2024-2027

AGREEMENT

BETWEEN

CASHMERE EDUCATION ASSOCIATION

AND

CASHMERE SCHOOL DISTRICT NO. 222

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CASHMERE EDUCATION ASSOCIATION
AND
CASHMERE SCHOOL DISTRICT NO. 222

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2024-2027
AGREEMENT BETWEEN
CASHMERE EDUCATION ASSOCIATION
AND
CASHMERE SCHOOL DISTRICT NO. 222

PREAMBLE

This Agreement is by and between the Cashmere School District and the Cashmere Education Association, pursuant to RCW 41.59. The parties to this agreement are committed to communication, due diligence and good faith whenever working out differences of interpretation or implementation of any provision of this contract. It shall be the mutual responsibility of the parties to cooperate, seeking consultation and input from one another whenever implementing a provision of this agreement. It is the hope that the philosophy of this approach is applied to any additional program, project, process or procedure that may affect compensation and/or conditions of employment.

ARTICLE I. ADMINISTRATION

SECTION A. RECOGNITION

The Cashmere Board of Education recognizes the Cashmere Education Association as the exclusive bargaining representative for all certificated employees of the District excluding the Superintendent, Assistant Superintendent, Principals, Director of Student Support Services, Assistant Principals, Curriculum Director, Vocational Director, substitute teachers.

SECTION B. DEFINITION OF TERMS

As used in this agreement, the following terms will have the following meaning unless the context in which they are used shall clearly indicate another meaning.

1. **"District"** shall mean Cashmere School District No. 222, Cashmere, Chelan County, Washington.

2. **"Board"** shall mean the Board of Directors of Cashmere School District No. 222.

3. **"Superintendent"** shall mean the Superintendent of Cashmere School District No. 222 or his or her designee.

4. **"Association"** shall mean Cashmere Education Association, which is affiliated with the Washington Education Association and the National Education Association.

5 **"President"** shall mean the chief elected official of the Cashmere Education Association or his/her designee.

6. **"Contract"** shall mean the individual employment contract issued to, and signed by, each certificated employee pursuant to RCW 28A.405.210.

7. **"Parties"** shall mean the Board/District and the Association.

8. **"Certificated employees" or "Employees"** shall mean any member of the bargaining unit as set out in this Agreement.

9. **"Days"** shall mean employee contract days, except as otherwise indicated.

10. Words denoting **gender** shall be deemed to include both masculine and feminine.

11. The term **"RCW"** shall mean the Revised Code of Washington.

12. The term **'WAC"** shall mean the Washington Administrative Code.

SECTION C. DISTRIBUTION OF AGREEMENT

After the parties reach tentative agreement on a successor Agreement, the District and the Association shall appoint one representative each to produce a draft copy of the new agreement for mutual editing. Upon reaching final agreement on the content and form of the Agreement, a digital copy will be posted on the District website. The District will inform each new employee how to find and download the agreement from the website.

SECTION D. STATUS OF AGREEMENT

Sole Agreement: This shall be the sole Agreement between the parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION E. INDIVIDUAL AND SUPPLEMENTAL CONTRACT COMPLIANCE

1. Each employee returning to the Cashmere School District shall be issued an individual contract on or before the last day of school. In years when bargaining is not completed prior to the end of the school year, a Notification of Assurance will be issued and then replaced with an individual contract when a successor agreement has been ratified.

2. Each contract shall be made in duplicate with one (1) copy returned to the employee after approval by the School Board.

3. All employees holding co-curricular advisor positions shall retain those positions if satisfactory evaluations are received.

4. An employee requesting relief from co-curricular assignment will be released from said assignment only if another staff member of at least equal qualifications can be found to allow the District to honor the request.

SECTION F. JOINT MEETINGS (Executive Forum)

Representatives of the Parties shall meet no less often than monthly during the regular school year to monitor the administration of the Agreement and pursue mutual problem identification and mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

SECTION G. NEW POLICIES

No new policies shall be adopted and/or implemented unless that policy has been offered to the CEA for review and input before final adoption by the Board.

ARTICLE II – BUSINESS

SECTION A. MANAGEMENT RIGHTS

It is recognized that the Board has the responsibility and authority to manage and direct the operations and activities of the District provided that all such actions shall conform to State and Federal law and the provisions of this Agreement.

SECTION B. ASSOCIATION PERMISSION

1. **Use of building:** The Association may use the District buildings for the purpose of having meetings and transacting Association business in accordance with established Board policy provided that such meetings and business shall not interfere with District educational programs. The Association shall reimburse the District for any extra costs resulting from such Association use of a District building. All such meetings shall be held outside the regular teacher workday.

2. **Use of School Equipment:** The Association shall have permission to use District office equipment and video equipment at reasonable times when such equipment is not otherwise in use. Any supplies consumed or repairs required by this use shall be paid by the Association. No equipment shall be removed from its regular place without permission of the building principal.

3. **Use of District Bulletin Boards:** The Association shall have permission to post notices on school district bulletin board space provided by the District in each faculty lounge in each building in which members of the bargaining unit are employed. Any information posted on the bulletin board shall carry the signature of an Association officer who shall have the responsibility of removing it when no longer current.

4. **Use of District Electronic Mail System:** The Association shall have permission to use the district's electronic mail system and employee mailboxes for communication purposes. Use of the email shall be in conformance with District policy, and as such, is subject to public disclosure. All material distributed shall be identified as Association business and shall carry the signature of an Association officer or be sent from an association officer's computer. An association representative shall have the responsibility for sorting and placing the mail in the boxes.

5. **New Employees:** The Board shall notify the Association of the name and address of any new certificated employee hired. The Association will be provided a minimum of 30 minutes to meet with new employees within their first 90 days of employment. Such meeting will take place during regular work hours.

6. **School District Budget and Financial Reporting:** The District shall provide, upon request, any public information.

7. **Notice of Probation and Disciplinary Action:** In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide the President with notice of such action provided that should the employee indicate in writing to the District (Appendix N) that he/she does not wish to have the Association notified, such notice will be withheld.

SECTION C. UNION MEMBERSHIP

1. **New Employees:** All new employees have the option of joining the Cashmere Education Association.

2. **Indemnify.** The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted, or judgement rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision.

ARTICLE III - PERSONNEL RIGHTS

SECTION A. NONDISCRIMINATION

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee because of membership or non-membership in the Association, domicile, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or use of a trained guide dog or service animal by a person with a disability.

SECTION B. PERSONNEL FILES

1. **Location:** The District shall maintain the employee's personnel file at the District central office. There shall be no separate official personnel files kept by the District. The Superintendent shall be responsible for safeguarding personnel files and shall sign an inventory sheet to verify the contents of the personnel file, if the employee so requests.

2. **Right to Inspect:** Any employee shall have the right to inspect all contents of his/her own file. A representative of the Association shall, at the employee's request, accompany the employee in this review. Each personnel file shall contain the following minimum items of information: evaluation reports, annual contracts, teaching certificates and a transcript of academic records.

3. **Placement of Materials:** Each certificated employee shall have the right to review, initial and attach his/her own comments to any evaluation or other correspondence originating from the District administrators prior to its being made a part of his/her official personnel files.

4. **Removal of Materials:** After seven (7) years, the District may remove and destroy employee's evaluation reports.

5. **Confidentiality:** The personnel files of employees are confidential to the extent permitted by state law. Such official personnel files shall be available for inspection only to the supervisory personnel, confidential employees of the District, the individual employee and the employee's duly authorized representative.

6. **Principals' Working Files:** Principals' working files will be available for review by the employee at the employee's request. Said files shall be purged no later than June 30 of the following school year, except for the employee's previous year's evaluation and goals.

SECTION C. DUE PROCESS

1. **Just Cause:** No employee shall be formally disciplined without just cause.

2. **Written Grounds:** The specific grounds forming the basis for the formal disciplinary action shall be made available to the employee consistent with Article III, Section C, Part 4.

3. **Hearings:** Employees shall have the right to a fair hearing and confrontation of witnesses.

4. **Association Representation:** An employee shall, upon his/her request, be entitled to have present a representative during any formal disciplinary action. When a request for representation is made, no action shall be taken with respect to the employee until such representative is present, provided that no more than a 24-hour delay is incurred by unavailability of such representative. Employees shall be entitled to Association representation at any hearing, meeting or conference involving the employee regarding disciplinary actions or the investigation thereof at which the employee is present. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In the event disciplinary action is to be taken, the employee shall be advised of the right to representation in writing under this provision prior to the action being taken. Such notification shall be through the use of Appendix N, which is made part of this Agreement.

SECTION D. ASSIGNMENTS AND TRANSFERS

The District shall have the right to assign all employees to positions within the District subject to existing laws and this Agreement. Employees wishing to change their assignment by voluntary transfer must indicate their request on the *Appendix M: Letter of Intent* and return it to their supervising administrator by February 1, or the Friday before if February 1 falls on a weekend. No transfers or assignments for the following school year will be made until after the established due date.

1. **Assignment:** An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty assignment (e.g. special education or librarian) and the building(s) in which the employee is stationed.
2. **Transfers:** A transfer shall mean a change of assignment. To facilitate transition and preparation for new assignments, available monies may be requested. See Article IX, Section B, Number 3, Letter C: Additional Time Pay.
3. **Voluntary Transfer:** A voluntary transfer shall mean an employee-initiated change in assignment. The administrator shall notify in writing each employee who has requested a voluntary transfer when the position is filled.
4. **Involuntary Transfer:** Involuntary transfer shall mean a change in assignment initiated by a district administrator.
    a. **Surplus Teachers:** An employee may be transferred to another assignment due to surplus teachers at a grade level or position. The qualified employee with the least seniority shall be transferred.
    b. **Improved Opportunity:** Transfers made for the purpose of moving an employee from a position in which he/she is not successful, according to unsuccessful evaluations, to one in which he/she has an improved opportunity for success. In such cases (improved opportunity transfers), the District is given authority to act in the best interest of the District and the employee with regard to the transfer, which includes the right to waive 6.a and 6.b below.
5. **Vacancy:** For purposes of this section, the term "vacancy" shall mean an open position which exists only after in-district transfers are completed, resulting in the need for additional personnel, and upon official posting by the District.
6. **Application for Vacancies and New Positions:** Employees shall apply for position vacancies and new positions through the District's online system.
    a. All vacancies and new positions will be emailed to all employees in the bargaining unit and advertised at the same time to the general public. All positions will be posted for a minimum of five (5) weekdays. The email will be to the employee's school email address.
    b. Posting notices will include all information for application including appropriate deadlines.
    c. All employee applicants meeting the requirements in the posting notice will be screened, and interviews given to at least three (3) current employees if that many apply for the position prior to interviewing outside candidates. In-district applicants will be given first and full consideration but are not guaranteed to be hired for the vacant position.
    d. The District intends to involve non-applicant employees in the hiring process. However, after all discussion is considered, it is agreed that the final decision on which candidate is hired is left to the discretion of the principal.
    e. If an opening occurs within the two (2) weeks before the start of a school year, the District has the prerogative of hiring the best candidate available without having to post the openings for a minimum of five (5) days.

7. **Making Transfers and Filling Vacancies and New Positions:**

    a. All positions shall be filled by the best candidate, based upon the posted qualifications for the position.

    b. In the event the qualifications of applicants are substantially equal, the District shall apply the following priority order when filling positions within the bargaining unit:

    1. Applicants who previously were transferred out based upon surplus and were successful in that same position.
    2. Applicants for voluntary transfer from within the building, including those who are part-time and are applying for a position that would increase their contract time.
    3. Applicants for voluntary transfer from outside the building, but within the District.
    4. Other applicants.

8. **Notification of Assignments:** All employees will be notified of their assignments on or before the end of school, or, except in the case of an emergency, by June 15 at the latest. Any change in that assignment will be given to the employee in writing.

9. **Moving Assistance:** Employees who move from one workstation to another shall not be required to move their books, supplies or equipment.

    a. In recognition of the work involved in suitably packing and unpacking classroom materials, members who change workstations will receive a stipend equal to one (1) day (7.5 hrs.) at the non-instructional rate to pack and one (1) day (7.5 hrs.) at the non-instructional rate to un-pack. Employees required to move rooms with equipment, such as labs, workshops, etc. may receive additional days at the non-instructional rate with administrator approval. Moving activities will occur outside the instructional day to avoid interference with instructional activities.

    b. Teachers who choose to move rooms for personal preference must have administrative approval. This type of move is not eligible for assistance under this provision.

SECTION E. EMPLOYEE PROTECTION

1. **District Insurance:** The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal will provide employees with a written summary of the coverage they have under the provisions of District insurance policies. The District shall notify the President of any changes in insurance coverage.

2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent, and if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee by the Superintendent at the earliest possible time.

3. **Absence Due to Attack:** If an employee is absent from work because of injuries suffered from an attack while in the performance of his/her duties for the Cashmere School District, the current Labor and Industries rulings will determine wages paid to an employee.

SECTION F. COMPLAINT PROCEDURE

1. Any complaint and complainant's name (unless the release of such name is prohibited by court order or state and/or federal law) made against an employee by any parent, student, or other person (including another employee) will be called to the attention of the employee in writing by the employee's next workday or as soon as possible but no later than ten (10) days from the receipt of such complaint. Written notification shall be acceptable should the employee be unavailable to discuss the cause for the complaint.

2. Any complaint not brought to the attention of the employee may not be used as a basis for any disciplinary action against the employee. The employee shall acknowledge receipt of the written complaint by signing a receipt of notice of such complaint without agreeing to the substance of the complaint.

3. The employee shall have the right to Association representation at any meetings or conferences regarding the complaint that may lead to discipline.

SECTION G. HARASSMENT

1. Definitions: For purposes of this Agreement the terms "harass" and "harassment" shall mean words, gestures (including offensive touching), and/or actions which threaten or demean the individual and serve no legitimate professional purpose.

2. Procedure: When an employee believes that he/she has been harassed by supervisors, parents, or employees, and approaches any district official with this concern, these steps will be followed:

    a. The employee must be informed of their rights and allowed the time to consider whether or not to seek the assistance of the CEA for the process.

    b. When an employee believes that he/she has been harassed, he/she must file a written complaint within twenty (20) days of the offense with the district office. Upon receipt of such complaint, the District shall be responsible to conduct a fair and objective investigation of the alleged harassment, which will include an interview with the person filing the complaint.

    c. Should evidence of harassment be found, the District will take appropriate action.

3. Reporting: Within twenty (20) business days of the original notification to the District, the District will give the employee and the Association a written report of the progress of the investigation and findings to date. The employee may request a written update on the progress of the case monthly until the Investigation is closed. At that time, a final investigative report will be sent to both the employee and the Association listing the findings and recommendations.

4. Sexual harassment shall be governed by Board Policy and Procedure 5011.

ARTICLE IV- EVALUATION/PROBATION for CLASSROOM TEACHERS

SECTION A. INTRODUCTION AND INSTRUCTIONAL FRAMEWORK

The Cashmere School District and Cashmere Education Association set out to develop a comprehensive, fair and equitable evaluation system designed to primarily focus on growth for students, teachers and building administrators.

The Cashmere Education Association, the administrative team and school directors of the Cashmere School District have agreed on the University of Washington 5 Dimensions of Teaching and Learning instructional framework (CEL 5 D+), approved by OSPI, which supports this evaluation system. It is research-based and aligned to the 8 state criteria; rubrics have been established for each of the four summative performance ratings for each of the 8 evaluation criteria and will be posted to the district website.

The Cashmere School District and the Cashmere Education Association established evaluative criteria in accordance with Sec. 1. RCW 28A.405.100.

The primary purpose for the evaluation procedures shall be to improve the educational program through a focus on growth. The evaluation system is to be implemented in a manner consistent with good faith and mutual respect and as defined in current legislation:

- An evaluation system that is meaningful, helpful, and objective.
- An evaluation system that encourages improvements in teaching skills, techniques, and abilities by identifying areas needing improvement and provides support for professional growth.
- An evaluation system that encourages 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.

Within each school, the principal and assistant principal shall be responsible for the evaluation of teachers assigned to that school. If the teacher being evaluated is in two buildings, administrators from both buildings may observe the evaluatee but only one administrator will be designated as the evaluator. Staff will be informed of their evaluator by the end of the second week of school.

Should the evaluation requirements for the evaluation of certificated classroom teachers be amended in RCW or WAC, in the year that the amendment(s) occur, the affected sections in this article will be reviewed and revised to the mutual agreement of both the administration and the Association.

SECTION B. DEFINITIONS

Artifacts shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts. NOTE: It is recommended that artifacts will be minimally necessary as artifacts can be gathered through the observation process.

Certificated classroom teacher and teacher - means a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140.

Certificated principal and principal and assistant principal - means a person who is employed to supervise the operation and management of a school as provided by RCW 28A.400.100 and holds certificates pursuant to WAC 181-79A-140.

Certificated support personnel and certificate support person - means a certificated employee who provides services to students and holds one or more of the educational staff associate certificates pursuant to WAC 181-79A-140.

Evaluation - shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.

Evaluation criteria - means minimum evaluation criteria for classroom teachers specified in WAC 392-191A-060, the minimum evaluation criteria for principals specified in WAC 392-191A-150, and the minimum evaluation criteria for certificated support personnel specified in WAC 392-191-020 and 392-191A-210.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework criteria. Evidence should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather a sampling of observed practices and/or data to inform the decision about level of performance. NOTE: It is recommended that most evidence should be gathered through the observation process.

Four-level rating system - means the continuum of performance that indicates the extent to which the criteria have been met or exceeded.

Instructional framework - means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100.

Not Satisfactory - means a classroom teacher's performance is not judged satisfactory if:

- Summative rating of 1: Unsatisfactory - Receiving a summative rating of 1 (Unsatisfactory) is not considered satisfactory performance for any teacher.
- Summative rating of 2: Basic - If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative rating of 2 (Basic) has been received two years in a row or two years within a consecutive three-year period, the performance of the teacher is not considered satisfactory.

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

Professional Support Plan - means to spell out courses of action whereby the continuing contract employee with more than five (5) years' experience shall be assisted, counseled, and tutored to improve performance. Such prescription shall include a system for periodic feedback during the professional support plan provided and funded by the District, and the dates those supports will be in place. The professional support plan is not required for provisional employees.

Rubrics or rubric row - means the descriptions of practice used to capture evidence and data and classify teaching or leadership performance and student growth using the evaluation criteria and the four-level rating system.

Scoring band - means the adopted range of scores used to determine the final summative score for a certificated classroom teacher or principal.

Student growth - means the change in student achievement between two points in time.

Student growth data - means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools. Data is collected within the current school year, as determined by the teacher in collaboration with the evaluator.

Summative performance ratings - means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

SECTION C. APPLICABILITY

The teacher/principal evaluation project (TPEP) only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction for students. If a teacher assignment is questioned regarding applicability, the Cashmere Education Association and Cashmere School District will mutually agree on whether a certificated employee's job duties lend itself to using the CEL 5D+ instructional framework.

SECTION D. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under this Article, the District shall provide professional development relevant to the framework and evaluation process.

1. Each building administrator responsible for evaluations shall have received Stage 1 training before engaging in the evaluation of teachers and Stage 2 training before or during the evaluation of teachers. The District is responsible for having all administrators complete Stage 3 training. The District will also make a concerted effort to revisit inter-rater agreement at least once a year with building level administrators.

2. Each teacher shall receive professional development in order to understand the framework and the evaluation process. Such professional development shall be provided as follows: Each new employee shall receive a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle prior to the first observation. In addition, each new employee can expect professional development (prior to being evaluated) that fosters an understanding of the evaluation process and the instructional framework.

SECTION E. STATE CRITERIA

1. **THE EIGHT CRITERIA OF THE EVALUATION SYSTEM INCLUDE:**

    a. Centering instruction on high expectations for student achievement;

    b. Demonstrating effective teaching practices;

    c. Recognizing individual student learning needs and developing strategies to address those needs;

    d. Providing clear and intentional focus on subject matter content and curriculum;

    e. Fostering and managing a safe, positive learning environment;

    f. Using multiple student data elements to modify instruction and improve student learning;

    g. Communicating and collaborating with parents and the school community;

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

2. **GUIDING PRINCIPLES**

    The following guiding principles shall serve to inform district practice in determining criterion scores:

    a. The primary goal of any system of teacher evaluation is to promote teacher and student growth and learning.

    b. A collaborative relationship between evaluator and evaluatee will be expected and is essential to the evaluation process.

    c. Accurate teacher evaluation requires trained observers using a research-based instructional framework who make accurate assessments of practice based on evidence with inter-rater agreement.

    d. The value of evaluation of practice is to shape the conversations that lead to improved practice.

e. Embedded in the instructional framework is a system for growth in teaching practice.

f. The evaluation process should be a systems approach, provide a vision of powerful instruction through a collaborative culture which results in a continuous and sustainable improvement for instruction and leadership.

g. It is imperative to remain in the formative mindset until the final summative rating is determined.

3. **OPERATING PRINCIPLES**

a. Evidence and artifacts:

1. Both the teacher and the evaluator will contribute to evidence collection conversations necessary to complete the evaluation.

2. The teacher may provide additional evidence and artifacts to aid in the assessment of the teacher's professional performance against the instructional rubric, especially for those criteria not observed in the classroom.

3. The collection of evidence will be accomplished openly and whenever possible, jointly.

4. Up to five (5) work days after the final post observation conference, a teacher has the right to submit artifacts and evidence, however it is not required.

5. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

6. The evidence provided by the teacher will be incorporated in the process and it will be a factor in determining the final summative evaluation score.

b. Record keeping:

All relevant documents used in annual evaluations shall be stored and referenced in the employee's personnel file at the end of the school year.

c. 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 agreed upon by the employee. Such recordings shall be used for evaluation purposes only and will not be shared without the employee's written consent.

4. CRITERIA PERFORMANCE SCORING

a. The following four-level rating system will be used to evaluate certificated classroom teachers and describe performance along a continuum that indicates the extent to which the criteria have been met or exceeded. The performance level ratings are:

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

b. A classroom teacher on a comprehensive summative evaluation shall receive one of the four performance ratings for each of the eight criteria.

c. On a focused evaluation, a summative score is assigned using the summative score from the most recent comprehensive evaluation. 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.

SECTION F. EVALUATION TYPE ASSIGNMENTS (COMPREHENSIVE AND FOCUSED)

The following staff shall receive a comprehensive summative evaluation:

1. All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years.
2. All classroom teachers who are provisional employees under RCW 28A.405.220 shall receive a comprehensive evaluation.
3. Any classroom teacher who received a summative evaluation performance level rating of 1 (unsatisfactory) or 2 (basic) in the previous school year shall receive a comprehensive evaluation.
4. All those not on a comprehensive evaluation shall be on a focused evaluation.

SECTION G. PROVISIONAL TEACHERS

This section applies to any person employed by a school district in a teaching or other nonsupervisory certificated position after June 25, 1976. This section provides the exclusive means for non-renewing the employment contract of a provisional employee and no other provision of law shall be applicable thereto, including, without limitation, RCW 28A.405.210 and chapter RCW 28A.645.

1. **"Provisional Teachers"** are those who are within their first three years of certificated employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

2. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28.A.405.220.

    a. Notwithstanding the provisions of RCW 28A.405.210, every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by the district, unless:

        i. The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or

        ii. The school district superintendent will make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation performance level ratings during the second year of employment by the district. Employees as defined in this section shall hereinafter be referred to as "provisional employees".

    b. In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district for the next ensuing term such provisional employee shall be notified thereof in writing on or before May 15th. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. Written notice will also be provided to the Association.

    c. Every such provisional employee so notified, at his or her request made in writing and filed with the superintendent of the district within ten days after receiving such notice, shall be given the opportunity to meet informally with the superintendent for the purpose of requesting the superintendent to reconsider his or her decision. Such meeting shall be held no later than ten days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three days prior thereto. At such meeting the provisional employee shall be given the opportunity to refute any facts upon which the superintendent's

determination was based and to make any argument in support of his or her request for reconsideration. The determination of the superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.

d. Within ten days following the meeting with the provisional employee, the superintendent shall either reinstate the provisional employee or shall submit to the school district board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefor.

   A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the board of directors. In taking action upon the recommendation of the superintendent, the board of directors shall consider any written communication which the provisional employee may file with the secretary of the board at any time prior to that meeting.

e. The board of directors shall notify the provisional employee in writing of its final decision within ten days following the meeting at which the superintendent's recommendation was considered. The decision of the board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.

f. Provisional teacher observations
   i. All Provisional Teachers in the third year of provisional status 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 (90) ninety minutes.

   ii. All Provisional Teachers who are new to the profession and whose performance is determined to be performance level rating 3 (proficient) or performance level rating 4 (distinguished) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.

   iii. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.

SECTION H. PROCESS FOR COMPREHENSIVE SUMMATIVE EVALUATION

1. PROCESS

Evaluation is a formative and summative process of analyzing evidence as it relates to the researched based instructional framework. The process of surfacing evidence leads to continuous improvement for teaching and learning. The comprehensive summative evaluation must assess all eight evaluation criteria and all criteria must contribute to the comprehensive summative evaluation performance level rating.

Evidence to Component Scoring: Each individual component within a criterion will be scored using a preponderance of evidence by an analysis of data and evidence such as but not limited to observations, conversations, artifacts, student growth, and reflective practice.

Component to Criterion Scoring: Once the components are scored, the evaluator will utilize a raw score methodology table to obtain a criterion score. The table used for this calculation is as follows:

Component to Criterion Scoring Bands

Number of Components	Unsatisfactory	Basic	Proficient	Distinguished
1	1	2	3	4
2	2	3 – 4	5 – 6	7 – 8
3	3 – 4	5 – 7	8 – 10	11 – 12
4	4 – 6	7 – 9	10 – 13	14 – 16
5	5 – 8	9 – 12	13 – 16	17 – 20
6	6 – 9	10 – 14	15 – 20	21 – 24

Criterion to Summative Performance Level Scoring: The rubric for each criterion on the final Comprehensive Evaluation report will be Unsatisfactory (1), Basic (2), Proficient (3), Distinguished (4). A final summative performance level rating will be given based on the total sum of the overall scores of the eight (8) state criteria using the state-based scoring band below:

SCORING BAND:

After each of the eight (8) criterion are scored, evaluators will use the following scoring band to determine final performance ratings for teachers.

Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
8 – 14	15 – 21	22 – 28	29 – 32

2. COMPREHENSIVE EVALUATION STEPS

a. Self-Assessment and Reflection
   i. Each teacher shall reflect on his/her practice and be prepared to have conversations with their evaluator during the pre-observation/cycle of inquiry conference
   ii. This is a personal reflection of practice and shall not be used in the summative comprehensive or focused end of year evaluation.
   iii. The self-assessment and reflection shall serve as a tool for the goal setting process and cycle of inquiry area of focus.

b. Goal Setting and Cycle of Inquiry Area of Growth
   i. Each teacher shall combine his/her self-assessment, student classroom data, and conversations with their evaluator and establish a cycle of inquiry area of focus and student growth goals. Student growth goals can be interrelated or "nested."
   ii. The cycle of inquiry area of focus and student growth goals shall be completed by the teacher prior to the pre-observation conference by using the cycle of inquiry area of growth template provided in Appendix D.
   iii. During the pre-observation conference, the evaluator and the teacher shall finalize and mutually approve the cycle of inquiry area of focus and student growth goals.
   iv. The student growth goals and cycle of inquiry area of focus may be conducted with a grade level, school level, or instructional team.

c. Pre-Observation
   i. Prior to the scheduled formal observations, the teacher shall meet with their evaluator.
   ii. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the cycle of inquiry area of focus, the professional activities to be observed, content, objectives, and strategies of the lesson, the length of the observation, and possible observable evidence to meet the scoring criteria. The cycle of inquiry area of focus shall drive the discussion at the pre-observation conference.

3. The evaluator shall conduct the observation within five (5) school days of the pre-observation conference unless otherwise agreed upon by evaluator or administrator.

d. Observation

i. There are two "cycles" of formal and informal observations consisting of at least two observations for a total of least sixty minutes throughout the year. Provisional employees on their third year of employment shall have at least 3 observations consisting of at least 90 minutes throughout the year.

ii. The first of at least two (2) prearranged formal observations for each teacher shall be conducted by December 15. The second of two (2) formal prearranged observations will occur no sooner than six weeks after the first formal observation unless mutually agreed upon by the teacher and his/her evaluator so that reasonable time can be provided for continuing professional growth.

iii. Formal observations will not take place on early release or late start days, the day before or after winter or spring break, holidays and on days of an assembly or modified schedule, unless otherwise agreed to by the teacher.

iv. The evaluator shall enter evidence (including artifacts) from observations.

v. The evaluator or teacher may initiate additional informal or formal observations utilizing the steps described in Section H above with or without pre- and post-observation conferences.

vi. This does not preclude general school-wide walkthroughs and drop-ins from administrators.

e. Post-Observation

i. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric and to discuss areas of strength and opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance, including, but not limited to, evidence related to those criteria not observed in the classroom. Upon request by the teacher, the evaluator's notes will be shared with the teacher prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within five (5) school days of the formal observation.

ii. Evaluators will communicate teacher's preliminary performance ratings and or status in each of the components and criterion during the post observation conference. If a teacher is at risk of being rated basic (2) or below, the evaluator must schedule a time to meet with the teacher after each round of observations.

iii. For any informal observation, when there is no post-observation conference, any concerns of the evaluator shall be communicated in writing to the employee within five (5) school days. Either party may request a post-observation conference and the conference shall be granted.

3. **STUDENT GROWTH**

a. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include the following tools:

i. Classroom-based

ii. School-based

iii. District-based

iv. State-based (within school year)

b. Student growth data elements may include:

1. The teacher's performance as a member of a grade-level team, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.

2. The teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

c. Student Growth Impact Rating of Teachers on a comprehensive evaluation: Upon completion of the summative criteria scoring process, the evaluator will combine only the student growth rubric scores that are embedded in the instructional framework. These five (5) components are SG 3.1, SG 3.2, SG 6.1. SG 6.2, and SG 8.1. The raw score is the sum of these components, which determines the student growth impact rating as follows:

SCORING BAND:

Low	Average	High
5-12	**13-17**	**18-20**

4. **STUDENT GROWTH INQUIRY-** Pursuant to WAC 392-191A-100

Within two months of receiving the low student growth impact rating or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, District and state-based tools and practices.

b. Examine extenuating circumstances which will include one or more of the following:

i. Goal setting process

ii. Content and expectations

iii. Student attendance

iv. Extent to which standards, curriculum and assessment are aligned

c. Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics:

i. Student growth goal revisions

ii. Refinement and progress

iii. Best practices related to instruction areas in need of attention

iv. Best practices related to student growth data collection and interpretation

d. Create and implement a professional development plan to address student growth areas.

5. **FINAL COMPREHENSIVE SUMMATIVE EVALUATION CONFERENCE**

a. If any provisional staff receives a final comprehensive summative score of Level1 (unsatisfactory) or Level 2 (basic), the evaluator and teacher shall meet, no later than May 1, to discuss the teacher's final comprehensive summative score. The evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory.

b. If any continuing staff receives a summative score of Level 1 (unsatisfactory) or Level 2 (basic), the evaluator and teacher shall meet no later than May 1 to discuss the teacher's final comprehensive summative score. The evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory.

c. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not 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.

No evaluator, principal, or other supervisory personnel will evaluate a teacher without having received training in evaluation procedures; including observation and the use of the specific instructional framework and rubric contained in this agreement. All certificated classroom teachers will be evaluated by an evaluator who holds a valid certificate.

SECTION I. FOCUSED EVALUATION OPTION

1. **PROCESS**

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance level rating 3 (proficient) or above in the previous school year will be evaluated using the focused evaluation.

A teacher may only stay on the Focused Evaluation Option for five (5) consecutive years before returning to the comprehensive evaluation. However, the teacher or evaluator may initiate a move from the Focused Evaluation Option back to the Comprehensive Summative Evaluation. If the evaluator is initiating the move back to a comprehensive evaluation, a conference shall be conducted and rationale and evidence for the decision shall be cited. Should an evaluator or teacher initiate a change back to a comprehensive evaluation for that school year, the parties impacted by this change must be informed of this decision in writing any time on or before December 15th. A full cycle of inquiry must be completed prior to a decision to move a teacher from a focused to a comprehensive evaluation.

Pursuant to WAC 392-191A-110:

a. School districts must ensure that all classroom teachers are observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties.

b. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.

c. School districts must ensure that all certificated classroom teachers who are subject to a focused evaluation are observed for a period of no less than sixty minutes during each school year.

Pursuant to WAC 392-191A-120, the conduct of the focused evaluation of classroom teachers must include, at a minimum, the following:

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

b. The selected criterion shall be initiated by the teacher and approved by the evaluator. The selected criterion may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.

c. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, classroom teachers will select student growth components from either criterion 3 or 6 student growth rubrics.

d. A summative performance level rating is assigned using the summative score from the most recent comprehensive evaluation. 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.

2. **FOCUSED EVALUATION STEPS:**

a. Self-Assessment and Reflection
   1. Each teacher shall reflect on his/her practice for only the selected focused evaluation area and be prepared to have conversations with their evaluator during the pre-observation/cycle of inquiry conference.
   2. This is a personal reflection of practice and shall not be used in the summative comprehensive or focused end of year evaluation.
   3. The self-assessment and reflection shall serve as a tool for the goal setting process and cycle of inquiry area of focus.

b. Goal Setting and Cycle of Inquiry Area of Growth
   1. Each teacher shall combine his/her self-assessment, student classroom data, and conversations with their evaluator and establish a cycle of inquiry area of focus and student growth goals.
   2. The cycle of inquiry area of focus and student growth goals shall be completed by the teacher prior to the pre-observation conference by using the cycle of inquiry area of growth template provided in Appendix D.
   3. During the pre-observation conference, the evaluator and the teacher shall finalize and mutually approve the cycle of inquiry area of focus and student growth goals.
   4. The student growth goals and cycle of inquiry area of focus may be conducted with a grade level, school level, or instructional team.

c. Pre-Observation
   1. Prior to the scheduled formal observations, the teacher shall meet with their evaluator.
   2. The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, content, objectives, and strategies of the lesson, the length of the observation, and observable evidence. The cycle of inquiry area of focus shall drive the discussion at the pre-observation conference.
   3. The evaluator shall conduct the observation within five (5) school days of the pre-observation conference.

d. Observation
   1. There is one "cycle" of inquiry consisting of at least one thirty (30) minute formal observation during the school year. The prearranged formal observations for each teacher shall be conducted by the end of the first semester.
   2. The evaluator or teacher may initiate additional formal or informal observations to meet the sixty (60) minute observation requirement utilizing the steps described in section 9 above. These informal observations may be with or without pre- and post-observation conferences. Any concerns surfaced during an informal observation shall be communicated in writing to the employee within five (5) school days.
   3. In addition, evaluators and teachers may initiate mutually agreed upon professional learning activities connected to their cycle of inquiry area of focus and or student growth goals to count towards the remaining thirty (30) minutes of required observation time. This may include activities such as conversations with evaluators and other educators, mentoring, professional development, peer to peer learning, coaching and evidence collections.
   4. The evaluator will enter evidence (including artifacts) from observations.
   5. This does not preclude general school-wide walkthroughs and drop-ins from administrators.

e. Post-Observation
   1. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric and to discuss strengths and opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance, including, but not

limited to, evidence related to those criteria not observed in the classroom. Upon request by the teacher, the evaluator's notes will be shared with the teacher prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the final written observation report within five (5) school days.

2. Either party may request a post-observation conference. If requested, the conferences shall be granted.

SECTION J. PROFESSIONAL SUPPORT FOR BASIC AND UNSATISFACTORY

1. SUPPORT FOR PROVISIONAL EMPLOYEES PRIOR TO NON-RENEWAL

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. A good faith effort shall include:

a. The District shall provide written notice to the Association when support begins for an employee.

b. Written feedback to the employee regarding deficiencies with recommendations or directives for improvement that include examples or strategies where appropriate.

c. A completed comprehensive evaluation conducted in accordance with Section H.

d. Written notice of intent to non-renew will be provided to the teacher and the Association prior to May 15.

e. The district may elect to provide additional services and support to provisional employees to help them make progress toward remediating deficiencies prior to non-renewal.

2. SUPPORT FOR CONTINUING EMPLOYEES (PRIOR TO PROBATION)

A Professional Support Plan (not a probationary plan) shall offer support provided and funded by the district. A Professional Support Plan for continuing contract employees will identify the specific evaluative areas needing growth based on criteria, components, and indicators and the desired performance expectations. Additionally, the plan will provide for periodic performance feedback during that school year.

In such cases that a teacher on a continuing contract is judged below three (3) Proficient, a professional support plan shall be provided by the Cashmere School District. The professional support plan developed by the evaluator in collaboration with the teacher may include, but is not limited to:

a. A mentor, experienced with the level (e.g. elementary, secondary) of the teacher to work with the teacher during the duration of the professional support plan. Mentor will be compensated for this extra work.

b. Up to three days of release time to observe and/or be observed by other teachers in the district.

c. Relevant professional development courses and/or materials. For example, if the teacher is struggling with classroom management, they could receive professional development on classroom management and discipline procedures.

d. Access to online training materials that support areas needing growth.

e. Additional observations and evidence support on the areas of deficiencies.

The District will notify the association when a continuing contract employee is judged below a three (3) after their final summative performance level rating. Additional supports may be discussed and added by mutual agreement of the teacher and evaluator.

SECTION K. PROBATION

At any time after October 15th, a non-provisional classroom teacher whose work is judged not satisfactory based on the district scoring criteria for the completed comprehensive summative evaluation, shall be

placed on probation and notified in writing of the specific areas of deficiencies along with a written reasonable program for improvement.

1. A classroom teacher's work is not judged satisfactory if the comprehensive summative evaluation performance level is:

    a. Summative Performance Level Rating 1 (unsatisfactory); or

    b. Summative Performance Level Rating 2 (basic) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Comprehensive Summative performance rating is 2 (basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

2. In the event that an evaluator determines on the basis of the evaluation criteria, 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:

    a. The evaluation report prepared pursuant to the provisions of Section H; and

    b. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

3. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status.

    a. Before being placed on probation, the Association and the teacher shall be given notice of action by the Superintendent.

    b. During the period of probation, the employee will not be transferred from the supervision of the original evaluator.

    c. The Cashmere Education Association may elect to bring in an outside professional to observe, advise, and assist the teacher while on probation.

    d. Sufficient improvement of identified deficiencies or a new Summative Performance Level Rating 3 (proficient) must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

    e. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a probationary program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level Rating 2 (basic).

    f. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate sufficient improvement (rating of proficient) in his or her areas of deficiency.

    g. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. The notice of action shall contain the following information:

        i. Specific areas of performance deficiencies identified from the instructional framework;

        ii. A suggested specific and reasonable probationary program for improvement;

        iii. A statement indicating the duration of the probationary period.

        iv. A probationary (program for improvement) will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation and will include supports, listed in *Section J -*

Professional Support Plan for Basic and Unsatisfactory, provided and funded by the district, and the dates that those supports will be put in place.

4. Evaluation within the Probationary Period (Within 60 days)

   a. At or about the time of 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.

   b. Once the areas of deficiency and criteria for improvement have been determined, they will not be changed without evidence and notification to the Association.

   c. 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. The provisions of *Section H - Comprehensive Evaluation,* above shall apply to the documentation of Observation reports during the probationary period.

   d. The probationary teacher may be removed from probation at any time if he/she has demonstrated sufficient improvement in those areas specifically detailed in his/her notice of probation.

   e. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving their area of deficiency(ies). Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational services district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed during an otherwise good faith performance of an evaluation. Procedural errors occurring during a program for improvement do not invalidate the effectiveness of the plan or the ability to evaluate the probationer's performance.

   e. If a procedural error occurs in the implementation of a professional support plan, the error does not invalidate the probationer's professional support plan or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

5. A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance level rating of:

   a. Summative Performance Level 2 (Basic) or above for a provisional employee or a continuing contract employee with five or fewer years of experience; or

   b. Summative Performance Level 3 (Proficient) or above for a continuing contract employee with more than five years of experience.

6. 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

7. Evaluator's Post-Probation Report

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

   a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

   b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify an extension of the probationary status. This should be accompanied by a letter identifying areas where further improvement is required; or

c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment of the teacher.

8. Action by the Superintendent

a. Following a review of the evaluator's post-probation report, the Superintendent shall determine which of the courses of actions is proper and shall take appropriate action to implement such a determination.

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

c. Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teachers file for the length of time mandated by State law and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed upon request.

d. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance level ratings specified in Section K.5.

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

SECTION L. NON-RENEWAL (DISCHARGE)

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

SECTION M. APPLICABILITY TO GRIEVANCE PROCEDURE

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

ARTICLE V- EVALUATION/PROBATION for NON-CLASSROOM TEACHERS

SECTION A. AUTHORITY

All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW-28A.405.220, WAC 392-191 and this Agreement.

SECTION B. DEFINITIONS

1. The term **"Observation"** shall mean the actual viewing by the evaluator of the employee working in assigned areas during a specific period of time as a part of the evaluation process.

2. The term **"Observation Report"** shall mean a written summary of the observation. Such observation report(s) shall be the primary basis for the "Evaluation Report." (Appendix H).

3. The term **"Evaluation"** shall mean a summary of the results of observations of the employee during the evaluation process, as well as performance of other professional duties in the school setting.

4. The term **"Evaluation Report"** shall mean that document which becomes a part of the employee's personnel file. These documents are attached to and made part of this Agreement as:
    - Appendix I. Educational Staff Associate Final Evaluation Report (Short Form)
    - Appendix J. Librarian Final Evaluation Report (Short Form)
    - Appendix K. Educational Staff Associate Final Evaluation Report (Long Form)
    - Appendix L. Librarian Evaluation Report (Long Form)

5. The term **"Evaluation Process"** shall mean that process which begins with the distribution of evaluation criteria by evaluators to each employee at the beginning of each school year. The process ends with the placement of the Evaluation Report into the employee's personnel file.

6. The term **"Evaluation Criteria"** shall mean that list of criteria set forth and made a part of this Agreement as included in Appendix K. for Educational Staff Associate and as Appendix L. for Librarians.

7. The term **"Evaluator"** shall mean the building principal of the employee being evaluated, provided that assistant principals may serve under the direction of the building principal as evaluators. In the event the employee being evaluated does not work under the direct supervision of a building principal, the Superintendent shall designate a certificated administrator who meets the requirements for evaluators set out in law and this Agreement, so long as such administrator is made known to the employee as his/her evaluator administrator.

8. The term **"Observer"** shall mean that administrative employee of the district charged with the responsibility to evaluate employees during that portion of the evaluation process that he/she is performing the observation function. It is agreed that all administrators in a school who have been trained in evaluation/supervision may be named as observers and may provide observation information to the administrator designated as the evaluator.

9. The term **"Educational Staff Associate"** shall mean that sub-group of employees who are not classroom teachers, including but not necessarily limited to Librarians, Counselors, Psychologists, Speech Therapists, Occupational Therapists and Physical Therapists.

SECTION C. PURPOSE

The purposes of evaluation shall be:

1. **Identify Satisfactory Performance:** To identify, in consultation with employees, specific areas in which the professional performance of each employee is satisfactory.
2. **To Assist:** To assist employees who have identified areas needing improvement, in making those improvements.
3. **Remediation:** To identify employees whose professional performance is unsatisfactory and for whom remediation is needed.

No employee shall be harassed or negatively affected in any way due to a request by the District to self-evaluate, evaluate a fellow employee or the educational process.

SECTION D. QUALIFICATIONS OF EVALUATORS

All evaluators must have been adequately trained in this evaluation system and process.

SECTION E. INITIATING THE EVALUATION PROCESS

Within the first ten (10) days of each school year, or, in the case of new employees hired after the beginning of the school year, within ten (10) days of hire, evaluators shall meet with employees to review and discuss the evaluation process, options, criteria and forms. Where appropriate, evaluators may use group meetings for this purpose. At this meeting each employee shall be informed of his/her observer, evaluator, evaluation options and probable schedule of observations and evaluations, and given a copy of the Evaluator/Supervisor Notification Form, a copy of which is attached to and made a part of this Agreement as Appendix E. Within ten (10) days following this meeting each employee shall complete the Evaluator/Supervisor Notification Form and return it to his/her evaluator. In addition, the evaluator and employee shall mutually agree on the employee's professional goals for the year. This goal setting meeting shall be completed by October 15.

SECTION F. PROVISIONAL EMPLOYEES

1. **Definition:** The term **"Provisional Employee"** shall mean a beginning teacher who is in his/her first three (3) years of employment with the District; or, one (1) year of employment with the District for any experienced teacher who returns to employment with the District after an absence, or who returns to employment with the District within the bargaining unit.
2. **Frequency of Evaluation:** Provisional employees shall be evaluated no less often than two (2) times during their first (1st) year of employment. The first (1st) such evaluation must be completed within the first (1st) ninety (90) days of employment. The final evaluation shall be completed no later than June 1.
3. **Observations:** Provisional employees shall be observed for the purpose of evaluation no less than twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length.
4. Provisional employees shall be subject to the provisions of RCW 28A.405.220 and Article IV, Section F of this Agreement.

SECTION G. SHORT FORM EMPLOYEES

1. **Definition:** The term **"short form employee"** is any employee who has been employed by the District for four (4) years with satisfactory evaluations, provided that any such employee may opt out of short form status for any full year, and the long form must be used.
2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per year, which evaluation shall be completed no later than June 1.

3. **Observations:** Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes.
4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".
5. **Removal from Short Form:** If the evaluator or employee has reason to believe the short form option should be dropped during the year, written notification must be given of the reasons for the decision by February 1.

SECTION H. LONG FORM EMPLOYEES

1. **Definition:** The term **"long form employees"** shall be those employees who are provisional with the District, who are not on probation, and who do not qualify for short form evaluation.
2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than June 1.
3. **Observations:** Long form employees shall be observed for purpose of evaluation no less than two (2) times for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

SECTION I. GENERAL REQUIREMENTS

1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's assigned work site.
2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.
3. **Copy and Response:** A copy of each observation shall be given to the observed employee within five (5) days of the observation. A copy of the evaluation shall be given to the employee by June 1. Within ten (10) working days, the employee may submit written comments concerning the report, which shall be attached to the report in the employee's file.
4. **Observations:** Evaluators shall have personally conducted at least one (1) of the two (2) observations upon which each evaluation is based. Said observation shall be of no less than thirty (30) consecutive minutes.
5. **Working Files:** Principal's working files shall be purged at the end of each school year or no later than June 30.
6. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement and reasonable time and opportunity for improvement.

SECTION J. PRE AND POST CONFERENCES

1. **Optional Observation Conference:** The evaluator and employee may meet for a pre and post conference for one (1) of the two (2) required observations under the long form option. During the pre-conference the evaluator and the employee shall fill out the Planned Observation Form (Appendix H) and mutually agree on the observation tool to be used during the observation.

   Employees shall have the opportunity to provide additional information to aid the observer/evaluator in completing the report, and make suggestions for the next observation.

2. **Time and Place:** Conferences shall be held within the timelines set out in this Agreement at times and places mutually determined by the evaluator and the employee.

SECTION K. PROFESSIONAL GROWTH OPTION (PGO)

1. **Definition:** The term **"Professional Growth Option (PGO)"** shall mean a voluntary plan by an employee designed to improve that employee's professional performance according to the criteria set forth below. Any employee with four (4) consecutive years of satisfactory evaluations with the previous year being satisfactory in every criterion is eligible for participation in the PGO.
2. **Purpose:** The purpose of the PGO is to assist employees in self-guided professional development toward self-selected professional development goals In order to encourage enhancements and improvements in teaching skills, techniques and abilities. Professional growth is the desired outcome of the PGO. Collaborative interaction is encouraged. PGO's are intended to provide employees with support for the risk-taking inherent in trying new ideas. The PGO may not be used as a basis for determining that an employee's work is unsatisfactory, or as probable cause for the nonrenewal of an employee's contract.
3. **Plan:** Employees intending to develop a PGO shall note such intention on the Evaluator/Supervisor Notification Form (Appendix E). Such plan shall be developed, maintained, and executed cooperatively between the employee and the administrator.
4. **Funding:** The District shall provide a fund of four thousand dollars ($4000.00) for employees on the PGO. Employees may apply through the principal to the Curriculum and Instruction Leadership Council (CILC) for approval and funding of projects.
5. **Records and Materials:** In addition to the plan itself, materials, records and/or portfolios developed as a result of an employee's participation in a PGO, whether or not funded by the District, shall be the sole property of the employee and the District, but shall not be retained in the employee's personnel file or used by the district in any way in its evaluation of the employee.
6. **Procedures:**
    a. During the months from September through March and through April15, employee participants and supervisors shall meet to discuss the employees' potential goals and complete the planning work sheet (attached herein as Appendix R). By April 15, all requests for PGO's shall be submitted for funding to the Curriculum and Instruction Leadership Council (CILC) for approval of funding. Employees should have in mind the goals, the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goals. The number of goals is less important than the quality of goal(s) that are set. Goals may include:
        i. Employee Goals: Directly related to teaching.
        ii. Student Goals: Related to desired student outcomes.
        iii. Program Goals: Related to curriculum development and committee involvement.
        iv. Personal and Professional Goals: Related to areas where the employee would like to grow either professionally or in a personal area of expertise.
    b. One or more of the following sources of information shall be used by the employee in developing PGO plans:
        i. Peer review and evaluation.
        ii. Input by Parents.
        iii. Input by students.
        iv. Personal and/or professional goals.
        v. District goals.

vi. Building goals.

vii. Self-assessment.

viii. Personal academic records.

ix. District evaluations.

x. Portfolios.

c. During the spring, new PGO participants for the following year shall commit to attend an inservice regarding goal setting, communication and improvement of instruction. This inservice will allow employees, where applicable, to plan summer activities related to their potential goals.

d. Throughout the year, the employee and supervisor shall meet to discuss collaboratively the progress on goals. (Minimum of two (2) meetings).

e. No later than May 15, a final meeting shall be held to analyze data and review the success of the goals. At this meeting, the Professional Growth Option Verifications form shall be compiled collaboratively to be submitted to the District personnel file. At this meeting, the supervisor will verify that the employee has met state statutory requirements and certify the completion of the form.

SECTION L. PROBATION

1. **Notice:** In the event that an employee's work is judged to be unsatisfactory, the Superintendent shall notify the employee in writing on or before February 1 of the academic year of the specified area(s) of deficiency along with a suggested, specific, and reasonable program of improvement based upon the evaluation criteria and procedure. This written notice shall advise the employee of the establishment of a probationary period beginning on February 1 and ending no later than May 1. The notice to the employee shall be signed by the Superintendent.

2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency.

3. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee.

4. An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

5. **Removal:** The employee may be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1.

6. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15 of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.220.

7. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.

ARTICLE VI - REDUCTION IN FORCE, PROCEDURES AND CRITERIA

SECTION A. POLICY

The District, insofar as possible, shall protect the professional integrity of all employees whose contracts are not renewed as a result of application of the procedures and criteria provided herein. Non-renewal of their contracts shall not reflect in any way or be considered as a comment on their professional competency or ethics. The District shall assist the employees in finding positions of equal status in this or another district.

SECTION B. PROCEDURE

1. **Determination of Reduced Program:** If the District is confronted with a levy failure, possibility of a levy failure, reduction in student enrollment, loss of funds, or other causes which may result in a reduction in the educational program and the number of employees in the District, the Board and the administrative staff of the District shall follow the sequence of steps below in assessing the degree of the financial shortage and steps to be taken:

   a) Review of student needs and the scope of the educational program to meet requirements (local, state and federal)

   b) Determination of the funds available from local budget, state funds, federal funds and special grants-calculation of the shortage of funding to meet financial needs

   c) Review of current budget to determine where non-personnel expenditures can be reduced and still permit safe, legal operation of the schools

   d) Definition/description of a reduced educational program that will meet legal requirements and student needs

   e) Description of the positions necessary to carry on and adapt to the newly revised program

   f) Explicit definition and evaluation of the impact of the reduced program upon the certificated staff of the District

   g) An analysis by the administrative staff of the total number of employees leaving the District for reasons of retirement, family transfer, normal resignations, leaves of absence or discharge and/or those in provisional employee status

   h) Design of a plan to fill the openings created from the changes immediately described above with certificated employees currently employed by the District

   i) In considering and determining whether or not a certificated employee should be retained to fill a particular position or should be given notice of probable cause or causes for non-renewal of his/her contract under the procedures provided above, the following factors shall be considered: Application by administrative staff of the criteria described below to determine tentatively who will be placed in what positions where people will be transferred or reassigned:

      - Academic preparation for such position or similar positions, including the current requirements from the Office of the Superintendent of Public Instruction regarding endorsements and teacher assignments as provided in WAC 181-82 and other applicable laws/regulations such as Highly Qualified requirements; and
      - Experience in such position or similar position in district; and
      - If two or more certificated employees are deemed equally qualified to handle a position under the criteria above, the determination will take into account the time of service in such position or similar position in the State of Washington.
      - The assignment of staff members will be determined using the standard of placing employees in the· positions that will provide maximum academic strength, educational experience and social development for students.

j) Further determination as to what additional preparation for certain employees might be needed to fit a new assignment and the practicality of completing the training by the beginning of the coming school year

k) Preparation by the administrative staff of a plan for the revised educational program, the tentative assignment and reassignments necessary to offer the program

l) Recommendation of a tentative program and estimate of positions under this reduced program shall be referred to the Board by the Superintendent

Thereafter, if determined necessary, the Superintendent shall make a determination of probable cause or causes for non-renewal in accordance with RCW 28A.405.210, based on the criteria herein set forth.

1. **Legal Notices:** Legal notices shall be sent as soon as possible (in all cases, prior to May 15) to the affected individuals as stipulated under the section of this agreement concerning the non-renewal of contracts in accordance with RCW 28A.405.210.

2. **Re-Employment Pool:** Any certificated employee, upon hearing of the administrative recommendations as provided in paragraph 1 above, or of the determination that probable cause exists for non-renewal of his/her employment contract, may request and be entitled to receive a leave of absence for the ensuing school year by filing a written request no later than May 30th. Any employee taking such leave shall be placed in the employment pool. If it is necessary to apply this policy for the school year following that during which a certificated employee is on leave as provided herein, this policy shall then be applied to determine if probable cause exists for not renewing such employee's contract.

   Any certificated employee given notice that his/her contract will not be renewed at the end of the current school year, or taking leave as provided herein, shall receive preferential treatment in filling vacancies for which they are qualified. All employees given notice of non-renewal or taking leave shall be placed in an employment pool for possible employment for a period extending to the commencement of the first school year after that for which they took leave or were non-renewed, or for an additional school year, if requested in writing, on or before April 1, preceding such year.

   When a vacancy occurs, notification thereof shall be given by the school district to all employees in the pool by certified mail, return receipt requested, to the last known address of such employee or by personal delivery of such written notification to such employee. Any employee shall have ten (10) calendar days from receipt of such written notice to request consideration for the vacant position.

   Such vacancy shall be filled from the employment pool by the employee determined to be qualified by the Board, applying the criteria herein, to fill such vacancy. Priority and competency of all employees requesting consideration for a vacant position shall be determined by the Board following a consideration of the same factors and in the same order as enumerated in the criteria contained herein.

3. **Substitute Pool:** If any certificated employee in the employment pool desires to be considered for substitute work, he or she shall advise the Board in writing. Any such employee shall then be placed in a substitute pool with first priority for substitute work for which they are deemed competent under the criteria herein.

SECTION C. CRITERIA

In considering and determining whether or not a certificated employee should be retained to fill a particular position or should be given notice of probable cause or causes for non-renewal of his/her contract under the procedures provided above, the following factors shall be considered:

1. Past performance as indicated by the annual evaluation report of such certificated employee.
2. Academic preparation for such position or similar positions; and
3. Experience in such position or similar in district position.

If two or more certificated employees are deemed equally qualified to handle a position under the three (3) criteria listed above, determination of the teacher to be retained shall be based upon time of service in the public schools of the State of Washington.

ARTICLE VII - INSTRUCTION

SECTION A. PREPARATION TIME

The Parties acknowledge that an employee's primary responsibility is to teach and that his/her energies should, to the greatest extent possible, be utilized to this end. Therefore, the District shall not require employees to supervise regularly scheduled recess and lunch duty, where such responsibilities may be capably performed by paraprofessionals or other qualified persons.

Employees shall receive preparation time in the following manner:

Preschool	200 minutes per week
Kindergarten	200 minutes per week
Grades 1 - 4	200 minutes per week
Grades 5- 12	1 class period per contract day

Prep time shall include at least one thirty-five (35) minute block each day. Employees who are less than full- time employees shall be prorated in terms of time given for preparation or time required to be present before or after school according to the percent of full-time assignment they hold.

1. **Use:** The use of preparation time shall be for professional purposes as determined by the employee. Employees shall have the right to use for preparation time any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist.
2. **Loss of Preparation Time:** An employee shall not be asked to assume the responsibility of another employee's class during his/her preparation time, except in unforeseen emergencies, or when, because of time limitations, arrangement for regular substitutes cannot be made. Any employee who is required to cover another employee's classroom assignment due to co-curricular activities or school related activities shall receive thirty dollars ($35) per assignment. Any employee who is requested to cover two (2) classes at one time will be paid per-diem for that time. Every effort will be made to balance the loss of preparation time due to schedule changes, for example late starts, early release, assemblies, parent conferences, and state assessments.
3. **30/30 Bar:** The 30 minutes before students arrive and the 30 minutes after students depart is not to be computed as a part of the preparation time defined above, but is to be used by employees as additional preparation time, time for giving students extra assistance, conferences, consultations, faculty meetings, supervision and similar professional purposes.

SECTION B. WORKLOAD

1. General Education

a. **Limits:** The District shall set workload limits as follows (including elementary specialist's classes):

Elementary	Maximum
Preschool	18
Kindergarten	22
First Grade	23
2nd-4th Grades	25
K-4 Specialists	25
Combined Rooms	25

Middle School	Maximum
5th – 8th Grades	28
5th – 8th PE	34

High School	Maximum
9th – 12th Grades	28

9th – 12th Block Classes	32
9th – 12th Grade PE Block Schedule	34

In the first five days of the first and second semester, a count shall be taken in each class in each building. A district-wide meeting shall then follow to include the Superintendent, Business Manager, Building Principals, Building Representatives and Union President to evaluate any overloads occurring.

Laboratory (shop, home economics, science, computer, etc.) and PE class sizes shall be determined and reviewed at the district-wide meeting listed above, taking into consideration, the number of learning stations, available equipment and safety factors. Music classes shall also be reviewed, by the committee to ensure quality delivery of services to the students involved. The building principal's decision shall be final.

The Cashmere School District and the Cashmere Education Association recognize a growing number of students with special needs. This includes, but is not limited to, students with medical needs, English Language Learners, and students with behavioral challenges. The district/building administrator will take this into consideration when finalizing student placement in an effort to maximize learning and teaching. Student placement will be reviewed, as requested by either party, to ensure quality delivery of services to students.

b. **Exceeded Limits:** In the event a class size is exceeded, (i.e., enrolled students who have actually attended), for five (5) consecutive school days, the following shall apply: The District shall have ten (10) student days to reduce the class size without increasing costs which may include transferring students, restructuring classes to create grade level combinations, or any other educationally sound possibilities. If no solution is reached within the ten (10) days, employees shall be paid the following amounts retroactive to the first day of the overload:

- Elementary: $9.00 per student per day
- Elementary Specialist: $1.50 per student per class
- Middle School: $2.00 per student per period
- High School: $2.00 per student per period

An option is to hire additional staff (either classified or certificated). The classroom teacher(s) so affected and the building principal (Superintendent may be included as needed) will meet to discuss and recommend solutions. Such solutions will be finalized by completing the Exceeding Class Size Limits Form (Appendix P).

2. Special Education

Since the nature of the work of each category of special education staff is unique, the Special Education Director and special education staff will review and communicate about caseload, at least quarterly, or as needed. The purpose of the review will be to evaluate programming and communicate caseload concerns and recommendations. Either the special education staff or the Director may make recommendations.

Before a change of placement occurs for a student with an IEP, the employee working with the student will be informed of the student's needs according to their IEP.

a. **Definitions**
Case Management, or **Case Manager** means the certificated employee who has primary responsibility for managing a student's IEP; **Caseload** is the actual number of students for whom the teacher provides services. It does not include IEPs for which the employee only provides related monitoring or consult services.

b. **Procedure for Maintaining Reasonable Caseload**
The building principal and special education certificated staff member(s) will meet within five (5) workdays when concerns are brought forward and discuss possible solutions. Recommendations will be forwarded to the Director.

Should the caseload concerns of a special education employee require relief, the following options will be considered:

- Assistance in developing teaching strategies
- Additional supplies/materials/equipment
- Additional release time for planning
- Other forms of non-staffing assistance
- Redistribution of caseload and/or case management duties
- Reassignment of certificated staff
- Added classroom paraeducator time
- Specialist/consultant services
- Additional certificated staff
- Other mutually agreed-upon solution between the teacher and Special Education Director

c. **Case Management/Caseload Limits** (per 1.0 FTE employee)

Elementary Adaptive (self-contained)	12
Secondary Adaptive (self-contained)	12
Elementary Resource	29
Secondary Resource	33
Speech Language Pathologists	55
Occupation Therapists	40
Physical Therapists	40
School Psychologist	65 Evaluations/Re-evaluations

d. **Exceeded Limits**

- Adaptive teachers will receive $9.00 per student per day if they are over the caseload limit.
- Resource teachers will receive $2.00 per student per day if they are over the caseload limit.
- Certificated Occupational Therapists, Physical Therapists, and Speech Language Pathologists will receive $2.00 per student per day if they are over the caseload limit.
- Certificated School Psychologists will receive $500 for each evaluation or re-evaluation beyond the caseload limit. The District will make every effort to have no more than 75 evaluations/re-revaluations in any school year.

An individual employee's limit will be increased by one (1) student for every one hour per day of trained paraeducator time assigned to help students.

e. **Case Management Compensation**

Classroom Teachers

Special Education teachers (including Pre-K) will receive the equivalent of twelve (12) days of per diem pay to compensate for case management responsibilities that fall outside of the workday for data collection and analysis, reporting, writing IEP goals, IEP meetings, etc.

Nine (9) of these days will be paid via supplemental contract, however, documentation of the hours worked must be submitted at the end of the school year. The remaining three (3) days may be time-sheeted or taken as substitute days in lieu of per diem payment, provided a substitute is available. To qualify for these days, the IEP must be completed and turned in to the Special Education Director's office on time and meet District standards and/or be ready for submission to safety net.

Specialists

- Occupational Therapists (OT) will receive the equivalent of ten (10) days of per diem pay.
- Speech Language Pathologists (SLP) will receive the equivalent of ten (10) days of per diem pay.
- Physical Therapists (PT) will receive the equivalent of ten (10) days of per diem pay.
- School Psychologists will receive the equivalent of ten (10) days of per diem pay.

These days shall be paid via supplemental contract, however, documentation of the hours worked must be submitted at the end of the school year. These days will be prorated based on FTE and paid at the employee's per diem rate.

f. **Collaboration with Other Staff**
The parties recognize the need for collaboration between employees regarding the specific learning needs of students identified as needing services. That time is difficult to arrange in most situations. With this need in mind, the first preference is to create master schedules that accommodate collaboration between educators and/or alternate uses of existing time. When such adjustments to the regular master schedule are not possible, each teacher assigned to Special Education may work with the Special Education Director to arrange for a substitute to cover their class (up to two (2) days per month) to provide time to meet with teachers assigned to regular education classrooms.

g. **Licensure**
Any employee required to obtain state licensure in order to bill Medicaid will be reimbursed for the cost of their licensure.

SECTION C. ACADEMIC FREEDOM

Pursuant to Washington law, the District has the final authority and responsibility to develop and adopt courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the parties' commitment to the democratic tradition; a concern for the rights, growth and development of students; objective scholarship; and recognition of the maturity level of students. Further, the parties agree that the District's schools are not the appropriate forum for the expression of personal, religious or political views, or for the militant advocacy or any particular cause or point of view.

SECTION D. FACULTY DRESS AND GROOMING GUIDE

Faculty members are expected to maintain a professional appearance appropriate to their assignment.

SECTION E. SUPPLIES, MATERIALS AND EQUIPMENT

1. **Text Book and Supplemental Materials Adoptions:** All textbook and supplemental material adoptions shall follow the state law for instructional materials adoptions and as coordinated through the District Curriculum Committee.

   The District shall maintain sufficient extra copies of textbooks and supplemental materials in order that no one building is penalized financially for class size aberrations. Such "extra" textbooks and supplemental materials may be drawn upon by employees needing extra copies above the normal or average class size.

   Employees will make requests for supplies, materials and equipment through the building principal who coordinates the building budgets for purchases.

2. **Incidental Supplies, Materials and Equipment Credit/Clock Hour Reimbursement:** Three hundred dollars ($300) per FTE employee will be added to the building budgets for use as either individual classroom purchases or group/building purchases of incidental supplies, materials and equipment. Reimbursement shall be by receipt of purchase. Employees shall apply for reimbursement prior to the District's January and June reimbursement dates but in no case after June 15th. Purchases cannot conflict with District policies or procedures.

   The sum of three hundred dollars ($300) may also be used to help defray the cost of credits or clock hours taken by the employee. Reimbursement shall be by receipt of verification of clock hours or receipt of transcripts for credit. Application for credit clock hour reimbursement must be received in the district office

by August 31st. Incidental supplies and materials allocations that remain unspent after the June cutoff date will be pooled and added back to the building budget in September of the following school year. Allocations will be to each building that has leftover incidental supplies and materials funds. Each building will convene a committee of certificated *staff* to determine the expenditure of such funds.

SECTION F. STUDENT DISCIPLINE

1. **Information and review concerning student discipline:** No later than September 15, of each school year, the principal shall distribute to and review with employees, policies and procedures concerning student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employees' rights and responsibilities related hereto.

   This annual review of discipline policies and procedures will include the building discipline plan and the meeting will afford an opportunity for staff input regarding its implementation. The principal and employees will have the opportunity to discuss, plan and arrange for *staff* development related to student discipline.

2. **Student discipline related to classroom management, employee rights and responsibilities:** Every employee shall have the right and responsibility to maintain student behavior consistent with a good educational atmosphere. The District shall support employees in their efforts to maintain a classroom environment conducive to student learning. Any disciplinary consequences applied to students will be done following Federal Law, RCW's, Board Policy, and building procedures.

   a. Before a student is excluded from a classroom, the employee must first attempt and document one or more forms of corrective action to support the student in meeting behavioral expectations unless the student's presence poses an immediate danger to other students or school personnel.

   b. Following building discipline procedures, an employee may exclude a student for all or any portion of the balance of a period, activity, or school day, or up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first. Building procedures include immediately informing the principal or designee of the circumstances that preceded the exclusion of the student, providing any appropriate documentation, and ensuring that the student is safely transferred to the office or calling for assistance. "Confer" means that the principal or designee and the teacher have communicated with each other away from students, reviewed documented alternative forms of corrective action, discussed the student's behavior and the principal's or designee's decision regarding consequences, created a plan for student re-entry, and decided if a re-entry conference is needed.

   c. When a student is excluded by an employee under the circumstances noted above for the first time each semester, the employee will inform the parent of the exclusion before the end of the school day, or immediately after student dismissal on the day the incident occurred. If a student has previously been excluded or if the student's consequence for disruptive behavior extends beyond exclusion from the classroom or activity area for that day, the building principal or designee will have the responsibility for communication with the parent or guardian.

3. **Information and notification regarding students with a background of violent behavior:** A student may be assigned to a teacher's class or may be returning from a disciplinary suspension who evidences (or has evidenced) symptoms or behaviors that could present a health or safety problem(s) to the employee or other students. The principal will inform the teacher(s) (up to the entire staff as circumstances warrant) of the problems in advance of the assignment or return to class, or as soon as such information becomes available. Upon request of an employee, the principal shall meet with the teacher(s) at the earliest time such information becomes available to discuss strategies for managing these situations and for outlining district resources and services that may be made available for assistance.

SECTION G. STAFF DEVELOPMENT

1. The District recognizes the need for staff development and the clock hours required to maintain teaching certification; therefore, the District shall provide an opportunity for certificated staff to obtain a minimum of

thirty (30) clock hours, on site, each school year. It is the responsibility of the certificated staff members to pay the cost associated with the registration fees for the clock hours.

2. **Training Pay.** If an employee is requested by the administration to attend a training to support new or essential school programs during non-school days, including the summer, the employee will be compensated at $250 per day for the travel and training portion of the trip as well as the actual costs of the training.

    a. The employee will also be eligible for reimbursement of meals at the District established per diem rate.

    b. Mileage, if a District car is not available, will be paid at the current IRS rate based on travel from the District office to the training.

    c. Any hotel, if an overnight stay is required, will be paid by the District.

    d. The scheduled itinerary must include at least seven and a half (7.5*)* hours of training or travel during a non-school day in order for employees to be compensated at the rate listed above. Total time less than 7.5 hours in a single day will be pro-rated.

3. The daily rate of pay in this section does not apply to employees who regularly attend summer conferences as part of their extended contracts (i.e. GTE, Special Education, etc.)

SECTION H. MENTOR TEACHERS

1. The District will provide a mentoring program for all new (1st year in the teaching profession) teachers. The new teacher will meet with a mentor monthly and develop an individual plan to assist the new teacher in their first years of teaching in the Cashmere School District.

2. The District will make available a $500 stipend to both the new teacher and the mentor teacher.

3. The District may apply for SPI and/or ESD funded mentor teacher programs in order to provide assistance to new teachers to the District. All selections processed will follow WAC 392.196.060.

4. Mentor teacher programs will be voluntary.

5. Teachers wishing to apply to be a mentor teacher must have at least three (3) years teaching experience, be a full-time employee, have satisfactory evaluations for the three (3) previous years and teach in the same subject or grade level.

6. Mentor teachers will be recommended by the building principal to the Superintendent.

7. If two (2) teachers apply to be a mentor teacher for the same person, given equal background and training, the teacher with the most seniority will be chosen as the mentor.

SECTION I. GRADING

1. Employees have the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without consultation with and notification of the employee. No administrative pressure shall be applied to any employee regarding grading or evaluation of students.

2. The parties agree that at the annual staff meetings which occur in the fall to discuss building management issues, the administration will seek input from staff members regarding the development and/or review of procedures to provide on-line grading information prepared by staff members for parents.

ARTICLE VIII - LEAVES

SECTION A. ILLNESS, INJURY AND EMERGENCY (SICK LEAVE)

1. **Accumulation:** Pursuant to RCW 28A.400.300, each full-time employee shall be credited with twelve (12) days of illness, injury and disability leave, which shall be referred to hereafter as "sick leave." Employees who are less than full-time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each pay check stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. **Use:**

   a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

   b. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability.

      In lieu of a request for sick leave for maternity purposes, an employee may request that the maternity leave be a leave of absence without pay during the period of time the employee will be absent from work for maternity purposes.

      Additional time not to exceed a total time of one (1) school year for child care or other purposes related to maternity may be authorized at the discretion of the District provided that such additional leave shall be without pay. In the event a request for such extended maternity leave is made and granted, the District shall be obligated to rehire the certificated employee receiving such leave effective at the commencement of the next school year, but only if there is a vacancy or position available for which the employee is qualified. A certificated employee on extended maternity leave must make a request for reinstatement or re-employment in writing on or before May 1.

   c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For purposes of this provision, immediate family shall mean spouse, child, spouse of a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

   d. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as a problem that has been suddenly precipitated or is unplanned or where pre-planning could not relieve the necessity for the employee's absence. Sick leave can be used when an employee's child's school or place of care is closed after the declaration of an emergency by a local or state government or agency, or by the federal government.

3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provision set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

4. **Annual. Conversion of Accumulated Sick Leave (Buy-Back Option):** A current employee of the school district may elect to convert excess sick leave to monetary compensation as provided in this section. In order to be able to convert excess sick leave days to monetary compensation an employee:

a. Shall have accumulated in excess of sixty full days of unused sick leave at a rate of accumulation no greater than one full day per month (a maximum of twelve days per year) as of the end of the previous calendar year; and

b. Shall provide written notice to his or her employer during the month of January of his or her intent to convert excess sick leave days to monetary compensation.

c. The conversion shall be at the rate of twenty-five percent of an employee's current, full-time daily rate of compensation for each full day of accumulated sick leave. Partial days of eligible sick leave shall be converted on a pro-rata basis.

d. Compensation received pursuant to this section shall not be included for the purpose of computing a retirement allowance under any public retirement system in this state.

5. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District employment due to retirement (as recognized by the Washington State Teacher's Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.

   The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the Superintendent of Public Instruction.

6. **Letter of Understanding:** The District will issue a letter of understanding to the Association annually in September. The Association will elect to participate in VEBA (Voluntary Employee Benefit Association) for Annual Sick Leave Conversion and/or Retirement Sick Leave Conversion. The Association will return the letter of understanding to the District by October 1st of each year.

7. A. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:

      1. Suffers from/or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services.

      2. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
         i. Apply for leave without pay, or;
         ii. Terminate employment:
            1) Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
            2) Has abided by District rules regarding use of leave.
            3) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

   B. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave, as described above.

   C. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.

D. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.

E. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.

F. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.

G. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.

SECTION B. BEREAVEMENT LEAVE

Absence for a funeral will be classified as bereavement leave. Five (5) days will be allowed, without deduction. Additional days, as approved by the Superintendent, will be deducted at the rate of the substitute's pay. These days will not be taken from sick leave and do not accumulate. The principal should be notified in advance, but all bereavement leave must have final approval by the Superintendent.

SECTION C. PERSONAL LEAVE

Under the following conditions, The District will grant employees a maximum of three (3) days of personal leave in one year:

1. **Notice:** Notice of intended use will be given one (1) week in advance to the building principal when possible.

2. **Procedures:**

   a. Three (3) days of fully paid personal leave shall be granted each year. An employee can carry forward one (1) unused personal day each year to a maximum of four (4) personal days in any one year. An employee may choose to be compensated for all unused personal leave days per year at the substitute rate. If an employee decides to cash out any or carry over one (1) unused personal day(s), they must notify HR/Payroll by the last teacher workday of the year using the form included as Appendix Q.

   b. Personal leave taken the week before or the week after Christmas vacation, winter break, the day prior to Memorial Day or spring vacation shall be limited to two (2) employees per building. No personal leave shall be taken the week before the end of school without Superintendent approval.

   c. All personal leave requests will be granted if appropriate substitute teachers can be hired.

   d. If a limited number of substitutes are available, then the personal leave requests will be permitted on a first come-first granted basis.

SECTION D. PATERNITY LEAVE

The District shall grant sick leave for paternity leave for the birth or adoption of a child pursuant to the Family Medical Leave Act (FMLA).

SECTION E. ASSOCIATION LEAVE

1. **Local Association:** Ten (10) days per year may be used by the CEA with the cost of a substitute to be born by the CEA.

SECTION F. TRAVEL AND/OR STUDY LEAVE

Upon recommendation of the Superintendent, unpaid travel and/or study leave may be granted to any employee who has completed satisfactory service in the District. Within the provision of law, the district may allow employees to be released for leave for one (1) year for professional academic study and approved travel as it relates to their teaching. They shall be considered employees for this period but shall not accrue sick leave or receive compensation. The District will place them in a teaching position upon their return. Employees will be expected to return to the district unless notice is given to the District by April 1 under the terms of the continuing contract law. Employees on an extended leave shall be considered in any RIF action. Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting).

SECTION G. SABBATICAL LEAVE

1. **Process:** Sabbatical leaves may be granted only by the Board of Education upon the recommendation of the Superintendent. Any compensation will be set by the Board within the existing budget limitations.

2. **Eligibility Criteria:**

    a. The employee shall have been employed in the district a minimum of three (3) consecutive years and shall have a minimum of five (5) consecutive years since his/her last sabbatical leave.

    b. The employee shall have completed his/her fifth year program or have a continuing certificate.

    c. Shall have three (3) years of satisfactory evaluations prior to applying.

    d. The employee shall have clearly and satisfactorily explained in the application how the sabbatical leave will benefit the pupils, staff, and District.

3. **Insurance, Seniority and Benefits:** Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or their benefits, but shall not be granted advancement credit on the salary schedule for the period of leave.

4. **Return from Leave:** Upon return from such leave, the employee shall be entitled to the same position or a position substantially equivalent to the position held prior to the leave.

5. **Service Obligation Upon Completion of a Sabbatical Leave:**

    a. Employees granted sabbatical leave shall return to regular employment in the District for a minimum of one (1) year.

    b. The employee and District shall enter into a signed contract specifying conditions for repayment of default, leave conditions upon return, and professional assignment guarantees upon return prior to the leave being granted.

SECTION H. COURT APPEARANCE LEAVE

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty:** Employees who are called to serve on a jury. Any payment or reimbursement for Jury Duty shall be retained by the employee. The employee must supply a copy of the Jury Duty Summons to the District.

2. **Subpoenas:** Employees who are subpoenaed to testify in court.

Court Appearance Leave is not available when the employee is a plaintiff against the District. Personal leave or leave without pay shall be used in such circumstances.

SECTION I. ACCIDENTS ON THE JOB

Any staff injured on the job will have all wage settlements made in agreement with current Labor and Industries procedures and rulings.

SECTION J. MILITARY LEAVE

The District shall grant military leave to any employee who is called into active duty, extended or temporary, as a member of the Armed Forces of the United States in accordance with law.

SECTION K. CHILD REARING LEAVE

The District may grant a child-rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or in a similar position in the District. Before granting child-rearing leave the District must find a suitable employee substitute or an alternative arrangement.

SECTION L. FAMILY LEAVE (Family and Medical Leave Act of 1993)

The Cashmere School District is subject to the Family Medical Leave Act of 1993. Details are located at each work location.

SECTION M. LEAVE REQUEST

When an employee has advance knowledge of a need to be absent he/she must apply through the District's employee attendance system. The leave request must be approved by the employee's administrator and the Superintendent prior to being absent.

In the event the District disqualifies or denies any leave request, it shall notify the employee, in writing, within ten (10) days along with reasons therefore.

SECTION N. WASHINGTON PAID FAMILY MEDICAL LEAVE

Employees are eligible for WPFL starting in January of 2020. The cost of the premiums shall be split as per the RCW. Procedures for application shall be established by WAC. The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

Employees may elect to use this leave after using an employee determined amount of sick leave and before accessing the provision of the Family and Medical Leave Act (FMLA).

ARTICLE IX- FISCAL

SECTION A. WORKDAY

The employee workday shall be seven and one-half (7 1/2) hours, including a thirty-minute duty-free lunch period. Employees at Vale Elementary and the Middle School will report to work either thirty (30) minutes before and stay twenty (20) minutes after or report twenty (20) minutes before and stay thirty (30) minutes after the student class day. Each building will determine the before and after time as a building. Employees at the High School will report to work twenty-five (25) minutes before the student class day and shall stay five (5) minutes after the student class day. Faculty meetings may include a cumulative total of sixty (60) minutes per month of added time to school days.

Employees should be available to parents and others for conferences at a regular time each day.

SECTION B. BASE CONTRACT

1. The base employee contracted year shall be one hundred eighty (180) days and professional responsibilities outside the workday. The parties recognize that time outside of the 180-day work year and the 7.5 hour workday to fulfill professional responsibilities is a vital part of the position. The time required to fulfill an employee's professional responsibility will vary among individuals and be determined by each individual employee and their respective role. Base salary compensates for a reasonable, professionally responsible level of service and may include, but is not limited to the following:
   a. Self-reflection, goal setting, and related professional growth activities such as workshops, evaluation meetings, classes, conferences, or seminars;
   b. Grade level, department, and curriculum team meetings; and
   c. Fulfillment of basic contract expectations that may fall outside the regular workday such as planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of grade reports, attending IEP and 504 meetings of reasonable frequency and duration, and communicating with parents.

2. Six additional days will be provided in a supplemental contract at the employee's per diem rate as follows:
   - Three (3) mandatory days shall be paid to employees who work the two (2) days prior to school commencing in the fall in activities directed by the District. One (1) additional day will be paid to employees to work the day following the last day of school.

   - August Institute (Optional) Professional Development Days: Three (3) days are available for professional development as scheduled by the District for specific training. Those teachers attending this training will sign the attendance form provided at the training and payment will be included in the November payroll at the employee's per diem rate.

     (Note: In the event of a double M&O levy failure these days will be canceled during the school year following that failure and be reinstated upon passage of the levy).

3. **Additional Time Pay:**
   a. **Instructional Activities**
      The District will pay each employee for time spent on preparation for teaching or leading any instructional situation. Such situations would include, but not limited to, summer school, staff development leadership roles, after school programs, or state assessment preparation. The rate of pay will be per diem, per hour of teaching time. Additional time for preparation can be negotiated with the building principal.

   b. **Non-Instructional Activities**
      District directed non-instructional activities will be compensated at a rate of ($35) per hour. Such activities will include, but not limited to, participation on committees, in-service, or meetings outside of the contracted day.

c. **Change in Assignment**
A pool of nine (9) days district-wide will be made available at the non-instructional rate of pay.

4. **Yearly Calendar:** An attempt will be made to have a consistent calendar from year-to-year according to Appendix O.

5. **Extended:** Day/Year Positions
The following positions, due to state requirements and/or increased responsibility of assignment that cannot be completed during the normal school day/year, shall have the following number of extended days. These days are on a yearly basis. The employee shall submit a yearly plan of use of days by August 15 for administrative approval, to be finalized by August 20. Verification of the use of such days, including any variation in the approved plan must be submitted to the building/program administrator. In addition, during this time frame, the use of the prior year's extended day(s) will be discussed and reviewed as well as any related duties of each position. The number of days for each position is based on a 1.0 FTE employee. Employees who are partial FTE will have their days pro-rated accordingly.

Assignment	Number of Days
Counselors	
Elementary	5
Middle School	5
High School	14
Vocational Agriculture Instructor	35
Vocational Business Instructor/Computer Lab	15
Vocational Director	10
Vocational Construction Instructor	15
Vocational Family & Consumer Science Instructor	15
Vocational Marketing Instructor	15
Certificated Librarians	Up to 15 Days
Vocational Middle School Instructor	10

6. **Cashmere Salary Schedule:** The salary schedule will be the current negotiated salary schedule as shown in Appendix A.

1. The salary schedule for the 2024-25 school year will be increased over the 2023-24 schedule by 4.7% (IPD+1%).
2. The salary schedule for the 2025-26 school year will be increased over the 2024-25 schedule by IPD+1%.
3. The salary schedule for the 2026-27 school year will be increased over the 2025-26 schedule by IPD or 2%, whichever is higher.

7. **Signing Bonus:** All employees new to the district shall receive a $1000 signing bonus upon Board approval of a signed contract.

SECTION C. PLACEMENT ON THE SALARY SCHEDULE

1. **Proof of Certification:** All certificated employees shall provide proof of certification for the position for which they are hired.

A Bachelor of Arts or Science shall be the hour requirements of the granting institution at the time of graduation.

2. **Initial Placement:** The District would automatically accept the initial placement on the first step of the salary schedule if the prospective employee has the appropriate certification.

3. **Credit Acceptance on the Cashmere Salary Schedule:** Only credits accepted by the State of Washington for placement on the negotiated salary schedule will be accepted for salaries.

4. **Salary Advancement:** Advancement on the salary schedule for experience increments will coincide with experience of an employee documented by the Department of Retirement Services and as provided in the WAC.

5. **Proof of Credits:** Evidence of credits claimed for training increments must be presented to the Superintendent during the first ten (10) days of the new contract year. Evidence shall be by an official transcript; however, if an official transcript is not available by the first ten (10) days of the new contract year, a grade sheet or letter of confirmation from the college attended shall suffice until an official transcript can be obtained, no later than October 15 of the current year in order to advance on the salary schedule.

6. **Military Service:** Military service for two (2) years will be counted as experience if such service followed teacher certification.

7. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an overpayment, the District and the employee shall work out a mutually agreeable plan for payback. In the event the District has underpaid, the deficit shall be made up at the next pay period.

SECTION D. HEALTH INSURANCE

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability
   1. Qualified employees who work or will work a minimum of 630 hours during the year.
   2. Open enrollment begins on October 1 and through November 15 per SEBB.
   3. Employees are responsible for enrolling online or with forms provided by SEBB.

B. Benefits
   1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance and The Health Care Authority (HCA) carve-out.
   2. Employees may select a carrier approved by SEBB.

C. Premiums
   1. The district shall pay their portion of the employee premium as established by SEBB.
   2. Employees will be responsible for their portion of the premium.
   3. Any additional premium surcharges will be paid by the employee.

SECTION E. STAFF INVOLVED WITH HIRING

Employees invited to participate in the hiring process will not be paid any additional amounts, although substitutes will be hired for employees involved with hiring procedures during a normal school day.

SECTION F. RELEASE FROM CONTRACT

1. Prior to June 1: A release from contract shall be granted provided a letter of resignation is presented.

2. After June 1: A release from contract shall be granted after June 1, provided a satisfactory replacement can be obtained by the school district.

SECTION G. CO-CURRICULAR ACTIVITIES

All co-curricular activities shall be paid in accordance with Appendix B and shall be contracted by supplemental contract.

SECTION H. EARLY NOTIFICATION OF RETIREMENT

Any employee who provides written notification to the District by January 1 of their intent to retire shall receive a stipend of $1500. Any employee who provides written notice to the District after January 1 and no later than February 1 of their intent to retire shall receive a stipend of $1000. Stipends are payable in the employee's final payroll disbursement.

SECTION I. NATIONAL BOARD SUPPORT

1. Employees getting their National Board Certification shall be eligible for the following support from the District:
   a. Two (2) days of substitute release time;
   b. Reimbursement for one (1) component;
   c. A District provided cohort facilitator.

   Employees holding a National Board for Professional Teaching Standards Certification shall receive a stipend as determined and funded by the State.

2. Employees who hold an ESA (Educational Staff Associate) position with the Cashmere School District who are not eligible for a national certification as listed below will receive a stipend of $2500 pro-rated by FTE.

   SLP – Certificate of Clinical Competence (CCC)

   OT – National Board of Certification in Occupational Therapy (NBCOT)

   Psychologists – Nationally Certificated School Psychologist (NCSP)

   PT – National Physical Therapy Exam (NPTE)

   This stipend will be paid in the employee's July paycheck. At any time in the future, if the National Board for Professional Teaching Standards develops a certificate for one of these ESA positions, or if the Legislature creates a stipend, it will supersede any of these professional certificates listed above.

SECTION J. LONG TERM CARE

In accordance with RCW, starting January 1, 2022, the District will deduct in the mandatory Long-term Care assessment from each employee's salary. Employees will have a one-time opportunity to opt-out if they provide proof of their own comparable long-term care insurance purchased before November 1, 2021.

ARTICLE X. GRIEVANCE PROCEDURE

SECTION A. DEFINITIONS

1. **"Grievant"** shall mean a bargaining unit member or group of bargaining unit members or the Association.

2. **"Grievance"** shall mean a claim or complaint by a grievant that:

   a. there has been a violation, misinterpretation or misapplication of any terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the employer;

   b. an employee has been treated inequitably; or

   c. there exists a condition, which jeopardizes employee health or safety.

3. **"Days"** shall mean employee workdays. After the last day of school and before commencement of the new term, days shall mean calendar days.

SECTION B. TIME LIMITS

If the grievant fails to file or appeal according to the timelines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

SECTION C. RIGHTS TO REPRESENTATION

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.

2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.

3. No grievance may be processed with a grievant having representation other than him/herself or the Association.

SECTION D. INDIVIDUAL RIGHTS

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter through administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified in writing of the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

SECTION E. ELECTION OF REMEDIES

In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of the grievance procedure.

SECTION F. PROCEDURES

Grievances shall be processed in the following manner:

STEP 1. Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances.

Within thirty days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/her self, the grievant and the Association Representative to take place within five days after receipt of the grievance. (Appendix C). The supervisor shall provide the grievant and the Association with a written answer to the grievance within five days after the meeting. Such answer shall include all reasons upon which the decision was based.

STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the timeline, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/her self, the grievant, the first level supervisor and the Association Representative, to take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses as they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.

STEP 3. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the timeline, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.

The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both parties agree that the award of the arbitrator shall be final and binding.

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs will be borne by the party incurring them, except that where the arbitrator finds that the position of one party is an intentional breach of contract, the arbitrator may require that party to pay all expenses.

SECTION G. MISCELLANEOUS CONDITIONS

1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

2. **No Reprisals:** No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

   For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.

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

6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix C.

7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

8. **Exclusion from Binding Arbitration:** An evaluator's analysis and conclusions as expressed in evaluation reports shall not be subject to the binding arbitration provisions.

ARTICLE XI. TERM AND RATIFICATION

SECTION A. EFFECTIVE DATES

This Agreement shall in effect from September 1, 2024 until August 31, 2027.

The Parties acknowledge that the understandings and agreements arrived at by the parties with the respect to wages, hours, terms and conditions of employment are set forth in this Agreement. During the term of this Agreement, the District will apply any state funded increase to the allocation for certificated instructional employees to the salary schedule. Modifications to this Agreement, other than those listed above, of common concern, wages, hours, terms and conditions of employment, may be subject to negotiation during the term of this Agreement only upon request and by mutual agreement by the parties.

EXECUTED THIS 31st DAY of August, 2024 at Cashmere, Washington by the undersigned officers by the authority of and on behalf of the Board of Education, Cashmere School District No. 222, and the Cashmere Education Association.

FOR THE DISTRICT:

_____
Superintendent

_____
Date

FOR THE ASSOCIATION:

_____
Association President

_____
Date

APPENDIX A.

EMPLOYEE SALARY SCHEDULE - 2024·2025

Years of Service	BA-0	BA+15	BA+30	BA+45	BA+90	MA-0	MA+45	MA+90 or PhD
0	$53,279	$54,718	$56,208	$57,703	$62,498	$63,876	$68,671	$71,763
1	$53,996	$55,455	$56,965	$58,525	$63,369	$64,587	$69,431	$72,501
2	$54,679	$56,152	$57,678	$59,358	$64,189	$65,302	$70,132	$73,236
3	$55,383	$56,870	$58,413	$60,146	$64,968	$65,979	$70,797	$73,977
4	$56,074	$57,626	$59,178	$60,972	$65,822	$66,689	$71,539	$74,743
5	$56,787	$58,347	$59,914	$61,808	$66,639	$67,411	$72,245	$75,511
6	$57,520	$59,046	$60,666	$62,654	$67,463	$68,151	$72,961	$76,242
7	$58,808	$60,357	$61,999	$64,095	$68,975	$69,538	$74,416	$77,791
8	$60,695	$62,328	$64,008	$66,278	$71,223	$71,718	$76,666	$80,162
9	$60,695	$64,368	$66,132	$68,483	$73,545	$73,923	$78,987	$82,604
10	$60,695	$64,368	$68,281	$70,803	$75,931	$76,244	$81,374	$85,110
11	$60,695	$64,368	$68,281	$73,189	$78,430	$78,631	$83,873	$87,683
12	$60,695	$64,368	$68,281	$75,500	$80,996	$81,111	$86,437	$90,364
13	$60,695	$64,368	$68,281	$75,500	$83,624	$83,680	$89,065	$93,108
14	$60,695	$64,368	$68,281	$75,500	$86,265	$86,323	$91,880	$95,958
15	$60,695	$64,368	$68,281	$75,500	$88,510	$88,567	$94,268	$98,453
16+	$60,695	$64,368	$68,281	$75,500	$90,279	$90,338	$96,153	$100,421

APPENDIX A-1

EMPLOYEE SUPPLEMENTAL DAYS SCHEDULE - 2024-2025

Years of Service	BA-0	BA+15	BA+30	BA+45	BA+90	MA-0	MA+45	MA+90 or PhD
0	$1,775.97	$1,823.93	$1,873.60	$1,923.43	$2,083.27	$2,129.20	$2,289.03	$2,392.10
1	$1,799.87	$1,848.50	$1,898.83	$1,950.83	$2,112.30	$2,152.90	$2,314.37	$2,416.70
2	$1,822.63	$1,871.73	$1,922.60	$1,978.60	$2,139.63	$2,176.73	$2,337.73	$2,441.20
3	$1,846.10	$1,895.67	$1,947.10	$2,004.87	$2,165.60	$2,199.30	$2,359.90	$2,465.90
4	$1,869.13	$1,920.87	$1,972.60	$2,032.40	$2,194.07	$2,222.97	$2,384.63	$2,491.43
5	$1,892.90	$1,944.90	$1,997.13	$2,060.27	$2,221.30	$2,247.03	$2,408.17	$2,517.03
6	$1,917.33	$1,968.20	$2,022.20	$2,088.47	$2,248.77	$2,271.70	$2,432.03	$2,541.40
7	$1,960.27	$2,011.90	$2,066.63	$2,136.50	$2,299.17	$2,317.93	$2,480.53	$2,593.03
8	$2,023.17	$2,077.60	$2,133.60	$2,209.27	$2,374.10	$2,390.60	$2,555.53	$2,672.07
9	$2,023.17	$2,145.60	$2,204.40	$2,282.77	$2,451.50	$2,464.10	$2,632.90	$2,753.47
10	$2,023.17	$2,145.60	$2,276.03	$2,360.10	$2,531.03	$2,541.47	$2,712.47	$2,837.00
11	$2,023.17	$2,145.60	$2,276.03	$2,439.63	$2,614.33	$2,621.03	$2,795.77	$2,922.77
12	$2,023.17	$2,145.60	$2,276.03	$2,516.67	$2,699.87	$2,703.70	$2,881.23	$3,012.13
13	$2,023.17	$2,145.60	$2,276.03	$2,516.67	$2,787.47	$2,789.33	$2,968.83	$3,103.60
14	$2,023.17	$2,145.60	$2,276.03	$2,516.67	$2,875.50	$2,877.43	$3,062.67	$3,198.60
15	$2,023.17	$2,145.60	$2,276.03	$2,516.67	$2,950.33	$2,952.23	$3,142.27	$3,281.77
16+	$2,023.17	$2,145.60	$2,276.03	$2,516.67	$3,009.30	$3,011.27	$3,205.10	$3,347.37

APPENDIX B.

CO-CURRICULAR SALARY SCHEDULE

Non-Athletic Activities 2024-2025				
43,983				
Position	**0** **0 years**	**1** **1 years**	**2** **2 years**	**3** **3 years**
Instrumental Music	0.145 6,377.58	0.151 6,641.48	0.158 6,949.36	0.165 7,257.25
FFA	0.090 3,958.50	0.096 4,222.40	0.103 4,530.28	0.110 4,838.16
Corps of Discovery (Total divided equally between employees) CHS Leadership Advisor	0.080 3,518.67	0.086 3,782.57	0.093 4,090.45	0.100 4,398.33
Annual	0.075 3,298.75	0.080 3,518.67	0.085 3,738.58	0.090 3,958.50
Vocal Music, HS	0.085 3,738.58	0.090 3,958.50	0.095 4,178.42	0.100 4,398.33
Vocal Music, MS	0.045 1,979.25	0.048 2,111.20	0.051 2,243.15	0.055 2,419.08
Knowledge Bowl	0.055 2,419.08	0.060 2,639.00	0.065 2,858.92	0.070 3,078.83
Cheerleader (per season)	0.0550 2,419.08	0.0600 2,639.00	0.0650 2,858.92	0.0700 3,078.83
(per season) DECA FHA Skills USA FBLA Drill Team, MS TSA (Tech Students of America) - MS CHS Dance Team	0.035 1,539.42	0.040 1,759.33	0.045 1,979.25	0.050 2,199.17
Outdoor Education - **timesheeted** ASB Advisor Knowledge Bowl Advisor (MS) Lego Robotics Coach (HiCap) Advisor (Vale)	0.025 1,099.58	0.028 1,231.53	0.031 1,363.48	0.035 1,539.42
Bike Repair Club - MS Cashmere Connections, MS Explorer's Club - MS Equity Club - HS Honor Society - HS	0.019	0.021	0.023	0.025

Memory book, MS Key Club - HS Spanish Club - HS Nuestra Communidad - MS & HS	835.68	923.65	1,011.62	1,099.58
Class Advisor (Total per class)	0.050 2,199.17	Per person 733.06		
Program Director (Athletic, Vocational Curriculum, Technology)	6,167.51			
Curriculum Coordinator	1,000.00			
Subject Area Coordinator	560.00			
Traffic Safety Instructor	0.00095 41.78			
Auditorium Coordinator	0.085 3,738.58			

Drama
2024-2025

43,983

Cashmere Middle School	**0** **0 years**	**1** **1 years**	**2** **2 years**	**3** **3 years**
7/8 Grade Drama Director	0.045 1,979.25	0.049 2,155.18	0.053 2,331.12	0.057 2,507.05
7/8 Grade Asst. Drama Director	0.029 1,286.51	0.032 1,400.87	0.034 1,515.23	0.037 1,629.58
6th Grade Musical Director	0.065 2,858.92	0.069 3,034.85	0.073 3,210.78	0.077 3,386.72
6th Grade Musical Vocal Director 6th Grade Musical Asst. Director	0.045 1,979.25	0.049 2,155.18	0.053 2,331.12	0.057 2,507.05
Cashmere High School				
High School Play Director (8 wks)	0.060 2,639.00	0.064 2,814.93	0.068 2,990.87	0.072 3,166.80
High School Asst. Play Director	0.039 1,715.35	0.042 1,829.71	0.044 1,944.06	0.047 2,058.42
High School Musical Director (12 wks)	0.130 5,717.83	0.134 5,893.76	0.138 6,069.70	0.142 6,245.63
High School Asst. Musical Director	0.085 3,738.58	0.088 3,870.53	0.091 4,002.48	0.094 4,134.43
High School Musical Production Staff	0.085 3,738.58	0.088 3,870.53	0.091 4,002.48	0.094 4,134.43
High School Musical Vocal Director	0.030 1,319.50	0.033 1,451.45	0.036 1,583.40	0.039 1,715.35
High School Musical Instr. Director	0.030 1,319.50	0.033 1,451.45	0.036 1,583.40	0.039 1,715.35

A. **Contracts**: Co-curricular contracts shall be offered to returning employees when teaching contracts are being offered.

B. **Mentor Teachers**: Mentor teachers shall be paid a stipend equal to that provided by the State or ESD for mentor teacher stipends.

C. **New Positions**: As new positions are added that are not reflected in the above schedule, the Parties shall confer and determine the appropriate stipend. When a new position is added, the employee shall start at the beginning of the salary schedule.

D. **"Grandfather" Clause**: In any case in which the index factor indicates a lesser amount than the current contracted salary, the coach or advisor will receive their current contracted salary until such time as the index equals or surpasses their salary.
As certificated salary increases are granted by the state, they will be passed through to the computation of the co-curricular salary. The co-curricular salaries will be calculated from a base that is equal to the base certificated salary. In years when the base salary for certificated employees is more than 4% higher than the previous year's co-curricular base, the co-curricular base will increase by 4% per year until it reaches the current certificated base salary.

APPENDIX C.

FORMAL GRIEVANCE FORM

NAME OF GRIEVANT_____

ASSIGNMENT_____

BUILDING_____

DATE_____

PERSON TO WHOM GRIEVANCE IS SUBMITTED_____

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE, OR HEALTH OR SAFETY CONDITION VIOLATED _____

_____

_____

BRIEF DESCRIPTION OF GRIEVANCE_____

_____

_____

_____

DATE VIOLATION OCCURRED_____

DATE GRIEVANT BECAME AWARE OF VIOLATION_____

REMEDY SOUGHT _____

_____

_____

SIGNATURE OF GRIEVANT _____

DATE_____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and the Association President. Keep one copy.

APPENDIX D

"Area of Growth" – Instructional and Student Growth Goals

Draft process for Comprehensive staff able to pick anywhere in the framework

Cycle of Inquiry	
	Self-Assessment Process
Instructional Pedagogy	*Identify Content Goals and Pedagogy* – (In Collaboration w/ colleagues) What are your building/grade level/content instructional goals for the 2017-18 school year? (i.e. Alignment to CCSS, differentiation, Tier II, etc.) And, what professional learning will happen in support of these goals?
Instructional Framework	*Connection to CEL 5 Framework* – (In Collaboration w/ colleagues) In the CEL 5 Framework, where are the research based instructional moves (from above) called out in our CEL 5 Framework? List indicators associated with your instructional goals
Self-Assess & Professional Growth Goal	*Self-Assess on the CEL 5 Framework on the indicators identified above* – (i.e. Purpose, Student Engagement, and Assessment for Student Learning) *From your self-assessment what are 3-5 instructional goals that you would like to focus on, receive professional learning, and monitor/feedback?
	Analyze student data

Analyze and reflect on data / evidence

Student Achievement Data – What does the existing data/evidence tell me?
(Essential Standards, TPRI, MAPs, RFM, LLI Running Records, Benchmark Assessments, CBA's, etc.)

Create Student Growth Goals

Problem of Practice and Theory of Action
S.G. 3.1 (Subgroup)
S.G. 6.1 (Whole class)
S.G. 8.1 (Grade Level)

Create student growth goals – SMART Goals
(Who is the subgroup? What are the essential standards? Multiple Measures? Time bound?
*Refer to WA State S.G. rubric with critical attributes)

What teacher instructional moves do you anticipate utilizing to achieve student growth? (Refer to professional growth goals, Tier I Instructional moves, Tier II support, etch.)

Take Focused Action
(Area of Focus)

When do you anticipate reevaluating Student and Professional growth?

Results
3.2, 6.2, 8.1

APPENDIX E.

EVALUATOR/SUPERVISOR NOTIFICATION FORM

This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the last working day of the first week of the school year. The form must then be signed following its receipt by the employee.

Employee's Name:_____

Employee's Building and Grade Level:_____

This employee will be evaluated under the following options:

/__/ Short Form (Certificated Non-Classroom Teacher)

/__/ Long Form (Certificated Non-Classroom Teacher)

/__/ Comprehensive (Certificated Classroom Teacher)

/__/ Focused (Certificated Classroom Teacher)
Final Evaluation Score Carry Over: *Proficient* *Distinguished*

This employee's observer(s) will be:_____

This employee's evaluator(s) will be:_____

This form was completed and delivered to this employee: (date)_____

Evaluator's signature:_____

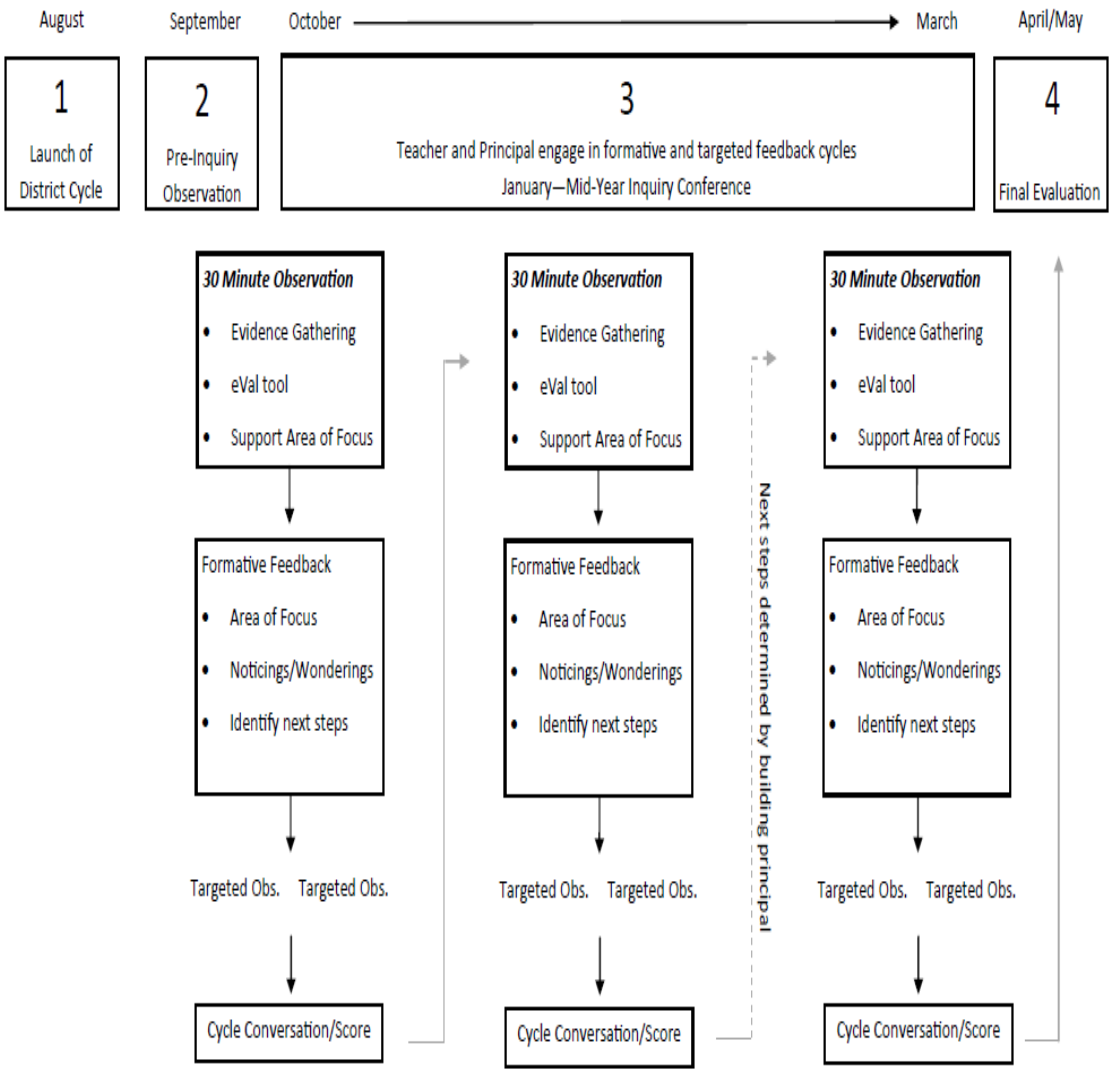
Signature of employee:_____

Date:_____

APPENDIX F

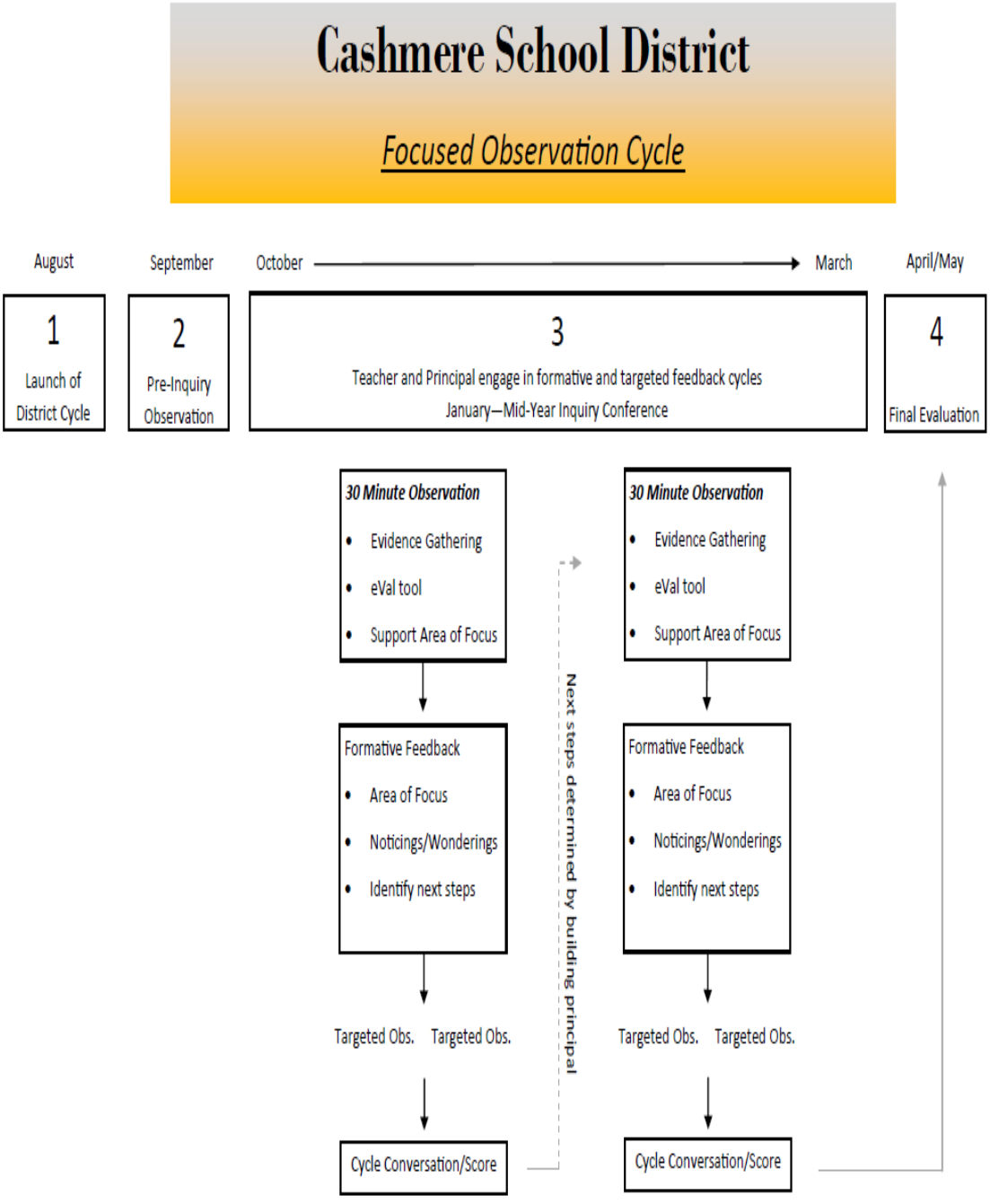
Cashmere School District

Comprehensive Observation Cycle



**Provisional Employees—90 Day evaluation

APPENDIX G


Cashmere School District
Focused Observation Cycle
August
September
October
March
April/May
1
Launch of District Cycle
2
Pre-Inquiry Observation
3
Teacher and Principal engage in formative and targeted feedback cycles
January—Mid-Year Inquiry Conference
4
Final Evaluation
30 Minute Observation
Evidence Gathering
eVal tool
Support Area of Focus
Formative Feedback
Area of Focus
Noticings/Wonderings
Identify next steps
Targeted Obs.
Targeted Obs.
Cycle Conversation/Score
Next steps determined by building principal
30 Minute Observation
Evidence Gathering
eVal tool
Support Area of Focus
Formative Feedback
Area of Focus
Noticings/Wonderings
Identify next steps
Targeted Obs.
Targeted Obs.
Cycle Conversation/Score

APPENDIX H.

PLANNED OBSERVATION FORM *(for Non-Classroom Teachers)*

_____ _____ _____
Class to be observed Grade Period

_____ _____
Employee Signature Date

_____
Observer Signature Date

Please complete the following information and return to the principal one (1) day before the scheduled date of the observation.

1. What are the objectives of the lesson?

2. Where are you in the course? (Unit, lesson, page numbers in texts, introductory, middle or culminating activity?) If you have not already turned in a course syllabus, please attach.

3. What teaching/learning activities will be observed and what methods will be used?

4. Which of these particular teaching behaviors listed do you want monitored? Mark those you wish to emphasize.

   _____ a. Statement of Objectives
   _____ b. Attention to review and preview
   _____ c. Task-orientation of lesson
   _____ d. Clear transition signals

_____ e. Verbal or visual emphasis
_____ f. Clarity of instructions
_____ g. Evidence of student comprehension
_____ h. Evidence of teacher preparation
_____ i. Attention to summarization
_____ j. Other _____

5. How are you going to know if the students have learned? (substantiate)

6. Are there any group or individual characteristics or circumstances of which the evaluator should be aware? (Unusual behaviors, grouping interactions, students leaving class during the period, lab work, etc.)

Teacher's notes: Observers notes:

APPENDIX I.

EDCUATIONAL STAFF ASSOCIATE FINAL EVALUATION REPORT (SHORT FORM)

_____ Has demonstrated successful performance and has met statutory requirements.

Date: _____

Employee: _____

Date: _____

Supervisor: _____

APPENDIX J.

LIBRARIAN FINAL EVALUATION REPORT (SHORT FORM)

_____ Has demonstrated successful performance and has met statutory requirements.

Date: _____

Employee: _____

Date: _____

Supervisor: _____

APPENDIX K. EDUCATIONAL STAFF ASSOCIATE FINAL EVALUATION REPORT (LONG FORM)

(Counselors, Physical Therapists, Occupational Therapists, Speech Therapists, (CDS) Psychologists)

EDUCATIONAL STAFF ASSOCIATE EVALUATION REPORT

TYPE OF EVALUATION
_____ Annual
_____ 90 Day
_____ Other

Name _____

School _____

Assignment (Title)_____

Description of Responsibilities:

Observation Record: A minimum of two (2) observations except for employees who are probationary, provisional or non-continuing status. These employees will have a minimum of six (6) observations

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

==========

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been _____

Satisfactory, Needs Improvement, or Unsatisfactory

Date_____Evaluator_____

Date_____Employee_____

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

Educational Staff Associate

Criterion 1: SPECIALIZED SKILL: The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.

1.1 Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
1.2 Plans and effectively manages all work activities in accordance with legal requirements and District practices;
1.3 Uses assessment/evaluation techniques and data appropriately;
1.4 Establishes immediate and long-range objectives for major responsibilities;
1.5 Involves others appropriately in carrying out major responsibilities.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 2: PROFESSIONAL PREPARATION/KNOWLEDGE OF SPECIALIZED FIELD: The employee demonstrates knowledge of educational theory and specialized field/techniques.

2.1 Possesses and maintains competence and working knowledge of specialized field;
2.2 Pursues continued professional development;
2.3 Understands and articulates relationship between specialized field and related disciplines;

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 3: SPECIAL ENVIRONMENT: The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

3.1 Establishes clear expectations for students and other personnel within framework of responsibility;
3.2 Is consistent and fair in dealing with student discipline;
3.3 Makes effective use of specialized materials and equipment;
3.4 Interrelates technical expertise with other specialized personnel;

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 4: EDUCATIONAL LEADERSHIP: The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

4.1 Has made sufficient progress to complete professional goals;
4.2 Accepts constructive criticism and implements suggestions for improvement;
4.3 Shares school responsibilities as appropriate for the time spent in building;
4.4 Acts as resource and referral to other District personnel and outside agencies;

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 5: PARENT INVOLVEMENT/INTEREST IN TEACHING PUPILS: The employee fosters communication with parents and shows an interest in teaching pupils.

5.1 Keep parents informed of student progress;
5.2 Plans and conducts an effective parent-teacher conference;
5.3 The employee demonstrates a commitment to each pupil.
5.4 The employee shows enthusiasm for and enjoyment in working with pupils.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional):

APPENDIX L. LIBRARIANS FINAL EVALUATION REPORT (LONG FORM)

LIBRARIANS EVALUATION REPORT

TYPE OF EVALUATION
_____ Annual
_____ 90 Day
_____ Other

Name _____

School _____

Assignment (Title)_____

Description of Responsibilities:

Observation Record: A minimum of two (2) observations except for employees who are probationary, provisional or non-continuing status. These employees will have a minimum of six (6) observations

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

Date_____ Class/Activity_____ Length of Observation_____

==========

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been _____

Satisfactory, Needs Improvement, or Unsatisfactory

Date_____ Evaluator_____

Date_____ Employee_____

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

Librarians

Criterion 1: SPECIALIZED SKILL: The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.

1.1 Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
1.2 Plans and effectively manages all work activities in accordance with legal requirements and District practices;
1.3 Uses assessment/evaluation techniques and data appropriately;
1.4 Establishes immediate and long-range objectives for major responsibilities;
1.5 Involves others appropriately in carrying out major responsibilities.
1.6 Uses reviews from approved, professional sources in the selection of materials and equipment;
1.7 Selects materials and equipment appropriate to the needs of all students and staff, including minorities, disadvantaged, handicapped, gifted and others;
1.8 Plans and effectively manages a variety of instructional activities appropriate to specified learning objectives.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 2: PROFESSIONAL PREPARATION/KNOWLEDGE OF SPECIALIZED FIELD: The employee demonstrates knowledge of educational theory and specialized field/techniques.

2.1 Possesses and maintains competence and working knowledge of specialized field;
2.2 Pursues continued professional development;
2.3 Understands and articulates relationship between specialized field and related disciplines;

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 3: SPECIAL ENVIRONMENT: The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

3.1 Establishes clear expectations for students and other personnel within framework of responsibility;
3.2 Is consistent and fair in dealing with student discipline;
3.3 Makes effective use of specialized materials and equipment;
3.4 Strives to make the library media center an inviting place, conducive to learning;
3.5 Keeps collection as current as funding permits;
3.6 Weeds collection regularly to discard worn or out-of-date materials and equipment.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 4: EDUCATIONAL LEADERSHIP: The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

4.1 Has made sufficient progress to complete professional goals;
4.2 Accepts constructive criticism and implements suggestions for improvement;
4.3 Shares school responsibilities as appropriate for the time spent in building;
4.4 Acts as resource and referral to other District personnel and outside agencies;

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Criterion 5: PARENT INVOLVEMENT/INTEREST IN TEACHING PUPILS: The employee fosters communication with parents and shows an interest in teaching pupils.

5.1 Keep parents informed of student progress;
5.2 Plans and conducts an effective parent-teacher conference;
5.3 The employee demonstrates a commitment to each pupil.
5.4 The employee shows enthusiasm for and enjoyment in working with pupils.

____ SATISFACTORY ____ NEEDS IMPROVEMENT ____ UNSATISFACTORY

Evaluator's Comment:

Employee's Response (Optional:

APPENDIX M.

TRANSFER REQUEST FORM

To assist administrators in staffing plans for next school year, please complete and sign the form below and return it to your building secretary by February 1 of the current school year, or the Friday before, if February 1 falls on a weekend. Thank you!

		YES	NO
(1)	Do you plan to return to your assignment for the 20__-20__ school year?	☐	☐
(2)	Are you interested in a change in your teaching assignment for the 20__-20__ school year? Explain:	☐	☐
(3)	Do you plan to move on the salary schedule due to an educational increment?	☐	☐
(4)	Do you desire a change in co-curricular assignments? Explain:	☐	☐

(5) Which co-curricular areas are you interested in coaching/advising?

Please sign and return to your building secretary for review by principal.

_____
Employee Name (Printed)

_____ _____
Employee Signature Date

APPENDIX N.

NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY ACTION OR BEING PLACED ON PROBATION

You are being presented with this notice and option pursuant to the Agreement between the Cashmere School District and the Cashmere Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Cashmere Education Association President that this disciplinary action of probation notice has been given to you.

___\ I **do** wish to have the Association President notified that I have received this notice.

___\ I **do not** wish to have the Association President notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

My signature indicates that I have received, read and understand this notice.

Signature of administrator: _____

Date: _____

Signature of employee: _____

Date: _____

APPENDIX O.

SCHOOL CALENDAR DEVELOPMENT PROCESS

By February of each school year, the Board of Directors shall establish the calendar for the 180 instructional days, after receiving input from the Association according to the following guidelines.

1. The first instructional day shall be no later than the last Wednesday of August.

2. Every effort shall be made to have a 3, 4, 5 start.

3. The following days shall be non-contracted days.

    a. Labor Day, Veterans' Day, Thanksgiving and the Friday following, Martin Luther King Jr. Day, Presidents' Day, and Memorial Day.

    b. Three days for Mid-Winter Break.

    c. Winter Holiday of at least 8 days and no more than 11 days to commence no later than 2 days prior to Christmas Day.

    d. A spring vacation of at least 5 days during the first full calendar week of April

4. Every effort will be made to have a minimum of 2 instructional days in any week except the final week of school.

5. The District shall determine dates for parent-teacher conferences after input from the Association.

6. Early release, late start and optional in-service days will be determined within the current calendar year with input from the Association.

7. Records day will be on the last workday of the First Semester. Records day will be a half-day for students and a full contracted day for staff.

APPENDIX P. EXCEEDING CLASS SIZE LIMITS FORM

Cashmere School District No. 222
Exceeding Class Size Limits Form
Article VI Section B #2

Directions: FILL OUT THE FORM AND RETURN TO YOUR SUPERVISOR.

In the event a class size is exceeded, (i.e., enrolled students who have actually attended), for five (5) consecutive school days, the following shall apply: The District shall have ten (10) student days to reduce the class size without increasing costs which may include transferring students, restructuring classes to create grade level combinations, or any other educationally sound possibilities. If no solution is reached within the ten (10) days, employees shall be paid specified amounts (see Article VII, Section B.2) retroactive to the first day of the overload.

An option is to hire additional staff (either classified or certificated). The classroom teacher(s) so affected and the building principal (Superintendent may be included as needed) will meet to discuss and recommend solutions.

Name_____ School_____

Supervisor_____ School Year_____

Grade_____ Subject(s)_____

Overage Description:

To be filled out by the Supervisor:

/___/ Option 1: Reduce class size by transferring students, restructuring classes to create grade level combinations, or any other educationally sound possibility.

/___/ Option 2: Employees paid specific amounts (see Article VII, Section B.2) retroactive to 1st day of overload.

/___/ Option 3: Hire additional staff.

Details of option selected above:

Date_____Employee_____

Date_____Supervisor_____

APPENDIX Q.

PERSONAL LEAVE CASH-OUT and/or CARRY OVER FORM

Certificated employees may cash-out up to three (3) days of personal leave per year at the current substitute rate and/or carry over one (1) day to the following year. The Personal Leave Cash-Out and/or Carry Over Form must be filled out and returned to HR/Payroll by the last school day of the year.

- Total Personal Leave Available: _____ days
- Personal Leave Requested for Cash-out: _____ days
- Personal Leave to be Carried Over: _____ day (Maximum of one (1) Day)

I understand and agree to the terms and conditions of the personal leave cash out and carry over policy.

Employee Signature: _____

Date: _____

APPENDIX R.

PROFESSIONAL GROWTH OPTION PLANNING WORK SHEET

Employee_____Assignment_____

Supervisor_____School Year_____

Worksite_____

_____

Goal(s):

Activity(s), Procedures, Resources for Goal(s) Accomplishment:

Indicators of Goal(s) Evaluation: