELOW TO INDICATE WHICH KIND OF SHORT FORM OF EVALUATION IS BEING CONDUCTED:

1. This is a thirty (30) minute observation with a written summary: _____
OR
2. This is an evaluation based on at least two (2) observation periods (without written summaries) totaling at least sixty minutes: _____

Option 1: Date of observation: _____ The following evaluation is based upon a written summary of the observation.

Option 2: Dates of observations: _____ Evaluations based upon teacher evaluation criteria:

		Acceptable	Unacceptable
1.	Instructional Skill		
2.	Classroom Management		
3.	Professional Preparation/Scholarship		
4.	Effort Toward Improvement When Needed		
5.	Handling Student Discipline		
6.	Interest in Teaching Pupils		
7.	Knowledge of Subject Matter		

Comments:

Evaluator's Signature: _____ Date: _____

Evaluee's Signature: _____ Date: _____

CEL 5D+™ Rubric for Instructional Growth and Teacher Evaluation (2016), version 3 by Washington State Criteria

Criterion 1: Centering instruction on high expectations for student achievement			
P1 Learning target(s) connected to standards			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.
P4 Communication of learning target(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely states or communicates with students about the learning target(s).	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.
P5 Success criteria			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The success criteria for the learning target(s) are nonexistent or vague.	Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning.	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning.	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning.
CEC2 Learning routines			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Learning routines for discussion and collaborative work are absent.	Learning routines for discussion and collaborative work are present but may not result in effective	Learning routines for discussion and collaborative work are present, and result in effective discourse.	Learning routines for discussion and collaborative work are present, and result in effective discourse.

Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills. If teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.
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Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.

SE2 Ownership of learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely provides opportunities and strategies for students to take ownership of their learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.

SE3 Capitalizing on students' strengths

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.	Teacher has knowledge of students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.

CP4 Differentiated instruction for students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.

A4 Teacher use of formative assessments

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in-the-moment instructional adjustments based on completion of task(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.

		feedback aligned with the learning target(s).	the learning individual st
--	--	---	----------------------------

Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential. OR The teacher does not explain how the knowledge of individual students informed the goal. The goal does not address an essential standard for the teacher's content and grade level. The goal does not require students' cognitive or emotional engagement. The teacher does not communicate with students' families about the goal.	The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential. The teacher explains how the knowledge of students informed the goal for the students as a group, but not as individuals. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement. The teacher communicates the goal to students' families.	The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the knowledge of individual students informed the goal in specific ways. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement. The teacher seeks and considers, when provided, input from students' families in developing the goal.	The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential. The teacher explains how the knowledge of individual students informed the goal in specific ways. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement. The teacher seeks and considers, when provided, input from students' families in developing the goal. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.

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

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

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

P2 Lessons connected to previous and future lessons, broader purpose and transferable skill

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.

CP1 Alignment of instructional materials and tasks

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students' levels of challenge.

CP2 Teacher knowledge of content

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.

CP3 Discipline-specific teaching approaches

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and

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

understanding and discipline-specific habits of thinking.	discipline-specific habits of thinking at one or two points within a unit.	discipline-specific habits of thinking throughout the unit, but not daily.	discipline-specific habits of thinking on a daily basis.
P3 Design of performance task			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills. Students are able to use prior learnings/understandings to engage in new performance tasks.

Criterion 5: Fostering and managing a safe, positive learning environment.**CEC1 Classroom arrangement and resources**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.

CEC3 Use of learning time

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.

CEC4 Student status

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher

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

			creates opportunities for student status to be elevated.
CEC5 Norms for learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students' cultures.	Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures. Students self-monitor or remind one another of the norms.

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

A1 Student self-assessment

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.

A2 Student use of formative assessments over time

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students do not use formative assessments to assess their own learning.	Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time.

A3 Quality of formative assessment methods

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.

A5 Collection systems for formative assessment data

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.

Student Growth 6.1: Establish Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not develop a student growth goal. OR The teacher does not explain how the knowledge of students informed the goal. The goal does not address an essential standard for the teacher's content and grade level. The goal does not require students' cognitive or emotional engagement.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses a single data element to explain how the knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. The goal requires students' cognitive and emotional engagement. The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.

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

Criterion 7: Communicating and collaborating with parents and the school community**PCC2 Communication and collaboration with parents and guardians**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely communicates in any manner with parents and guardians about student progress.	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.

PCC3 Communication within the school community about student progress

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.

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

PCC1 Collaboration with peers and administrators to improve student learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development.

PCC4 Support of school, district and state curricula, policies and initiatives

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of or does not support school, district or state initiatives. Teacher violates a district policy or rarely follows district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum.

PCC5 Ethics and advocacy

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

Student Growth 8.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not collaboratively develop the student growth goal. OR Collaboration does not yield a goal that: • Is informed by knowledge of students • Addresses an essential standard for the teacher's content and grade level • Require cognitive or emotional engagement The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses a single data element to explain how knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' cognitive and emotional engagement.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses multiple data elements to explain how knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' cognitive and emotional engagement. The teacher follows through with team decisions regarding instruction and assessment.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal. The team uses multiple data elements to explain how knowledge of students informed the goal. The goal addresses an essential standard for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.) The goal requires students' cognitive and emotional engagement. The teacher follows through with team decisions regarding instruction and assessment. The teacher helps develop other team members' capacity to be effective.

APPENDIX B-7 - Teacher Evaluation – STUDENT GROWTH GOAL SETTING FORM

Teacher: _____ Date: _____

- ☐ **COMPREHENSIVE EVALUATION** Set a goal for each of the three (3) criterion below.
- ☐ **FOCUSED EVALUATION:** Set a goal for one (1) of the criterion below.

Criterion 3: Growth focused on a subgroup of students.

Write a goal consistent with Criterion 3.1 in the CEL 5 D+ Evaluation Rubric (Appendix B-6). This will guide your professional growth this year.

Criterion 6: Growth focused on whole classroom.

Write a goal consistent with Criterion 6.1 in the CEL 5 D+ Evaluation Rubric (Appendix B-6). This will guide your professional growth this year.

Criterion 8: Growth measures targeted by PLC/grade-level team, and monitored throughout the year.

Write a goal consistent with Criterion 8.1 in the CEL 5 D+ Evaluation Rubric (Appendix B-6). This will guide your professional growth this year.

Teacher Signature: _____ Date: _____
Evaluator Signature: _____ Date: _____

**APPENDIX B-8- UW CEL 5D+ COMPREHENSIVE
EVALUATION PRE-OBSERVATION CONFERENCE
FORM**

(Employee should complete and discuss form with evaluator prior to observation)

Employee: _____ Observer: _____

Date of Observation: _____ Time/Period _____

1. What are the learning target(s) and success criteria for the lesson and how does it align with the standards? (Criterion 1, P1, P5)

2. How will the learning target(s) and success criteria be communicated to the students? (Criterion 1, P4, P5)

3. What performance task and/or formative/summative assessment opportunities will be accomplished by the students to show they have met the learning target? (Criterion 1, P5; Criterion 6, A2)

4. How will you use assessment data collected to make in-the-moment instructional decisions and modify/adjust future lessons? (Criterion 3, A4)

5. How does this learning connect to previous and future lessons? (Criterion 4, P2)

6. Briefly describe the students in this class, including those with special needs. How will you differentiate instruction and/or provide scaffolding for individuals or groups of students in the class? (Criterion 2, CP5; Criterion 3, CP4; Criterion 4, CP1)

7. What strategies and teaching points will you use to address student needs? (Criterion 3, CP4, Criterion 4, P3)

8. Describe any special factors that need to be taken into account regarding your students and their individual needs. (Criterion 3, P3; Criterion 3, SE2)

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

**APPENDIX B-9 - UW CEL 5D+ COMPREHENSIVE
EVALUATION 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? (Criterion 6, A3)

2. How do your students know if they met the learning target? (Criterion 6, A1);

3. How do your classroom routines and rituals, your use of physical space and the materials in the classroom contribute to student learning? (Criterion 1, CEC2, Criterion 5, CEC1, CEC4, CEC5)

4. What type of formative assessments do you provide your students? (Criterion 6, A3)

5. What system and routines do you use for recording and using formative assessments? Are your students able to use this data to monitor their progress? (Criterion 3, A4, Criterion 6, and A5)

6. How do you use formative assessment data in your teaching? (Criterion 6, A65)

7. What methods do you use to communicate student progress with families and the school community? (Criterion 7, PCC2 and PCC3)

8. What are some examples of your professional relationships that support student learning, and student, staff, and district growth? (Criterion 8, PCC1 and PCC5).

**APPENDIX B-10 COMPREHENSIVE EVALUATION
OBSERVATION REPORT /FINAL EVALUATION
REPORT CLASSROOM
CEL 3.0 Rubric Scoring**

Observation _____ 90 Day _____ Annual _____

Teacher: _____ Position / Grade Level: _____

Observation Date: _____ Time: _____

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1.1 P1: Connection to standards, broader purpose and transferable skill					Add Scores From All Columns To Get a “Total Score”
1.2 P4: Communication of learning target(s)					
1.3 P5: Success criteria					
1.4 CEC2: Learning routines					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2.1 SE1: Quality of questioning					Add Scores From All Columns To Get a “Total Score”
2.2 SE4: Opportunity and support for participation and meaning making					
2.3 SE5: Student talk					
2.4 CP5: Use of scaffolds					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address those Needs	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 SE2: Ownership of learning					Add Scores From All Columns To Get a "Total Score"
3.2 SE3: Capitalizing on students' strengths					
3.3 CP4: Differentiated instruction for students					
3.4 A4: Teacher use of formative assessments					
3.6 SG 3.1: Establish Student Growth Goal(s)					
3.7 SG 3.2: Achievement of Student Growth Goal(s)					
Overall Rating Range Scored for Final Evaluation ONLY	6	7-12	13-18	19-24	

Comment:

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4.1 P2: Lessons connected to previous and future lessons, broader purpose and transferable skill					Add Scores From All Columns To Get a "Total Score"
4.2 P3: Design of performance task					
4.3 CP1: Alignment of instructional materials and tasks					
4.4 CP2: Teacher knowledge of content					
4.5 CP3: Discipline-specific teaching approaches					
Overall Rating Range Scored for Final Evaluation ONLY	5	6-10	11-15	16-20	

Comment:

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
5.1 CEC1: Classroom arrangement and resources					Add Scores From All Columns To Get a “Total Score”
5.2 CEC3: Use of learning time					
5.3 CEC4: Student status					
5.4 CEC5: Norms for learning					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
6.1 A1: Student self-assessment					Add Scores From All Columns To Get a "Total Score"
6.2 A2: Student use of formative assessments over time					
6.3 A3: Quality of formative assessment methods					
6.4 A5: Collection systems for formative assessment data					
6.6 SG 6.1 Establish Student Growth Goal(s)					
6.7 SG 6.2: Achievement of student Growth Goal(s)					
Overall Rating Range Scored for Final Evaluation ONLY	6	7-12	13-18	19-24	

Comment:

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
7.1 PCC2: Parents and guardians					Add Scores From All Columns To Get a “Total Score”
7.2 PCC3: Communication within the school community about student progress					
Overall Rating Range Scored for Final Evaluation ONLY	2	3-4	5-6	7-8	

Comment:

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
8.1 PCC1: Collaboration with peers and administrators to improve student learning					Add Scores From All Columns To Get a “Total Score”
8.2 PCC4: Support of school, district, and state curricula, policies and initiatives					
8.3 PCC5: Ethics and advocacy					
8.5 SG 8.1: Establish Student Growth Goal(s), implement, and monitor growth					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Summary Observation / Evaluation Comments:

FINAL SUMMARY FOR COMPREHENSIVE EVALUATION					Criteria Score	
Criteria 1: Centering Instruction On High Expectations For Student Achievement.						
Criteria 2: Demonstrating Effective Teaching Practices						
Criteria 3: Recognizing Individual Student Learning						
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum						
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment						
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning						
Criteria 7: Communicating and Collaborating with Parents and the School Community.						
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning						
Enter "total criteria score"						
Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating	
Overall "Rating Range"	8-14	15-21	22-28	29-32		
Student Growth Subcriteria	3.6	3.7	6.6	6.7	8.5	Total
Score						
	LOW	Average	High		Student Growth Rating	
Overall Student Growth "Rating Range"	5-12	13-17	18-20			

SCORING CHART

<i>CRITERION SCORE</i>	<i>+STUDENT GROWTH SCORE</i>	<i>=FINAL SUMMATIVE RATING</i>
DISTINGUISHED Criterion Score 29-32	+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH	= DISTINGUISHED
DISTINGUISHED Criterion Score 29-32	+LOW STUDENT GROWTH 5-12	= PROFICIENT 1 Year Student Growth Plan
PROFICIENT Criterion Score 22-28	+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH	= PROFICIENT
PROFICIENT Criterion Score 22-28	+LOW STUDENT GROWTH 5-12	= PROFICIENT 1 Year Student Growth Plan
BASIC Criterion Score 15-21	+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH	= BASIC
BASIC Criterion Score 15-21	+LOW STUDENT GROWTH 5-12	= BASIC 1 Year Student Growth Plan
UNSATISFACTORY Criterion Score 8-14	+ HIGH 18-20 OR AVERAGE 13-17 LOW 5-12 STUDENT GROWTH	= UNSATISFACTORY Plan of Improvement

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

Date: _____ Principal /Designee: _____

My signature below indicates that I have seen this observation / evaluation. 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 REQUEST FORM EMPLOYEE

Evaluation criteria:

- 1) Four (4) years of satisfactory or proficient evaluations
- 2) And at least one (1) comprehensive evaluation every four (4) years

Having met both evaluation criteria and having reviewed the Focused evaluation process,

I, _____, request to participate in a Focused evaluation

(Print name)

option for the _____ school year.

The criterion that I would request for this evaluation is: (*check one*)

- _____ 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 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.

If criteria 1,2,4,5 or 7 are chosen, please also choose a student growth criteria below:

_____ *Criterion 3*

_____ *Criterion 6*

Approved: _____

Denied: _____

Explanation of denial:

(Principal's signature)

(Date) _____

APPENDIX B-12 ACADEMIC LEARNING WALK FORM

Criterion	Evidence
1. Centering instruction on high expectations for student achievement: <i>Learning Target (LT) and Teaching Points-</i> P1: The lesson is based on grade-level standards. The LT align to the standard. Students can rephrase the LT in their own words. P4: The teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of what the target(s) are and references the target throughout instruction. P5: The success criteria are present and align to the LT. Students refer to success criteria to communicate their learning. <i>Classroom Routines & Rituals-</i> CEC2: Routines for discussion and collaborative work are evident, and result in effective discourse. Students are held accountable for their work, for their learning and support the learning of others.	
2. Demonstrating effective teaching practices: <i>Quality of Questioning</i> SE1: Teacher asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking. <i>Opportunity and support for participation/meaning making</i> SE4: Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitates participation and meaning making by students. Students have the opportunity for meaning making. SE5: Student talk is a mix of teacher-student and student-student. Students provide evidence to support their thinking or expand ideas. <i>Student Talk</i> SE5: Student talk is a mix of teacher-student and student-student. Students provide evidence to support their thinking or expand ideas. <i>Use of Scaffolds:</i> CP5: Teacher provides scaffolds that are related to and support development of targeted concepts/skills. Teacher uses strategies for the purpose of releasing responsibility to students to promote learning and independence.	

3. Recognizing individual student learning needs and developing strategies to address those needs. <i>Ownership of Learning-</i> SE2: Teacher provides opportunities and strategies for students to take ownership of their learning. <i>Capitalizing on students' strengths</i> SE3: Teacher capitalizes on students' strengths and applies this knowledge in ways connected to the unit goals. <i>Differentiated Instruction-</i> CP4: Teacher uses strategies to differentiate for student learning strengths and needs. <i>Teacher use of Formative Assessments-</i> A4: Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give feedback aligned with the LT.	
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Criterion	Evidence
4. Providing clear and intentional focus on subject matter content and curriculum. <i>Lesson connection & design-</i> P2: Lessons are clearly linked to previous/future lessons and broader purpose/transferable skill. P3: Performance tasks require students to demonstrate their thinking related to LT and apply discipline-specifics concepts/skills <i>Alignment of materials and tasks</i> CP1: Instructional material/tasks align with the purpose of the unit and lesson. Teacher makes decisions about materials to support learning and align with student level of challenge. <i>Teacher knowledge of content--</i> Teacher demonstrates knowledge/understanding of how discipline based concepts relate to or build on one another. <i>Discipline specific teaching approaches</i> CP3: Teacher uses discipline specific teaching approaches and strategies that develop students' conceptual understanding.	

5. Fostering and managing a safe, positive learning environment. <i>Classroom arrangement and resources-</i> CEC1: Students have access to resources in the physical environment to support learning. Physical arrangement of the room supports student learning and purpose of the lesson. <i>Classroom Routines & Rituals- Use of learning time-</i> CEC3: Learning time is maximized in service of learning. <i>Student status and norms for learning:</i> CEC4: Teacher and students demonstrate appropriate teacher-student and student-student relationships that foster students' well-being. CEC5: Classroom norms encourage risk-taking, collaboration, and respect for thinking.	
6. Using multiple student data elements to modify instruction and improve student learning. <i>Assessment-</i> A1: Students assess their own learning in relation to the learning target (LT). A2: Student uses assessment data to assess their own learning toward learning goals and track progress over time. A3: Assessment tasks allow students to demonstrate learning. The assessment method provides information about student thinking and needs. A5: Teacher has an observable routine for recording formative assessment data & uses system for instructional purposes.	
7. Communicating and collaborating with parents and the school community. <i>Communication and Collaboration-</i> PCC2: Teacher communicates with parents/guardians about goals of instruction /student progress and uses multiple tools to communicate. PCC3: Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community.	
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. <i>Professional Learning and Collaboration-</i> PCC1: Teacher collaborates with peers and administrators for the purpose of improving instructional practice and student learning. PCC4: Teacher supports and has understanding of school, district, and state initiatives. Teacher makes pacing adjustments as appropriate. PCC5: Teacher's professional role toward adults and students is friendly, ethical, professional, and supports learning.	

Notes/Comments/Questions

APPENDIX B-13 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 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 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.

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

- ☐ Criterion 3
- ☐ Criterion 6

****Evaluator/Teacher: Refer to Appendix B-6, CEL-5 D+ Evaluation Rubric for the selected Criterion (and Student Growth Components indicated above 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*

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 IV, Section 3.5.E)

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 observation / evaluation. 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-14 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-6 CEL 5D+ Evaluation Rubric 3.0)

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-15-FOCUSED OBSERVATION PRE-OBSERVATION CONFERENCE FORM

NOTE: The Focused Pre-Observation Conference Form will be used prior to the first observation only

Teacher's Name _____ Date _____
Subject/Grade _____ Selected Criterion _____

1. What is your expected outcome for this observation?

2. What would you like me to specifically observe regarding your selected criterion?

3. What areas should we focus on in this process to foster your professional growth?

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.

**APPENDIX B-16- FOCUSED EVALUATION
CLASSROOM TEACHER
POST-OBSERVATION CONFERENCE TOOL**

The Post-Observation Conference Form will be used for the Focused Evaluation process
after the first observation only

Teacher's Name _____ Date _____

Subject/Grade _____ Selected Criterion _____

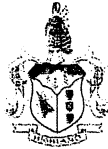
1. Do you believe you met your expected outcome of the observation? If yes, what do you feel was a strength of the observation? If no, what could you have done to improve your practice?

2. Take a moment to reflect on the areas you wanted specifically observed. Share your reflection regarding your practice and what you would like to discuss.

3. Following this observation cycle, are there any elements for which you would like additional support/strategies?

APPENDIX C-1 2023-24 2025-2026 CALENDAR

HIGHLAND SCHOOL DISTRICT



School Calendar 2023-2024

Approved by Highland School District
Board of Directors on May 2, 2022

"A QUALITY EDUCATION FOR ALL STUDENTS"

Significant Dates:

July 4 4th of July Holiday
Aug. 15-17 PLD
Aug. 21 First Day of School
Aug. 24 First Day of Kindergarten
Sept. 4 Labor Day-No School
Oct. 6 Teacher Grading Day/Conf. Prep-Early Release
Oct. 9-13 Conference Week-Early Release each day
Oct. 12 **NO LATE START**
Oct. 16-20 **Intersession Week**
Nov. 10 Veterans Day Observed-No School
Nov. 21 School Break-Early Release
Nov. 22-24 Thanksgiving Break- No School
Dec. 19 Winter Break-Early Release
Dec. 20-Jan. 2 Winter Break - No School
Jan. 15 MLK Jr Day-No School
Jan. 19 Teacher Grading Day/Semester End-Early Release
Feb. 12-16 **Intersession Week**
Feb. 19 President's Day - No School
Feb. 20 PLD-No School
Mar. 22 Teacher Grading Day/Conf. Prep-Early Release
Mar. 25-29 Conference Week-Early Release each day
Mar. 28 **NO LATE START**
April 1-5 Spring Break - No School
May 20-24 **Intersession Week**
May 27 Memorial Day-No School
June 14 Grading Day-HHS Graduation-Early Release
June 19 Juneteenth/Emancipation Day - No School
June 21 Last Day of School-Early Release

July 2023

Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023

Su	Mo	Tu	We	Th	Fr	Sa
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September 2023

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October 2023

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22	23	24	25	26	27	28
29	30	31				

November 2023

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26	27	28	29	30		

December 2023

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January 2024

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February 2024

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March 2024

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April 2024

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28	29	30				

May 2024

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June 2024

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16	17	18	19	20	21	22
23	24	25	26	27	28	29

Legend

- = School Begins/Ends
- = Half-day NOTE: ** Applies to HJH/HHS only
- = Holidays - School Break/Closed
- = School Break-No School
- = Intersession Instruction
- = Conferences, NOTE: ** Applies to HJH/HHS only
- = Certificated Professional Learning Day
- [] = Early Release Days for Students

BOLD = Thursdays in bold are not Late Start Days

HIGHLAND SCHOOL DISTRICT

School Calendar

2025-2026

Approved by Highland School District
Board of Directors on March 18, 2025

"A QUALITY EDUCATION FOR ALL STUDENTS"



August 2025

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
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September 2025

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October 2025

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November 2025

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23	24	25	26	27	28	29

December 2025

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21	22	23	24	25	26	27
28	29	30	31			

January 2026

Su	Mo	Tu	We	Th	Fr	Sa
						3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Su	Mo	Tu	We	Th	Fr	Sa
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15	16	17	18	19	20	21
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March 2026

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22	23	24	25	26	27	28
29	30	31				

April 2026

Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30		

May 2026

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17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2026

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026

Su	Mo	Tu	We	Th	Fr	Sa
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Significant Dates:

Aug. 18-22	Prof. Learning Days (Aug. 22- Teacher Directed)
Aug. 25	First Day of School: 1st-12th grades
Aug. 28	First Day of TK & Kindergarten
Sept. 1	Labor Day- No School
Oct. 17	Teacher Grading Day/Conf. Prep-Early Release
Oct. 20-24	Conferences; Early Release-All Schools
Oct. 22	NO LATE START
Oct. 27-31	Intercession Days
Nov. 11	Veterans Day- No School
Nov. 25	School Break- Early Release
Nov. 26-27	Thanksgiving Break- No School
Nov. 28	Native American Heritage Day- No School
Dec. 19	Winter Break- Early Release
Dec. 22-Jan. 2	Winter Break - No School
Dec. 26	No Work-Non-Paid Day-Classified Staff
Jan. 19	MLK Jr Day- No School
Jan. 23	Teacher Grading Day/Semester End-Early Release
Feb. 16	President's Day - No School
Feb. 17-20	Intercession Days
Mar. 27	Teacher Grading Day/Conf. Prep-Early Release
Mar. 30-Apr 3	Conference Week- Early Release each day
April 1	NO LATE START
April 6-10	Spring Break - No School
May 22	Snow Day #1-Make-up if needed
May 25	Memorial Day- No School
June 12	Grading Day-HHS Graduation- Early Release
June 17	Last Day of School- Early Release
June 18	PLD or Snow Make-up Day #2
June 19	Juneteenth/Emancipation Day
June 22	PLD if June 18 is a snow make-up day
July 3	Independence Day-Observed

Legend

- = School Begins/Ends
- = Half-day
- = Holidays - School Break/Closed
- = School Break-No School
- = Conferences, Early Release each day
- = Intercession Instruction
- = Snow Make-up Day, No school if not needed
- = Certificated Professional Learning Day
- = Early Release Days for Students

BOLD = Wednesdays in bold are not Late Start Days

APPENDIX D- GRIEVANCE REVIEW REQUEST FORM

STEP I

- A 1. Name _____
2. Date of occasion giving rise to grievance _____
3. Date of filing _____
4. Position/Title _____
5. Building Assignment _____

B. 1. Statement of grievance:

a. Situation leading to grievance:

b. Specific violations:

c. Steps taken to resolve grievance:

2. Specific relief requested, including provision(s) justifying the relief, if any:

3. _____
Grievant's Signature Date

C. 1. Immediate supervisor's Step I response, including provision(s) justifying the response, if any:

2. _____
Supervisor's Signature Date

3. Grievant's response:

- _____ a. I accept the Supervisor's response
- _____ b. I reject the Supervisor's response and appeal to Step
II
(refer to Article IX- Grievance Procedure)

Grievant's Signature Date

STEP II

D. 1. Superintendent's Step II response, including provision(s) justifying the response, if any:

2. _____
Superintendent's Signature Date

3. Grievant's response:

- _____ a. I accept the Superintendent's response
_____ b. I reject the Superintendent's response and appeal to
Step III (refer to Article IX- Grievance Procedure)

Grievant's Signature Date

STEP III

E. Date appealed to arbitration _____

President's Signature Date

APPENDIX E - JUST CAUSE/SEVEN KEY TESTS

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

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

1. **NOTICE:** "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the District's rules or managerial order reasonably related to (a) the orderly, efficient and safe operation of the District's business, and (b) the performance that the District might properly expect of the employee?"
3. **INVESTIGATION:** "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of the District?"
4. **FAIR INVESTIGATION:** "Was the District's investigation conducted fairly and objectively?"
5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. **EQUAL TREATMENT:** "Has the District applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the District in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his/her service with the District?

APPENDIX H – CO-CURRICULAR AND EXTRA-CURRICULAR SALARY AND EXTENDED DAYS SCHEDULE

STIPENDS WILL BE PAID AT % OF NEGOTIATED SALARY SCHEDULE BASE -
REFER TO APPENDICES A

** If any additional positions are created during the duration of the Agreement, the parties will negotiate the stipend amount for the positions

Position Title	Stipend for position
High School Activities Director	12.213%
High School Band	5.705%
High School Choral	4.903%
High School Drama	2.452% per preapproved production (up to 3 per year)
Student-Based Enterprise Advisor	4.903%
High School Annual Advisor	6.53%
High School Senior & Junior Class Advisors	2.452%
High School Sophomore & Freshman Class Advisors	1.65%
National Honor Society Advisor	2.452%
SCOTS Coordinator	.825% per Grade Level
Junior High Band	2.452%
Junior High Drama	1.65%
Junior High ASB/Class Advisor	1.65%
Junior High Yearbook Advisor	1.65%
K-6 Science Fair Advisor	.825%
K-6 Math Enrichment Advisor	1.65%
Knowledge Bowl Advisor	1.65%
Skills USA	3.521%
Pep Club Advisor	1.65%
District/Building Committees ♦ School Improvement Teams/Committee(s) per building (Refer to Article II, Section 8) • Other District/Building Committees-eg, technology, RTI, PBIS, PBIS-Tier 1, PBIS-Tier 2, and other building committees, District level team(s) /committee(s) as determined annually by the Superintendent	1.65%
Cornerstone Professor	.513% per period class per semester. If the class is taught for more than one period, the teacher would be compensated for each period as well. + one (1) day of pay at per diem and mileage reimbursement for the training day at CWU and also one (1) day for training at EWU if that is required.
McKinney-Vento Homeless Liaison	2.452%

EXTENDED DAYS/HOURS SCHEDULE

Position Title	# of Hours/Days (per Full Time Employee) Paid at employee's per diem rate of pay unless otherwise noted below. All extended days/hours will be scheduled, prior to working the hours, with the immediate supervisor and will not include travel time to or from home. Hours must then be submitted to the District using the Additional Pay Request Form as acquired.
Student Store	Up to 75 hours at employee's per diem rate per hour
Psychologist	Up to 75 hours
FFA	Up to 225 hours
High School Counselor	Up to 75 hours
High School Intervention Sign-up Coordinator	Up to 20 hours
Junior High Counselor	Up to 37.5 hours
Elementary/Intermediate Counselor	Up to 22.5 hours
Certificated Staff-Principal Substitute	\$100.00 per day in addition to regular salary
Night School/Credit Retrieval	\$30.00 per hour
Academic Intercession Planning	Paid at per diem
Special Education IEP Case Managers and Speech Language Pathologists	- Up to 1.5 additional hours per student caseload of each individual staff member. Each Employee must designate by October 1, if they would like this benefit in release time or in additional pay. For these extended hours, they cannot mix pay and release time, but must each choose one or the other. - Any additional hours must be pre-approved through the building principal.
Special Education Teachers- Resource and Self-Contained and SLPs and Psychologists-Stipend, in lieu of Overload Pay	2 days
COE Extracurricular Instruction	~~\$300.00 per Sufficient Collection submitted to OSPI~~
WaKids-Kindergarten/Transitional Kindergarten teachers	Up to 7.5 hours at the employee's per diem rate of pay per required state checkpoint.

Teacher-Led Inservice Presenters (when an administrator initiates it), unless it is a part of their district assigned coaching duties.	1 hour of pay at per diem for preparation for each hour, or portion thereof, of presentation
---	--

APPENDIX I – OVERLOAD COMPENSATION CLAIM FORM

Employee Name _____ School _____ Grade _____ Month/Yr _____ Submitted _____

GRADE	MAXIMUM #	OVER MAXIMUM	x	PAY RATE	AMOUNT OWED
Preschool	Max. 15 students	# of students over 15 _____	x	\$100.00	= _____
Kindergarten	Max. 18 students	# of students over 18 _____	x	\$100.00	= _____
Grades 1-2-3	Max. 20 students	# of students over 20 _____	x	\$100.00	= _____
Grades 4-5-6	Max. 25 students	# of students over 25 _____	x	\$100.00	= _____

Submit your highest number for the day. You do not get to count each section throughout the day. A student must be in your class longer than 20 minutes to be counted.

Grades 7-12 Max. 30 students

Period 1:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____
Period 2:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____
Period 3:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____
Period 4:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____
Period 5:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____
Period 6:	Max. 30 students	# of students over 30 _____	x	\$20.00	= _____

Add the column on the right- TOTAL AMOUNT = _____

Counselor/K-6	Max. 550 FTE	# of students over 550 _____	x	\$3.00	= _____
Counselor/7-12	Max. 350 FTE	# of students over 350 _____	x	\$3.00	= _____

SPECIALISTS: *You can only claim 5 classes TOTAL in this section.*

Kindergarten

Class 1:	Max. 18 students	# of students over 18 _____	x	\$20.00	= _____
Class 2:	Max. 18 students	# of students over 18 _____	x	\$20.00	= _____
Class 3:	Max. 18 students	# of students over 18 _____	x	\$20.00	= _____
Class 4:	Max. 18 students	# of students over 18 _____	x	\$20.00	= _____
Class 5:	Max. 18 students	# of students over 18 _____	x	\$20.00	= _____

Add the column on the right- TOTAL AMOUNT = _____

Grades 1-2-3

Class 1:	Max. 20 students	# of students over 20 _____	x	\$20.00	= _____
Class 2:	Max. 20 students	# of students over 20 _____	x	\$20.00	= _____
Class 3:	Max. 20 students	# of students over 20 _____	x	\$20.00	= _____
Class 4:	Max. 20 students	# of students over 20 _____	x	\$20.00	= _____
Class 5:	Max. 20 students	# of students over 20 _____	x	\$20.00	= _____

Add the column on the right- TOTAL AMOUNT = _____

Grades 4-5-6

Class 1:	Max. 25 students	# of students over 25 _____	x	\$20.00	= _____
Class 2:	Max. 25 students	# of students over 25 _____	x	\$20.00	= _____
Class 3:	Max. 25 students	# of students over 25 _____	x	\$20.00	= _____
Class 4:	Max. 25 students	# of students over 25 _____	x	\$20.00	= _____
Class 5:	Max. 25 students	# of students over 25 _____	x	\$20.00	= _____

Add the column on the right- TOTAL AMOUNT = _____

Submit your highest number for the day. You do not get to count each section throughout the day. A student must be in your class longer than 20 minutes to be counted.

Principal Signature _____ Date _____

**APPENDIX J -INDIVIDUAL EMPLOYEE AGREEMENT FOR
ACCEPTANCE OF RETENTION INCENTIVE**

I (*Employee's Name*) agree to accept the Retention Incentive in the amount of one thousand two hundred dollars (\$1200,00) offered by the Highland School District under Article II, Section 4 Issuance of Contracts of the Collective Bargaining Agreement for the (*insert school year*) school year.

By accepting this payment, I agree to sign a contract with the Highland School District for the (*insert school year*) school year on or before May 15, (*insert year*).

By signing this agreement, I agree to waive my right to release from my contract by July 15 under Article III, Section 10.3 Release from Employment.

Employee Signature

Date

Superintendent Signature

Date

APPENDIX – K

CERTIFICATED STAFF ADDITIONAL PAY AUTHORIZATION

Highland School District #203

Certificated Staff Additional Pay Authorization

Any Additional Pay Must Be Pre-Approved and will be paid at the employee's per diem rate.
MANDATORY TO USE BLUE OR BLACK INK

Name: _____

Admin/Payroll Use

Date	From	To	Hours Worked	Description of Work Done	Acct Code	Rate of Pay

TOTAL HOURS: _____

Employee Signature

Date

Program Director Signature

Date

Please mark what it is budgeted to:

___MWC ___TIS ___HJH ___HHS
 ___TPEP COMP (VII.3.A)- *Principal* ___INTERSESSION *Student* ___Opt Days (VIII.5)- *Student*
 ___MENTOR (III.12)- *Principal* ___IEP Hrs After Contracted Day (VII.3.B)- *Student*
 ___NB/CTE CERT (VIII.4)- *Principal* ___Professional Development (VII.3.C)- *Student*
 ___ALL OTHER EXTRA HRS (VIII.10.39 & 5.2)- *Principal* ___ATHLETICS *Student*

* Additional Pay forms that are submitted by the employee to the appropriate Administrator by the 7th, the Administrator will give approved forms to Payroll by the 10th, and then they will be paid that month.

* In grey is the CBA Reference and the Program Supervisor.

SIGNATORIES

For Highland Education Association

For Highland School District

By: Jeff Ziegler 03/30/2026

By: Mindy Schulz 3/30/26

Memorandum of Agreement

Between

Highland School District (District)

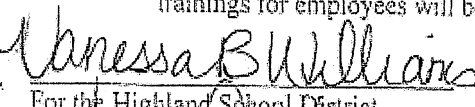
And the

Highland Education Association (Association)

RE: Calendared Intersessions

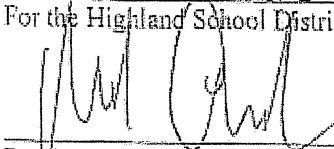
The parties to this Agreement are the Highland School District (District) and the Highland Education Association (Association). The parties agree to the following regarding Calendared Intersessions, which shall apply for as long as the intersessions, or any similar educational offering by the District, are offered outside the certificated 180 day calendar.

1. If the District and Association negotiate a calendar that includes one or more intersessions (non-contracted, non-school days for student intervention/enrichment activities) the District will post these positions in compliance with Article III, Section 8 for work during each calendared intersession.
2. Employees who opt to work during an intersession will be paid at their per diem rate of pay. In addition, affected employees will be provided up to five (5) hours of planning time, paid at their per diem rate, to prepare for the learning activities to be provided during each intersession and will be paid for this preparation time regardless of whether the intersession is held or is cancelled.
3. Teachers will also be provided a budget of two hundred dollars (\$200.00) per intersession to purchase materials and supplies. No trainings for employees will be scheduled during intersessions.


For the Highland School District

Date

Aug. 15, 2022


For the Highland Education Association

Date

8/16/22

Memorandum of Agreement

Between

Highland School District (District)

And the

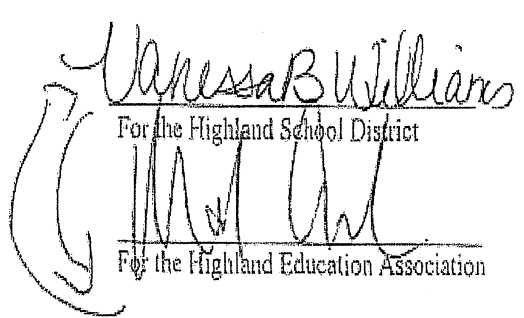
Highland Education Association (Association)

RE: COVID-19 LEAVE/REMOTE WORK

The parties to this Agreement are the Highland School District (District) and the Highland Education Association (Association). The parties agree to the following regarding COVID-19 Leave:

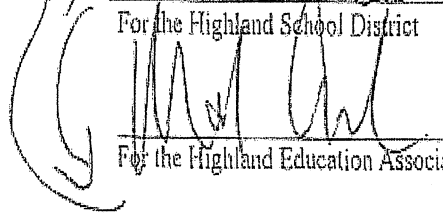
1. Employees diagnosed with COVID-19 or who are required to quarantine by the local health jurisdiction and or school nurse, or who are experiencing symptoms of COVID-19 and are seeking a medical diagnosis shall have access to up to five (5) days of paid COVID leave annually, not to be deducted from sick or personal leave, for the duration of their illness and quarantine. The employee will have two (2) days to test and provide proof of a positive Covid test to the District from an authorized provider in order to access the remaining three (3) days.
2. At each affected employee's option, in lieu of taking COVID-19 Leave, they may choose to work remotely during periods of quarantine/illness, with an assigned substitute or paraeducator in their classroom to supervise students if needed.

This MOA will expire at the conclusion of the 2022-2023 school year.


For the Highland School District

Date

August 15, 2022


For the Highland Education Association

Date

8/16/22

Memorandum of Understanding (MOU)
Between
Highland Education Association and Highland School District
Regarding the
Transition to Classroom Teacher Evaluation - New Student Growth Rubrics
Article IV, Section 3. of the Collective Bargaining Agreement

The parties to this MOU are the Highland Education Association (Association) and the Highland School District (District). This MOU is regarding the implementation of revised Student Growth Goals for evaluation of Classroom Teachers as set forth in Article IV, Section 3. Of the parties Collective Bargaining Agreement. To provide for a successful implementation to the new rubrics, the parties agree to begin using the new student growth rubrics in the 2023-24 school year.

To develop a supportive model for transition, the parties agree to the following:

1. Prior to using the new student growth rubrics for evaluation, all teachers and administrators will receive professional development on the use of the new student growth goal rubrics during the first District Optional Day, August 15, 2023.
2. Professional development to support the implementation of the new student growth goals will be jointly determined by the association and district and focus on:
 - a. Participating in professional, learning focused conversations that are centered on reflection of practice.
 - b. A conversation asks learning focused questions in real time without the need for teacher to provide written comment.
 - c. How to center student assets in developing student growth goals.
 - d. Ways to share and acknowledged teacher reflection in the process of setting, assessing, and adjusting student growth goals.
3. Evaluators will complete the required trainings before evaluating staff using the new student growth goals.
4. In addition to time for professional development, additional time will be provided during the evaluation process for conversations focused on reflection of the student growth goals by the teacher and supported by evaluator.
5. It is the intent of the parties that the new rubrics will not require additional evidence be created to document the reflection that takes place by the teacher during the evaluation process. All evidence should be authentic and through a natural harvest provided during the professional conversations focused on the sharing of reflections by the teacher on how they will adjust

their instruction. The use of student feedback may be used as part of a teacher's self-evaluation as general reflection and used at their discretion.

6. The parties recognize that culturally responsive teaching relies on writing goals and reflection based on the teacher's knowledge of their students' assets. To provide opportunity for this to occur, the parties agree that for those individuals using the new student growth rubrics, initial goal setting conferences with evaluators will take place no earlier than October 15.
7. To embed the use of student growth goals into the regular flow of instruction, it is suggested that the student growth goal cycle is contained within a single unit of study. This means that teachers may not set a student growth goal until later in the year. It is agreed that all teachers will have set their student growth goals by January 30.
8. At the teacher's discretion they may use the formal student growth goal setting/reflection process more than once during the school year.

Vanessa Williams

For the Association

10/2/23

Date

[Signature]

For the District

10/2/23

Date

**Memorandum of Agreement
Between
Highland Education Association
And
Highland School District**

In an effort to give PLCs more time to be self-directed to work on current needs like, but not limited to, working on current curriculum, modifications, and teaching practices; and analyzing students' scores and successes in real time; and to provide equity amongst all schools in the district, the District resolves to work in partnership with HEA during the 2025-2026 school year to address concerns and building/district practices to best support student achievement.

The District will continue the practice of an hour of PLC time once a week through a delayed start schedule, except during Conference Weeks.

The District acknowledges the need for discussion and clarification of expectations of all parties at both the building and district level.

Agreed to by the parties on this 12th day of June 2025.

By: Vanessa Williams By: [Signature]
Highland EA President Highland School District Superintendent

