

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
GRANITE FALLS SCHOOL DISTRICT
AND
GRANITE FALLS EDUCATION ASSOCIATION

September 1, 2013-August 31, 2015

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1 **PREAMBLE**

2
3 This agreement is entered into this first day of September, 2013, by and between the Granite Falls
4 Education Association and the Granite Falls School District No. 332, Snohomish County, Washington;
5 WHEREAS the parties have reached certain understanding which they desire to confirm in this
6 agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:
7

8 **ARTICLE I - RECOGNITION AND DEFINITION**

9
10 **SECTION 1.1 - RECOGNITION**

11
12 The District recognizes the Association as the exclusive bargaining representative for all non-
13 supervisory certificated employees of the District. Included in the bargaining unit are:
14

- 15 a. Certificated substitute employees employed by the District on a daily basis for more than thirty
16 (30) days of work within any twelve (12) month period ending during the current or
17 immediately preceding school year and who continue to be available for employment as
18 substitutes and;
19
20 b. Certificated substitute employees working more than twenty (20) consecutive days in the same
21 assignment.
22
23 c. It is acknowledged the Association may have concerns regarding the District contracting out
24 services that would normally be provided by employees who are members of the Association's
25 bargaining unit. The District and Association will from time to time jointly review the current
26 extent of any such contracting out and will discuss newly proposed contract out situations prior
27 to implementation.
28

29 Certificated employees excluded from the described bargaining unit are the following:

- 30
31 a. The chief administrative officers, including the superintendent, administrative assistants,
32 assistant superintendent, business manager, and all confidential employees;
33
34 b. All principals;
35
36 c. All supervisors;
37
38 d. All substitute casual, certificated employees.
39

40 **SECTION 1.2 - DEFINITIONS**

41
42 Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

43
44 The term "Agreement" shall mean this entire contract.

45
46 The term "Association" shall mean the Granite Falls Education Association.

47
48 The term "Board" shall mean the Board of Directors of the Granite Falls School District Number
49 332.

1
2 The term "District" shall mean the Granite Falls School District Number 332.
3

4 The terms "teacher," "certificated personnel," "certificated employee," "educational employee" or
5 "employee" shall refer to all employees represented by the Association in the bargaining unit as
6 defined in Article 1 - Section 1.2.
7

8 The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.
9

10 Unless the context in which they are used clearly requires otherwise, words used in this contract
11 denoting gender shall include both the masculine and feminine; and words denoting number include
12 both the singular and plural.
13

14 **ARTICLE II - STATUS & ADMINISTRATION OF AGREEMENT**

15 **SECTION 2.1 - RATIFICATION AND MUTUAL CONSENT**

16
17
18 This agreement has been ratified by the Board of the Granite Falls School District and the Association
19 and signed by authorized representatives thereof and may be amended or modified during its term only
20 in accordance with any reopening provisions which may be contained in this Agreement or with
21 mutual written consent of both parties.
22

23 It shall become effective in accordance with the Duration Clause herein.
24

25 **SECTION 2.2 - RELATIONSHIP TO RULES, REGULATIONS, AND POLICIES**

26
27 This Agreement may supersede any rules, regulations, or policies of the District which shall be
28 contrary to or inconsistent with its terms.
29

30 **SECTION 2.3 - RELATIONSHIP TO INDIVIDUAL CONTRACTS**

31
32 All individual employee contracts shall be subject to, and construed consistent with, Washington State
33 Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter
34 executed shall expressly provide that it is subject the terms of this Agreement.
35

36 **SECTION 2.4 - CONFORMITY TO LAW**

37
38 This Agreement shall be governed and construed according to the Constitution and laws of the State of
39 Washington and rules, regulations and Court decisions binding upon the District, the Association, and
40 employees, If any provision of this Agreement shall be declared invalid under applicable legislation or
41 binding regulations, or found contrary to the law by any Court of competent jurisdiction, such
42 provision or application shall have the effect only to the extent permitted by law, and all other
43 provisions or application of this Agreement shall continue in full force and effect.
44

45 **SECTION 2.5 - DISTRIBUTION OF AGREEMENT**

46
47 The District shall within thirty (30) days of ratification prepare and deliver to the Association, two
48 hundred (200) copies of the Agreement for distribution to the employees. The cost of preparing the
49 Agreement shall be shared equally by the District and the Association, provided the District and the

1 Association shall agree upon the method of production. The District will provide new employees a
2 copy of the current collective bargaining agreement upon issuance of their personal service contracts.
3

4 **SECTION 2.6 - NO STRIKE**

5

6 During the term of this Agreement, there shall not be authorized or recognized any strike, slow down,
7 or work stoppage by the employees and/or the Association, regardless of whether an unfair labor
8 practice is alleged or otherwise. Should a strike, slow down, or other stoppage by the employees or the
9 Association occur, the Association will immediately instruct the employees in the bargaining unit to
10 return to work. If the employees in the bargaining unit do not resume work immediately as required by
11 this Agreement, any such refusal shall be sufficient cause for discharge and such employee shall be
12 subject to disciplinary action, including discharge, and the Association shall be subject to damages for
13 any failure or refusal to make all reasonable efforts to have the employees return to work. The parties
14 recognize that during the period of this Agreement, there shall not be authorized, allowed or
15 recognized by this Agreement any lockout of the employees by the Board or the District's management
16 personnel.
17

18 **SECTION 2.7 - APPENDICES**

19

20 The appendices are integral parts of this Agreement and by this reference are incorporated herein.
21

22 **SECTION 2.8 - CONTRACT WAIVER**

23

24 Building employees and administrators may jointly request, through the building site council, that the
25 District and Association waive requirements of the GFEA/District Collective Bargaining Agreement
26 with the following provisions:
27

- 28 a. The request must be made in writing and include:
 - 29 1. Reference to the specific provision of the Collective Bargaining Agreement request to be
30 waived;
 - 31 2. Evidence of employee, administrator, and site council participation in the decision-making
32 process leading to the request.
 - 33 3. Rationale for the waiver;
 - 34 4. Specific timeline/duration for the request;
 - 35 5. Effect of the waiver on other areas of the Collective Bargaining Agreement, if any.
- 36 b. The waiver request must be submitted to the Superintendent and the Association President
37 concurrently and will be granted only if both the District and the Association agree.
- 38 c. The parties mutually agree that any waivers granted are not precedent setting. The parties
39 further agree that once the waiver has expired, all Collective Bargaining Agreement rights will
40 return to status quo.
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1 d. If any aspect of a shared decision-making arrangement is contrary to the terms of this
2 Agreement, said aspect will not be implemented, or if already implemented will be
3 immediately discontinued, unless a waiver is obtained from the Association and the District.
4 The waiver, if granted, will be considered an addendum to this agreement, and any dispute as to
5 its interpretation or application will constitute a grievance within the meaning of Article IX.
6 Except to the extent waived pursuant to the above, this Agreement will remain in full force and
7 effect, and having full application to the employees who are affected by the shared decision-
8 making arrangements.
9

10 **ARTICLE III - ASSOCIATION RIGHTS**

11 **SECTION 3.1 - ACCESS**

12 Representatives duly authorized by the Association shall be permitted access to school district
13 property, during non-working hours, for the purpose of transacting official Association business,
14 provided said employees obtain prior approval by the appropriate designated administrative officer of
15 the District, which approval shall not be unreasonably withheld. For purposes of this provision, the
16 employee's thirty (30) minute, duty free lunch period shall be considered non-working hours; provided
17 that the Association shall also be entitled to hold meetings with the members of the Association or of
18 the Bargaining Unit at times before or after the student day has ended.
19

20 Duly authorized representatives of the Association (other than those employed by the District) shall be
21 permitted to transact official Association business on school property provided that this shall not
22 interfere with or interrupt normal school operations. Such Association official(s) shall notify the
23 building principal's office and/or the District Superintendent's office prior to entering a building for the
24 purpose of contacting individual members of the bargaining unit.
25

26 The right of access, herein provided for, shall be exclusive to the Association as the Exclusive
27 Bargaining Representative of the employees and no other employee organization purporting to
28 represent the employees, as defined in this Agreement, shall have the right to use District facilities to
29 transact their business, during the term of this Agreement.
30

31 **SECTION 3.2 - EQUIPMENT USE**

- 32
- 33 a. The Association may use school equipment with the permission of the Superintendent or
34 building principal.
 - 35 b. Use of equipment shall be limited to times when the equipment is not scheduled for other use.
 - 36 c. The Association shall assume financial responsibility for damage, repair, and loss of equipment
37 incident to such use.
- 38

39 **SECTION 3.3 - MEMBERSHIP COMMUNICATION**

40 The Association shall have the non-exclusive right to utilize bulletin boards in each faculty lounge.
41 The District agrees to maintain at least one (1) bulletin board in each faculty lounge.
42

43 The Association shall have the right to receive and send mail, at the Association's expense, through the
44 District mail service, and the right to distribute Association communications in the individual
45

1 employee mailboxes, through personal contact, postings, and through the District e-mail system. The
2 Association shall have the right to use a school's regular bulletin for announcement of Association
3 meetings.

4
5 The use of district facilities shall not be for any purposes prohibited by RCW 42.17.130.

6 7 **SECTION 3.4 - AVAILABILITY OF INFORMATION**

8
9 **Section 3.4.1** The Board, or its agents, shall furnish to the Association upon annual request at no cost
10 to the Association the following documents, at least three (3) days before regular Board meetings and
11 as soon as available for special meetings:

- 12 a. Board agenda;
- 13 b. Minutes of previous Board meetings;
- 14 c. Supplementary attachments to the agenda, excluding all confidential or privileged information;
- 15 d. The names and addresses of all employees represented by the Association, which list shall be
16 updated quarterly to account for additions or deletions.
- 17 e. District policies under consideration to be adopted by the Board.

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24 **Section 3.4.2** In addition, the Board, or its agents, shall furnish to the Association on a regular basis as
25 they are prepared, upon request, at no cost to the Association, the following financial documents:

- 26 a. Preliminary budget, if prepared by District;
- 27 b. Final budget and budget revisions;
- 28 c. Monthly financial statements;
- 29 d. Monthly status reports;
- 30 e. Annual reports;
- 31 f. Revenue worksheets;
- 32 g. Monthly enrollment summary;
- 33 h. Audit report.

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43 **Section 3.4.3** The parties hereby recognize that their respective obligations to bargain in good faith
44 concerning wages, hours, and other terms and conditions of employment impose a duty upon each of
45 them to provide pertinent and relevant information to the other party as may be necessary, from time to
46 time, in order that collective bargaining may proceed.

47
48 **Section 3.4.4** The District reserves the right to make any and all contracts permitted under law which
49 in its sole discretion it deems appropriate. Prior to contracting with vendors for services designed to

1 augment, supplant, or otherwise reduce bargaining unit work represented by the Association, the
2 District shall inform the Association of its intent, and upon the timely request of the Association, will
3 negotiate the effects of any such decision with the Association.
4

5 **SECTION 3.5 - MEMBERSHIP DUES DEDUCTION AND REPRESENTATION FEES**

6

7 The Association shall have the exclusive right to have deducted from the salaries of its members, upon
8 the member's initial authorization, the dues required for membership in the Association (including its
9 state of national affiliates, and including deductions for any Association-connected political action
10 committee). All dues will be collected in accordance with applicable state and federal laws.
11

12 On or before September 10 of each school year, the Association shall give written notice to the District
13 of the dollar amount of individual dues and assessments which dues and assessments are to be
14 deducted in the coming school year under payroll deduction. The amounts for these deductions shall
15 not be subject to change during the school year.
16

17 Members of the Association who had dues deductions made under the terms of the previous collective
18 bargaining agreement shall continue to be members of the Association and have dues deducted unless
19 such individuals revoke membership. Deductions for such members shall be made in twelve (12) equal
20 amounts from each paycheck beginning the pay period in September through the pay period in August
21 of each year.
22

23 For employees hired by the start of the school year, the Association shall have thirty (30) school days
24 from the start of each school year to sign up new employees or employees not formerly members for
25 payroll deduction of dues. This sign-up shall be done on a form provided by the Association, which
26 form shall authorize deduction of membership dues and assessments (including WEA, NEA, or any
27 Association-connected political action committee). A copy of said form shall be provided to the
28 District no later than October 1 of each school year. Deduction of such members' annual dues shall be
29 made in either twelve (12) or eleven (11) equal amounts depending on whether authorization for such
30 deductions are received by the District in time for the September or the October Payroll.
31

32 Employees who commence employment after the start of the school year shall have thirty (30) days to
33 authorize payroll deduction for membership dues. Such teachers shall have their deductions prorated in
34 one-twelfth (1/12) of the total annual amount for each month the teacher is employed. The form shall
35 be approved by the District.
36

37 The processes for membership authorization into the Association, WEA, NEA, or any Association-
38 connected political action committee or for revocation of membership from same, as well as
39 membership requirements in same, are prerogatives of these respective organizations, except as may be
40 expressly limited by this Agreement and/or applicable law.
41

42 Authorizations for regular dues deductions shall continue in effect for the life of this Agreement unless
43 a written request of revocation is submitted to the District and the Association, signed by the
44 employee, and received between August 1 and September 1.
45

46 For all membership dues authorization described above, the District agrees to promptly remit directly
47 to the Washington Education Association all monies to be deducted, accompanied by a list of
48 employees from whom the deduction has been made. A duplicate list shall be promptly provided the
49 Association as receipt for said transaction. On or before the monthly pay period, the District shall

1 notify the Association of any changes in said list due to teachers entering or leaving the employment of
2 the District.

3
4 Each month during the school year, the Association shall provide the District with the names of those
5 teachers who have joined the Association and paid its dues and assessments by means other than
6 through payroll deduction.

7
8 In the event that any employee fails to authorize dues deductions within the deadlines provided above
9 or revokes membership in the Association, the District agrees to deduct from the Salary of such
10 employee a representation fee in an amount equal to membership dues and assessments (at the rate of
11 1/12 of such annual dues and assessments for each whole month the employee is not a member of the
12 Association, not to include any Association-connected political action committee deductions).
13 Employees who have joined the Association and paid by other means other than payroll deduction, as
14 verified by the monthly Association list, shall not be subject to this deduction.

15
16 All representation fee deductions shall be handled and transmitted by the District in the same manner
17 as membership deductions provided that the District shall clearly distinguish between those paying
18 membership dues and those paying representation fees.

19
20 Any employee challenge to the payment of representation fees or as to the amount of said fees shall be
21 handled in accordance with law and with the internal procedures of the Association.

22
23 Employees have the right of non-association based on bona fide religious tenets or teaching of a
24 church or religious body of which such employee is a member. In the event that an employee has been
25 determined to have a bona fide religious objection to the payment of a representation fee or agency
26 shop, said employee shall pay an amount of money equivalent to regular dues and fees to a designated
27 charitable organization as heretofore established by the employee and the Association. Determination
28 of said right of non-association may be appealed to the PERC (Public Employment Relations
29 Commission). The District agrees to remit to the Association each month a list of employees on behalf
30 of whom charitable deductions have been made.

31
32 The Association will indemnify, defend, and hold the District harmless against any claims made, and
33 any suits or other legal proceedings instituted against the District on account of the dues deduction
34 and/or agency shop provision of this Agreement. The District and Association will mutually agree as
35 to selection of an attorney. The Association will refund to employees any amount paid to it in error on
36 account of the dues deduction authorization provisions. The District will notify the Association
37 promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek
38 to implement the provision of this paragraph.

39
40 **Section 3.5.1** Upon receipt of a written employee Dues Deduction Authorization form from an
41 employee, as defined under the "Recognition" section, the District will make the appropriate payroll
42 deduction as certified by the president of the Association and transmit the monthly dues as designated
43 by the Association, provided that no additional authorization over what has been provided previously
44 will be required of employees hired before the effective date of this Agreement. Any requested change
45 in the annual rate of membership dues as requested by the Association will require notification to the
46 payroll department no later than by September 15th of each year, such rate to be irrevocable for the
47 term of one (1) year.

1 **Section 3.5.2** Dues deduction authorization by an employee shall be on a form consistent with the
2 "Association Dues Deduction" section.

3
4 **Section 3.5.3** It is understood and agreed that this dues deduction system is only for the collection of
5 dues as described below, and shall not be used for the collection of any Association imposed fines.
6 Employees who no longer wish to have dues withheld from their checks shall provide written notice to
7 the Association and to the District Personnel Department between August 15th and September 1st of
8 any school year.

9
10 **Section 3.5.4** The dues deductions authorized by the above provisions shall be made in twelve (12)
11 equal amounts from each paycheck beginning from the pay period of September through the pay
12 period in August of each year. Employees who commence employment after September or terminate
13 employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual
14 amount for each month the employee is employed.

15
16 **Section 3.5.5** The Association shall hold the District harmless from all claims, whatsoever, made or
17 presented by employees against the District as a result of any payroll deductions made by the District
18 pursuant to the provisions herein before set forth; provided that the Association shall not be
19 responsible for any unauthorized deductions made by the District. Accordingly, it shall be the duty
20 and responsibility of the Association to reimburse any employee for which the District deducted an
21 amount in excess of the authorized deduction, provided the association actually received the excess
22 amount from the District.

23 24 **SECTION 3.6 - RELEASE TIME FOR FORMAL PROCEEDINGS**

25
26 The parties recognize that ordinarily proceedings in connection with collective bargaining and
27 grievances shall not take place during the normal employee working hours, without the mutual consent
28 of both parties or their respective representatives. When it is mutually agreed that proceedings related
29 to collective bargaining and grievances will take place during the normal employee working hours,
30 such release time shall not be deducted from Association leave days.

31 32 **SECTION 3.7 - BUILDING REPRESENTATIVES**

33
34 Individual school principals shall meet with designated Association Building Representatives at the
35 request of the Principal or Building Representative. Such meetings may be held at any time other than
36 when said representatives would be engaged in student contact activities. The purpose of these
37 meetings shall be to discuss the administration of this Agreement as it relates to the particular school,
38 provided that neither the Principal nor the Association Building Representative has the authority to
39 reach any decision which changes this Agreement.

40
41 The Association Building Representatives shall have the right to visit individual teachers or groups of
42 teachers represented by the Association and that Building Representative, at times other than when
43 such teachers or Building Representatives would be engaged in student contact activities, or by special
44 arrangements with the Principal at other times, so long as this shall not interfere with nor interrupt
45 normal school operations. All such visits must not interfere with any employee's activities while on
46 duty.

47 48 **SECTION 3.8 - ASSOCIATION LEAVE**

1 **Section 3.8.1** Thirty (30) days in each year of the agreement and forty (40) days in the final year of
2 the agreement of District paid employee leave shall be granted to the Association each school year.
3 Duly authorized representatives, designated by the President of the Association, shall utilize
4 Association leave as may be necessary for the transaction of official business as determined by the
5 Association provided that the President of the Association shall normally notify the Superintendent at
6 least three (3) days prior to the employee taking such leave. The Association shall reimburse the
7 District at the daily substitute rate of pay. Official Association business shall not include any illegal
8 conduct or activity which would violate the terms of this Agreement. Days which are unused in any
9 year shall be carried over into the next year and shall accumulate up to a maximum of twenty-five (25)
10 days.

11
12 **Section 3.8.2** In addition, the District shall grant up to fifteen (15) days leave for members of the
13 Association who are elected to the Board of Directors of the Washington Education Association,
14 President of the Pilchuck UniServ Council, Pilchuck UniServ Council Executive Board or assigned a
15 state association, national association, or Pilchuck UniServ Council related responsibility.

16
17 **Section 3.8.3** Nothing herein shall prohibit the Superintendent from granting additional leave for
18 Association business.

19 20 **ARTICLE IV - EMPLOYEE RIGHTS**

21 22 **SECTION 4.1 - INDIVIDUAL RIGHTS**

23
24 Employees shall be entitled to full rights of citizenship. There shall be no discipline or unlawful
25 discrimination with respect to the employment of any person because of such person's age, gender,
26 marital status, race, creed, color, national origin, domicile, sexual orientation, or the presence of any
27 sensory, mental or physical disability, unless based upon a bona fide occupational qualification,
28 provided that the prohibition against discrimination because of such handicap shall not apply if the
29 particular disability prevents the proper performance of the particular teacher involved. The District
30 shall treat employees with utmost professional regard, expect civil behavior in the work place from all
31 staff, students, parents and community members and will not tolerate demeaning or rude behavior from
32 any member of the learning community.

33
34 Nothing herein contained shall be construed to deny or restrict to any teacher such rights as he/she may
35 have under applicable laws and regulations, consistent with this Agreement.

36 37 **SECTION 4.2 - RIGHT TO JOIN AND SUPPORT THE ASSOCIATION**

38
39 All certificated employees, as defined in this Agreement, shall have the right to self-organization,
40 without interference, restraint or coercion, to form, join or assist the Association to bargain collectively
41 through its representatives, and shall also have the right to refrain from any and all such activities.

42
43 Neither the District nor the Association shall interfere with, restrain, or coerce employees in the
44 exercise of the above enumerated rights, nor shall the District encourage or discourage membership in
45 the Association by discrimination in regard to hire, tenure of employment or any term or condition of
46 employment, nor shall the District discharge or otherwise discriminate against any employee because
47 he or she has filed charges or given testimony in connection with any alleged unfair labor practice or
48 alleged grievance.

1 **SECTION 4.3 - EMPLOYEE DISCIPLINE AND JUST CAUSE**

2
3 **Section 4.3.1** If a meeting is scheduled at which the employer contemplates investigating or delivering
4 discipline, an employee shall receive prior written notification from his/her supervisor of that purpose.
5 Written notification of discipline shall state the basis for any disciplinary action, including dates of
6 verbal warnings. Any employee who has received such notification shall be entitled to have an
7 Association representative and/or legal counsel present at all subsequent meetings at which the
8 employee is required to attend. Once such representation is requested, no further action shall be taken
9 until the representative is present or has been given ample time to appear. Representation rights
10 provided above are intended to apply to meetings held to conduct an investigation that could lead to
11 disciplinary action; to meeting(s) held at which disciplinary action is taken; and any follow-up
12 meetings held after disciplinary action has been taken. No complaint or information related thereto
13 may be used as the basis for, or as evidence in, any disciplinary action against the employee unless the
14 provisions of this paragraph have been followed.
15

16 **Section 4.3.2** Such disciplinary action, if taken, must be for just cause as defined in the Seven Tests of
17 Just Cause (Appendix Q). The District is committed to a policy of progressive discipline except in
18 situations adjudged unlawful. Any disciplinary action shall be appropriate to the behavior which
19 precipitates such action.
20

21 **Section 4.3.3** No disciplinary action more than two (2) years old shall be applied toward future
22 disciplinary actions unless the disciplinary action was based on verbal or physical abuse, sexual
23 misconduct, unlawful discrimination, harassment, or unlawful contact with a student and/or the same
24 offense was committed during the two (2) year period of time. If the same offense was not committed
25 in said two (2) year period, any documents in the employee's personnel file related to the original
26 disciplinary action shall be expunged and destroyed at the request of the employee unless the
27 disciplinary action was based on verbal or physical abuse, sexual misconduct, unlawful discrimination,
28 harassment, or unlawful contact with a student. In accordance with RCW 28A.400.301, the District
29 shall not suppress, expunge, destroy, or remove any information about verbal or physical abuse or
30 sexual misconduct by a present or former employee as those terms are defined State law and
31 regulation.
32

33 **Section 4.3.4** The provisions of this Section shall not apply to discharges, non-renewals or actions
34 adversely affecting an employee's contract status as those actions are governed by RCW Chapter
35 28A.405, as now or hereafter amended and said statutes shall provide the exclusive procedure for
36 handling such actions.
37

38 **Section 4.3.5** An employee may be temporarily removed from his or her regular assignment pending
39 an investigation into alleged misconduct in accordance with the following:
40

- 41 a. This action shall be not be considered disciplinary and shall be an administrative leave with full
42 pay and benefits.
- 43
- 44 b. The District will, at the time the employee is temporarily removed from his or her regular
45 assignment, provide in writing to the Association President the specific reason(s) that warrant,
46 in the District's opinion, administrative leave.
47

- c. The employee and the Association will be provided, in writing, the specific complaint or alleged incident to be investigated. The employee and the Association will be updated in writing if the investigation extends to any other complaint or alleged misconduct.
- d. The District will begin the investigation as quickly as possible and engage sufficient investigatory resources to complete investigations in a timely manner. The administrative leave may extend beyond the investigation period no more than five (5) days, except when the District has given the employee a notice of probable cause for discharge or if there are extenuating circumstances, in which case the District will notify the Association immediately of the circumstances.
- e. The District will inform the Association when interviews are being conducted with a member of the Association and, upon employee request, provide the opportunity for the employee's Association representative to observe the interview.

SECTION 4.4 - ACADEMIC FREEDOM

Academic freedom is the right of a qualified employee to encourage freedom of discussion of controversial questions in the school setting and to develop in students a love of knowledge and a desire to research all points of view of a problem.

Academic freedom will be guaranteed to the employees covered by this Agreement so long as exercised within the following limitations:

Section 4.4.1 The Association and the District recognize that the application of the principle of academic freedom at the common school level involves considerations which are not equally present in the college or university.

Section 4.4.2 The employees must take into account the maturity of their students and the need for guidance and help in studying the issues and arriving at balanced views.

Section 4.4.3 Employees must be free to think and express ideas in the school setting. Such freedom must be unrestricted, except as it conflicts with the basic responsibilities to utilize current District authorized courses of study.

Section 4.4.4 Academic freedom will be guaranteed to employees; however, this guarantee cannot supersede the policies, rules, and regulations of the District.

Section 4.4.5 The employee must act in accordance with accepted courses of study.

Section 4.4.6 The Association shall cooperate with the District in its defense against any and all claims or suits brought by an outside party that arise out of District adherence to the provisions of this section.

SECTION 4.5 - PERSONNEL FILES

Each employee shall, upon request, have the right to inspect, during normal business hours, at the District business offices, all contents of his/her complete personnel file kept within the District, excluding confidential employment references. Upon request, a copy of any documents contained

1 therein shall be afforded the employee at District expense. Additional copies shall be afforded at no
2 cost to the District. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in
3 the District. A separate file for processed grievances shall be kept apart from the teacher's personnel
4 file, which shall be open for inspection by the teacher.
5

6 An employee's designated representative may, at the teacher's request, be present at the requested
7 inspection of the employee's personnel file or grievance file. Any such inspection shall be in the
8 presence of a District designee.
9

10 Each teacher's personnel file shall contain the following minimum items of information: the teacher's
11 evaluation reports; copies of annual contracts; teaching certificate; a transcript of academic records.
12 Final evaluation reports (Appendices P, Q and R) shall be maintained in this file, and not observation
13 reports.
14

15 Upon request by the teacher, the Superintendent, or his/her official designee, shall sign an inventory
16 sheet verifying the contents of the personnel file and date same, provided the employee shall not make
17 an unreasonable number of requests.
18

19 The District shall place and maintain in the personnel file, upon request by the employee, the
20 employee's personal written comments submitted for the purpose of clarifying, explaining or rebutting
21 any specific designated material otherwise contained in the said employee's personnel file. Said
22 employee's personal written comments shall be dated and signed by the employee before being placed
23 in the employee's personnel file.
24

25 Employees will be informed of any formal complaint made against the employee by any parent,
26 student or other person. Formal complaints involving serious allegations justifying investigation by
27 the District will be investigated by the Principal, Superintendent, or his/her designee. Said
28 investigation must include consultation with the teacher. Only after said investigation may any
29 reference to the complaint be included in a teacher's personnel file.
30

31 Unless otherwise provided by law, or this Agreement, any derogatory material contained in a teacher's
32 file may be expunged from said file at the discretion of the Board or Superintendent or upon mutual
33 consent of the teacher and the Board or Superintendent, or upon order of any appropriate adjudicatory
34 agency. Derogatory material shall not be included in an employee's personnel file if a copy of said
35 material has not been made available to the employee. At the request of the employee, derogatory
36 materials shall be removed after they have been in a file for two (2) years with the exception of
37 materials referenced in Section 4.3.3 of Just Cause. In accordance with RCW 28A.400.301, the
38 District shall not suppress, expunge, destroy, or remove any information about verbal or physical
39 abuse or sexual misconduct by a present or former employee as those terms are defined in State law
40 and regulation.
41

42 **SECTION 4.6 - EMPLOYEE PROTECTION**

43
44 **Section 4.6.1** The District agrees to maintain and pay for liability insurance covering certificated
45 employees within the bargaining unit, covering liability incurred by them as a result of their negligence
46 within the scope of their employment with the District, in accordance with current coverage.
47

48 In addition, the District agrees to provide all certificated employees with insurance protection covering
49 said employees while engaged in the maintenance of order and discipline and the protection of school

1 personnel and students by such employees. Such insurance will include liability insurance covering
2 injury to persons and property, and insurance protecting those employees from loss or damage to their
3 personal property incurred while so engaged.
4

5 At such times as any employee shall become aware of facts which may give rise to any claim
6 hereunder, said employee shall attempt to notify the Superintendent of such facts, within one (1)
7 working day and in any event, such employee shall notify the Superintendent of such facts or present
8 any employee claim within thirty (30) days thereafter. Within five (5) working days after receipt of
9 such knowledge, the Superintendent shall initiate the required claim procedure with the appropriate
10 insurance carrier.
11

12 Whenever an employee is absent from employment and unable to perform duties as a result of personal
13 injury sustained in the course of employment, said employee shall be entitled to use accumulated sick
14 leave. In the event the employee acquires Industrial Insurance Benefits in the form of time-loss
15 payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis
16 so that the combination of time-loss payments and sick leave benefits will equal the employee's
17 regular salary (under no combination of the above shall an employee be paid greater than their current
18 salary amount), or said employee may choose to utilize full accumulated sick leave before accepting
19 time-loss payments. Under the first option, deductions from accumulated sick leave will be made on
20 the same pro-rata basis. Upon exhaustion of sick leave, said teacher shall be entitled to leave without
21 pay (except for any Worker's Compensation Award) for the balance of the school year, and then shall
22 be entitled upon verification by a physician of the employee's physical ability to perform to return to
23 service by the immediate beginning of the following school year.
24

25 **Section 4.6.2 - Right to Perform Duties** The District is strongly committed to supporting all its
26 employees in the reasonable exercise of their duties. The District will take all appropriate and
27 necessary actions to comply with its legal obligation to support members of the bargaining unit as they
28 appropriately interact with students, parents and members of the community.
29

30 The District will recommend prosecution to the fullest extent provided by law to the appropriate
31 prosecuting attorneys concerning any person on school premises who either is under the influence of
32 alcohol or who has possession of illegal drugs or other non-prescribed narcotic substances and/or who
33 physically or verbally abuses or intimidates or interferes with an employee who is appropriately
34 performing his/her duties.
35

36 **SECTION 4.7 - STUDENT DISCIPLINE**

37

38 The District administration and Board shall support and uphold the use of prudent, legal and
39 reasonable disciplinary measures by teachers. It is understood and agreed that the provisions outlined
40 below imply certain teacher responsibilities in implementation of sound disciplinary practices. To
41 assist teachers in the exercise of those responsibilities, the District shall:
42

43 **Section 4.7.1** Insure that the building administrator and teachers in a school building shall confer at
44 least annually in order to develop and/or review building and District disciplinary standards and
45 uniform enforcement of those standards.
46

47 This meeting may also be used to update all teachers regarding applicable federal, state and local laws
48 and District rules, regulations and procedures pertaining to students' rights and processing of student
49 discipline. Such meetings shall be held no later than October 1 of each school year.

1
2 **Section 4.7.2** Recognize and support a teacher's use of such reasonable force as is necessary to protect
3 himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse or injury, or
4 to protect personal or District property from destruction or theft.
5

6 **Section 4.7.3** Recognize the right of teachers to expect acceptable behavior from all students.
7

8 **Section 4.7.4** Recognize a teacher's right to recommend in writing, including supportive rationale,
9 suspension or expulsion of a student. Where such written recommendations are made but not agreed to
10 by the administration, the District shall provide a timely explanation to the teacher regarding their
11 disposition of the recommendation. Upon request of the employee, a written explanation with
12 supportive rationale will be provided.
13

14 **Section 4.7.5** The District is committed to the safety and security of all members of the learning
15 community and shall support this community in at least the following ways:
16

- 17 a. Possession or use of weapons, explosives, firecrackers or other items that appear to be weapons
18 is prohibited. Any student in possession of or using these items will be immediately
19 disciplined in accordance with building policy, district policy, and state law.
20
- 21 b. Any student who commits a serious assault will be immediately disciplined in accordance with
22 building policy, district policy, and state law. Serious assaultive behaviors are defined as either
23 physical assaultive behavior, purposeful assaultive, aggressive behavior, with intent to do
24 serious harm, or verbal assaultive behavior, racial threat or threat to do physical harm, or verbal
25 assaultive behavior, either student to student or student to staff.
26
- 27 c. An employee is authorized to use force upon or toward a student or person on or around school
28 premises whenever such employee is about to be injured, or to prevent a criminal trespass, a
29 malicious trespass, or other malicious interference with real or personal property which is in
30 his/her possession, or in the possession of another employee or student on school premises.
31
- 32 d. Before being readmitted to school, students who have been expelled for offenses relating to
33 weapons or serious assaultive behaviors must meet State, Washington Administrative Code and
34 District requirements for reinstatement.
35
- 36 e. The District will recommend prosecution to the fullest extent provided by law to the
37 appropriate prosecuting attorneys concerning any non-employees on school premises who is
38 either under the influence of alcohol or who has possession of illegal drugs or other non-
39 prescribed narcotic substances and/or who physically or verbally abuses or intimidates or
40 interferes with an employee who is appropriately performing his/her duties.
41
- 42 f. When a student is referred for disciplinary action by other than the classroom teacher, the
43 teacher shall be informed and discipline will be enforced in accordance with Section 4.7.6
44
- 45 g. All employees will be informed when a student's action poses a threat to the student's self and
46 others.
47
- 48 h. All employees who work with or are affected by a suspended or expelled student shall be
49 notified of the expulsions and suspensions of that student.

1
2 **Section 4.7.6** Recognize and support a teacher's right to temporarily remove a student from a class or
3 activity. Any student who creates a disruption of the educational process in violation of the
4 building/District disciplinary standards while under a teacher's immediate supervision may be
5 excluded by the teacher from his/her individual classroom and instructional or activity area for up to
6 the following two school days or until the Principal, or designee, and teacher have conferred,
7 whichever occurs first: provided, that except in emergency circumstances, the teacher shall have first
8 attempted one or more alternative forms of corrective action; provided further, that in no event without
9 the consent of the teacher shall an excluded student be returned during the balance of that class or
10 activity period.

11
12 **Section 4.7.7** Notify the teacher immediately in any instance in which a student or parent instigates
13 any grievance procedure (formal or informal) relative to any student disciplinary matter in which the
14 teacher may be involved and keep all involved teachers apprised of the status and disposition of all
15 such student disciplinary appeals.

16
17 **Section 4.7.8** Guarantee the right of any teacher involved in any student disciplinary hearing or appeal
18 to have his/her own representation.

19
20 The administrator of each school shall support teachers according to the provisions herein and
21 uniformly enforce the building disciplinary standards as developed in accordance with Section 4.6.1.

22 23 **SECTION 4.8 - INDIVIDUAL CONTRACTS**

24
25 **Section 4.8.1 - General Provisions** The Board shall make, with each employee employed by it, a
26 written contract, which shall be in conformity with the laws of the State of Washington, and with this
27 Agreement, and except as otherwise provided by law, limited to a term of not more than one (1) year.
28 Every such contract shall be made in triplicate and shall be given to the teacher each year for signature.
29 Two (2) copies are to be forwarded to the District office to be signed by the Superintendent. One (1)
30 copy will be retained by the School District Superintendent, or designee, and placed in the teacher's
31 personnel file and the second copy is to be returned to the teacher.

32
33 At the time of signing an individual contract, a teacher must affirm that he/she has not signed any other
34 employment contract for the same term in another school district in the State of Washington or that the
35 Board of Directors of such other school district has released said teacher from his/her obligations
36 under the previous contract. The individual teacher contract shall be in the form designated in
37 Appendix F for non-provisional employees, and in Appendix G for provisional employees.

38
39 **Section 4.8.2 - Release From Individual Contracts** The District will honor employee requests for a
40 release from contract up to July 1. Requests for release after these dates shall not be withheld provided
41 a qualified employee can be hired to replace the employee. When an illness or other personal
42 circumstance makes it impossible for the employee to continue his or her employment with the District
43 such employee shall be released from his/her contract.

44 45 **SECTION 4.9 - CO-CURRICULAR CONTRACTS**

46
47 All District specified co-curricular contract assignments shall be by written contract. Such co-
48 curricular contracts shall not be considered subject to or part of the regular employment contract.
49 Employee acceptance of co-curricular contract offers shall be voluntary unless otherwise specified by

1 this Agreement, and the District cannot condition the continuance of a regular contract on employee
2 acceptance of a co-curricular assignment.

3
4 At such times as the District shall have openings for co-curricular employment, the District shall give
5 general notice.

6
7 Each co-curricular contract shall specify, as nearly as possible, the inclusive dates defining the period
8 during which the assignment shall be performed. Such contracts for activity supervision may be
9 conditioned upon adequate enrollment, as determined by the District, to justify the position.

10
11 Co-curricular contracts shall be executed as early as possible and the parties shall endeavor to execute
12 such prior to the close of the school year immediately preceding the school year in which the
13 assignment is to be performed. Such contracts shall be offered before service is to commence.

14
15 No employee holding a co-curricular contract which is directly related to the employee's teaching
16 assignment shall be dismissed, nonrenewed, or discharged from that position, either during the term of
17 that contract or for the following school year without just cause. Employees shall receive written
18 notice specifying the reasons for any such action; if such action is for the following school year, notice
19 shall be given no later than June 15.

20
21 Co-curricular contract positions normally filled by certificated staff shall continue to be performed by
22 certificated staff. Qualified in-district applicants shall have preferential right over other applicants for
23 co-curricular contract positions.

24
25 Each employee approved by the principal to fill co-curricular positions shall receive a stipend as a
26 supplementary contract for performance of employer-determined duties according to the Co-Curricular
27 Salary Schedule. (Appendix D). Upon receipt of documentation from previous employer, employees
28 with prior years experience in other districts will be allowed experience credit on the schedule to the
29 same extent as though such prior experience had been worked in this District.

30 31 **SECTION 4.10 - ASSIGNMENTS, TRANSFERS AND VACANCIES**

32 33 **Section 4.10.1 - General Provisions**

- 34
- 35 a. The District shall, in filling positions through employee transfer(s) or re-assignment(s),
36 consider the qualifications, interests, and aspirations of current employees as well as the needs
37 and interests of the District. For purposes of this Section, the term "assignment" or
38 "reassignment" means a change in an employee's position within the same building or District
39 program. The term "transfer" means a change in the employee's position from the employee's
40 work site to a different work site. (e.g. from Building A to Building B) For the purposes of this
41 section, "current" means, employees on continuing or provisional contracts.
 - 42
43 b. No new position or vacancy may be filled without giving all current employees the opportunity
44 to apply for a transfer and/or reassignment. Employees interested in reassignment or transfer
45 may make their interest known in the space provided on the District Intent to Return Form
46 submitted annually by April 15.
 - 47
48 c. Notices of all openings for the school year or for the following school year shall be posted and
49 given to the staff and Association through electronic notice on the district website and district

1 email as far in advance of the date of the opening of any vacancies or new positions as possible,
2 but in any event, not less than one (1) week prior to the filling of the opening. The District may
3 post notice of a vacancy internally and externally concurrently if a vacancy occurs after July
4 15, if a vacancy must be filled during the school year, or when the District and Association
5 specifically agree.
6

- 7 d. The District shall interview and consider applicants from outside the District only after the
8 District has provided in-district applicants an opportunity to meet and/or be interviewed by the
9 Superintendent or his or her designee. An internal candidate who meets the qualifications for a
10 position shall be hired before an outside candidate. If there are two or more internal candidates
11 for a position, see Section 4.10.2.b.
12
- 13 e. The criteria to judge qualifications shall include the following:
14 • Appropriate certificate(s) including required endorsements;
15 • Employee's major and minor fields of study;
16 • Qualifications in specialty areas; and
17 • Previous successful experience as evidenced by evaluation and/or credential file.
18
- 19 f. Upon closing an in-district position, current long term leave replacement employees shall be
20 considered prior to the position being opened to applicants outside the district.
21
- 22 g. Seniority for the purposes of this Section shall be defined in the same manner as in the
23 Reduction in Force Section of this Agreement.
24
- 25 h. When it is necessary to fill new positions or vacancies through transfer and/or reassignment of
26 current employees, the District shall do so through the following processes listed in priority
27 order.
28
- 29 1. Through voluntary reassignment within the same school;
 - 30 2. Through voluntary transfer from a different school;
 - 31 3. Through involuntary reassignment or involuntary transfer.
32
- 33
- 34
- 35 i. The administration shall provide every employee within a given school notice indicating their
36 tentative teaching assignments (including grade levels and all subject areas to be taught) for the
37 next school year. Said notice shall be provided no later than the last working day of the school
38 year. The District shall provide immediate notice as soon as any change in said assignment is
39 known. If any change involving a totally different subject area or grade level is made either
40 within one calendar week of the starting of school, or within the school year, upon said
41 employee's request, the District shall provide up to two (2) days release time for the employee
42 to prepare for the new assignment.
43
- 44 j. Upon their request, employees transferred/reassigned will receive assistance from the District
45 in moving instructional materials. The move will be accomplished so that such materials are
46 available for use at the new school or place of assignment prior to the first day of the new
47 assignment.
48

- 1 k. Employees assigned to a new classroom or instructional location within the same building
2 during the school year will be provided one (1) day of release time. If a change in
3 classroom/instructional location is made before the start of a school year, the employee will be
4 compensated at a stipend of one day at per diem in order to prepare materials for instruction at
5 the newly assigned classroom.
6

7 Section 4.10.2 - Voluntary Transfer/Reassignment
8

- 9 a. Employees may at any time informally indicate their preference for an assignment to the
10 appropriate building principal and/or the Superintendent.
11
12 b. In deciding on a voluntary transfer or reassignment, whenever the District has to choose
13 between two or more current employees whose qualifications (using the same criteria as in
14 4.10.1.e) are reasonably equal, the District shall give the position to the employee having the
15 greatest seniority.
16
17 c. For an employee voluntarily transferred/reassigned during a school year, he/she shall receive at
18 least five (5) school days written notice before reporting to a new building or workplace
19 location.
20
21 d. An employee whose request for transfer has not been granted may, by written request to the
22 Superintendent or his/her designee, receive a written explanation and/or a personal meeting
23 explaining the reasons why the request was not granted.
24

25 Section 4.10.3 - Involuntary Transfer/Reassignment
26

- 27 a. In deciding on an involuntary transfer or reassignment, whenever the District has to choose
28 between two or more current employees who meet the minimum qualifications for the new
29 position or vacancy, the District shall involuntarily transfer or reassign the least senior
30 employee. When it is known that a transfer or reassignment must be made from a specific
31 school, or grade level, or subject area, or specialty area, then this seniority provision may be
32 applied only for the group from which the transfer or reassignment is to be made.
33
34 b. At least five (5) school days written notice will be given to the employee who is to be
35 transferred/reassigned. Said notice shall specify the cause for the transfer/reassignment and the
36 reasons the particular employee was selected. The employee shall be entitled to conference
37 with the administrator responsible for the decision, said conference to be held before the
38 transfer/reassignment becomes effective.
39
40 c. The administration will make a reasonable effort to preclude an employee from being
41 involuntarily transferred/reassigned from one location to another twice during the same school
42 year or from being involuntarily transferred/reassigned during two consecutive years. This
43 effort may include a decision to transfer a more senior employee as defined in 4.10.1.f.
44
45 d. An employee involuntarily assigned/transferred to teach a course of study or grade level
46 outside his/her endorsed areas, major or minor degrees shall be given training and assistance
47 necessary to perform such assignment as determined by the Superintendent.
48

1 **SECTION 4.11 - DIGITAL SURVEILLANCE**

2
3 Digital surveillance technologies shall not be implemented or accessed without the prior notification to
4 the Association.

5 **ARTICLE V - MANAGEMENT RIGHTS**

6
7 Except as otherwise specified by the provisions of this Agreement, the Board retains the exclusive
8 right and power to manage the District and direct the employees and to delegate, to the extent allowed
9 by law, said right and power to management personnel, including the customary and usual rights,
10 powers, functions, and authority of management vested in the District by law. Included in these rights,
11 in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement is
12 the right to:

- 13
14 a. Direct the work force and schedule working hours;
- 15
16 b. To hire, classify, evaluate, promote, retain, transfer, assign and reassign employees in positions
17 and work functions and establish, modify or change work schedules or standards;
- 18
19 c. To suspend, non-renew, discharge, demote or take disciplinary action against employees;
- 20
21 d. To subcontract work;
- 22
23 e. To deal with all phases of school location, use, design, feasibility, need, cost, control, and
24 determination;
- 25
26 f. To prepare, allocate, and prioritize the District budget;
- 27
28 g. To develop and adopt curriculum and educational programs;
- 29
30 h. To determine the means and personnel for conducting school district operations and functions
31 efficiently therein;
- 32
33 i. To utilize technology;
- 34
35 j. To release employees for lack of work.

36
37 The right to make necessary rules and regulations in connection with the implementation of this
38 Agreement shall be considered acknowledged functions of the Board, and may be delegated to
39 management. In making rules and regulations relating to personnel policies, procedures and practices,
40 the Board shall recognize rights and obligations of the employees and the District as imposed by this
41 Agreement.

42
43 All matters not specifically and expressly covered or treated by the language of this Agreement are
44 retained as management rights and may be administered by the District in accordance with such policy
45 or procedure as the Board of Directors may, from time to time, determine.

46
47 **ARTICLE VI - LEAVES**

1 **SECTION 6.1 - GENERAL LEAVE PROVISIONS**

2
3 Benefits for part-time employees shall be prorated in accordance with the leaves in this Article.

4
5 **Section 6.1.1 - State and Federal Family and Leave Laws**

6
7 The District will apply all State and Federal family leave laws including any additional or improved
8 employee right or benefit under said laws while this contract is in force. Benefits are maintained
9 during this period. Leave may be taken without pay or using any available leave the employee has
10 accumulated.

11
12 **SECTION 6.2 - ANNUAL LEAVE FOR ILLNESS, INJURY AND EMERGENCY LEAVE**

13
14 **Section 6.2.1** All full-time equivalent employees of the District shall be granted twelve (12) days of
15 paid annual leave each year. For employees contract less than a full school year and/or contracted as
16 part-time employees, the twelve (12) days shall be prorated based on the employee’s FTE contract.
17 Such leave shall accumulate from year to year, as authorized by state law. Any employee leaving the
18 District for a period of time and then rehired shall retain all illness, injury and emergency leave days
19 previously accumulated and not cashed out or used in another district. This leave is intended for use as
20 follows:

- 21
- 22 a. For the employee’s illness, injury, disabilities including temporary disabilities, including
23 temporary disabilities caused or contributed by pregnancy, childbirth and subsequent recovery,
24 as authorized by law. After five (5) consecutive days of such leave, the District may require
25 reasonable proof of absence.
 - 26
27 b. Bona fide emergencies that lead to the application of this leave must be suddenly precipitated
28 and be of such nature that pre-planning could not relieve the necessity of the employee’s
29 absence. The problem must be one of major importance and not a mere inconvenience. It is not
30 the intent of this emergency leave proviso to provide, expand upon or add to vacations,
31 weekends, or other types of leaves.
 - 32
33 c. For care due to illness or injury of a child of the employee or of a child of the employee’s
34 spouse or domestic partner. “Child” means a biological, adopted, foster child, a legal ward, or
35 a child of an employee standing in loco parentis who is under the age of eighteen years or
36 eighteen years of age or older and incapable of self-care because of mental or physical
37 disability.
 - 38
39 d. For serious illness, injury, poor health, disabilities, or emergency medical conditions involving
40 the employee’s family including the family of employee’s domestic partner, or anyone living
41 with the employee as part of the family. After five (5) consecutive days of such leave, the
42 District may require reasonable proof of absence.

43
44 **Section 6.2.2** Unless impossible, the employee shall notify his or her immediate supervisor or the
45 District Superintendent’s office as soon as the leave is contemplated and, in any event, by 6:00 A.M.
46 or at least two (2) hours prior to the time the employee would have otherwise commenced the
47 performance of his or her duties with the school district if such employee intends to take leave for
48 illness, injury, or emergency

1 **Section 6.2.3** An employee who has exhausted accumulated leave hereunder and has provided a
2 statement from a doctor that he or she is unable to perform his/her duties because of illness or other
3 disability may be entitled to leave without pay up to the remainder of the school year. Nothing shall
4 preclude such an employee from applying for leave under Section 6.11 of this Agreement. The
5 District may require reasonable proof of absence when an employee has exhausted accumulated leave
6 hereunder.
7

8 **Section 6.2.4** Leave Sharing: Employees may donate leave to a fellow employee in accordance with
9 current RCW, WAC, and OSPI bulletins and directives when one of the following circumstances has
10 caused or is likely to cause the employee to take leave without pay or terminate his/her employment:
11

- 12 a. The employee's doctor determines due to an extraordinary or severe illness, injury, impairment,
13 or physical or mental condition the employee cannot work.
- 14
- 15 b. The Doctor of an employee's relative or household member determines due to an extraordinary
16 or severe illness, injury, impairment, or physical or mental condition said relative or household
17 member requires the employee's care.
- 18
- 19 c. An employee has been called to service in the uniform services.
20

21 **Section 6.2.5** Employees who, prior to qualifying for compensation under Labor and Industries rules
22 and regulations, Illness, Injury and Emergency leave due to an on-the job assault by a student or
23 parent, shall have three days of such leave credited back to their leave balance.
24

25 **SECTION 6.3 - SICK LEAVE CASH OUT**

26
27 In January of the year following any year in which a minimum of sixty (60) days of leave for illness is
28 accrued, and each January thereafter, any eligible employee may exercise an option to receive
29 remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to
30 one day's monetary compensation of the employee for each four (4) days of accrued leave for illness or
31 injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been
32 received shall be deducted from accrued leave for illness or injury at the rate of four days for every one
33 day's monetary compensation: Provided that no employee may receive compensation under this
34 Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per
35 month.
36

37 At a time of separation from school district employment, an eligible employee, or the employee's
38 estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the
39 employee for each of four (4) full days accrued leave for illness or injury. An eligible employee is one
40 who (a) separates due to retirement or death; or (b) is at least fifty-five (55) years of age and has either
41 ten (10) years of service under TRS plan 3 or fifteen (15) years of service under TRS plan 2.
42

43 **SECTION 6.4 - CHILDBIRTH AND CHILDCARE LEAVE**

44
45 The options contained in this Section are available to an employee with regard to leaves related to
46 childbirth and/or childcare.
47

48 **Section 6.4.1 - Child Birth Leave**

1 Child Birth leave refers to the period of disability due to pregnancy and/or the birth of a child. The
2 length of childbirth leave may vary and is based on the employee's needs as verified by a treating
3 physician.
4

5 A pregnant employee may take a leave without pay or use some and/or all accumulated annual leave to
6 cover temporary disabilities caused or contributed to by pregnancy, childbirth and recovery there from.
7 The purpose of this option is to cover only the period of disability and should not be used if the
8 employee desires a longer leave. Notice of the number of annual leave days the employee intends to
9 use consecutively and intends to retain shall be provided at the time she notifies the District as required
10 below. Leave days for the disability period not covered by illness, injury or emergency leave shall be
11 without pay and benefits unless otherwise required by law.
12

13 Except in cases of medical emergency, the employee shall inform the District at least thirty (30) school
14 days in advance of their intention to take leave, and of the approximate time she expects to return to
15 work.
16

17 Childbirth leave shall extend no more than thirty (30) work days immediately following childbirth
18 unless the employee's physician certifies that the employee is unable to perform her normal duties as
19 an employee due to a temporary disability caused by childbirth.
20

21 **Section 6.4.2 - Child Care Leave**

22
23 Child care leave refers to the period of time not to exceed 12 months:
24

- 25 1. after the temporary disability period related to childbirth, or
- 26 2. following the birth of a male employee's child or the child of an employee's domestic partner,
27 or
28
- 29 3. after the adoption of a child, or
- 30 4. after acquiring long-term parental guardianship due to the execution of a will or by statute.
31

32
33 An employee may take a leave without pay or use some his/her accumulated illness, injury, or
34 emergency leave for childcare leave. Notice of the number of accumulated illness, injury, or
35 emergency leave days the employee intends to use consecutively and intends to retain shall be
36 provided at the time he/she notifies the District. The notice requirements provided shall be the same as
37 in Childbirth Leave except that the date of return shall be set at the time the leave was granted.
38 Childcare leave is limited to twelve (12) months from the last date of the employee's childbirth leave,
39 for male employees after the birth of their child, or the date of adoption, or after acquiring long-term
40 parental guardianship due to the execution of a will or by statute.
41
42

43 **SECTION 6.5 - FAMILY ILLNESS LEAVE**

44
45 Employee shall be entitled to a maximum of three (3) days leave with pay per school year for absence
46 caused by serious illness to an employee's child, sibling, parent, parent-in-law, grandparent,
47 grandchild, or any person living in the immediate household as a member of the family. Leave for
48 family illness must be approved by the superintendent on the *Pre-Planned Leave Form* (which
49 includes the definition of serious illness as per federal and state guidelines). The *Pre-Planned Leave*

1 Form shall be submitted prior to the event when possible. Such leave shall not be deducted from sick
2 leave and is non-cumulative.

3
4 An employee may use accrued illness, injury, and emergency leave to care for: a) a child of the
5 employee with a health condition that requires treatment or supervision; or b) a spouse, parent, parent-
6 in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
7

8 **Section 6.5.1 - Additional Provisions Applicable to All Leaves Contained in this Section**

- 9
10 1. Employment shall be guaranteed upon return from any leave contained in this section and shall
11 be to the employee's former position provided the employee returns within the current year. In
12 cases where leave extends beyond the school year, the District shall make every effort to return
13 the employee to the same assignment. If it is not possible to return the employee to the same
14 assignment, then the new assignment shall be to a reasonably equivalent position with at least
15 equivalent compensation. Such position is subject to regular provisions of transfer and
16 reduction in force.
17
- 18 2. The leaves contained in this Section which are without pay mean that the employee shall not
19 accrue seniority or salary experience increment during the leave without pay.
20
- 21 3. In any instance that a conflict between the provisions of this section and any law may arise, the
22 law shall take precedence.
23
- 24 4. During any leave contained in this Section which is without pay or benefits, insurance
25 eligibility and benefits may be continued at the employee's option and at the employee's own
26 expense where permitted by insurance company agreements and consistent with provisions of
27 COBRA.
28

29 **SECTION 6.6 - PERSONAL LEAVE**

30
31 An employee shall be granted up to three (3) full days of paid leave each year to attend to personal,
32 legal, business, or family matters which require absence during school hours. The employee shall,
33 when possible, notify the District at least forty-eight (48) hours in advance of taking said leave.
34 Unused Personal Days may be accumulated up to five (5) days.
35

36 Employees who do not use the available days may, at the end of the school year, cash in the unused
37 days on a two for one basis. Payment shall be at the employee's per diem rate. The per diem pay will
38 be included in the July pay warrant. Accumulated days may not be cashed out. When days are carried-
39 over from one year to the next, use of personal leave by an employee shall first be considered to be
40 from his/her accumulated day(s).
41

42 **SECTION 6.7 - BEREAVEMENT LEAVE**

43
44 Bereavement leave, with pay, shall be allowed in accordance with the following:

- 45
46 a. The District shall grant to all employees five (5) days paid leave (non-accumulative) for each
47 death in the immediate family including the immediate family. Immediate family includes:
48 spouse, domestic partner, child, sibling, parent, family in-laws, stepfamily, grandparent,
49 grandchild, and any person living in the immediate household as a member of the family.

- b. In addition to the above, employees shall be entitled one day (1) per year herein for other bereavement purposes.
- c. Additional bereavement leave may be allowed at the discretion of the Superintendent.

SECTION 6.8 - SUBPOENA LEAVE/JURY DUTY

Leave of absence without pay shall be granted when a teacher is subpoenaed to appear in a court of law except that leave with pay shall be granted when such subpoena is school related unless subpoena results from the employee suing the district. All employees subpoenaed to appear in court shall notify the District immediately and provide the Superintendent's office with a copy of the subpoena. Nothing in this provision shall preclude the right of an employee subpoenaed to appear in court, from demanding from the party serving the subpoena such sum as may be necessary to compensate the employee for any loss of pay from the District.

It is also understood and agreed that Emergency Leave (Section 5.2) would also qualify when a teacher is subpoenaed to appear in a court of law.

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Upon request, the employee may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations to their District assignment. Any compensation received for jury duty performed during working hours shall be reimbursed to the District.

SECTION 6.9 - MILITARY LEAVE

Every member who is a member of the Washington National Guard or of the Army, Navy, Coast Guard, or Marine Corps Reserve of the United States, or of any organized Reserve or Armed Forces of the United States shall be entitled to and shall be granted military leave of absence from employment for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in order that the employee may take part in active duty training in such manner and at such times as he or she may be ordered to active duty training. Such military leaves of absence shall be in addition to any other paid leave to which the employee might otherwise be entitled, and shall not involve any loss of privileges or pay. It shall be the duty of all employees who may be ordered to take part in active duty training from time to time, pursuant to the above leave policy to make every effort to schedule such training during the non-academic school year and/or non-working hours and to notify the District, as soon as known, the dates of any leave anticipated under this provision. It shall further be the duty of each employee taking military leave to supply the District with a statement of his earnings from the military while on such leave.

SECTION 6.10 - MILITARY FAMILY LEAVE

The District shall comply with the Military Family Leave as described in RCW 49.77.010. At the employee's discretion, such leave shall be with or without pay. If with pay, leave shall be deducted from Annual Leave as described in Section 6.2.

SECTION 6.11 - DOMESTIC VIOLENCE LEAVE

1 The District shall comply with the Domestic Violence Leave described in RCW 49.76.030. At the
2 employee's discretion, leave shall be with or without pay. If with pay, leave shall be deducted from
3 Annual Leave as described in Section 6.2.

4
5 **SECTION 6.12 - ATTENDANCE AT MEETINGS AND CONFERENCES**

6
7 Employees who are authorized in advance by the Board or its designee to attend meetings,
8 conferences, symposiums and seminars as a District Representative shall be afforded leave for
9 attendance thereat with no loss of pay, and the District shall provide District vehicles for transportation
10 whenever possible, or shall reimburse said employees for actual travel expenses incurred at the state
11 rate as provided by District policy.

12
13 Reimbursement for necessary expenses such as food, lodging, and registration fees may be allowed,
14 upon request, by the Superintendent or the Board. Detailed documentation of all expenses shall be
15 submitted to the District office. The District shall have the right to refuse reimbursement of expenses
16 which do not appear to be justified and reasonable. Claims for reimbursement are to be submitted on
17 the first working day of each month.

18
19 **SECTION 6.13 - OTHER LEAVES**

20
21 At the sole discretion of the District, an employee may be granted up to one (1) year leave of absence
22 without pay for the purpose of study, travel, recuperation, to care for an immediate family member,
23 work in a professionally related field, or other approved activities, designed to improve the employee's
24 capability and performance in connection with his or her employment with the District. Employees
25 granted such leave shall notify the District in a written letter of their intent to return to their assignment
26 by April 15th of the year in which the leave is taken. Employees on leave pursuant to the provisions
27 hereof may, at the discretion of the District, be granted an extended leave not to exceed one (1)
28 additional year.

29
30 Upon return from such leave the employee shall be given the same job assignment as last held, if
31 possible, or in the alternative, the employee shall be assigned to a substantially equivalent assignment.
32 Nothing herein shall be construed, in any manner, to convey to or confer upon any employee, the right
33 to receive such leave, and the District retains the right to deny any and all applications for such leave
34 for any reason.

35
36 **ARTICLE VII - SALARIES, STIPENDS AND BENEFITS**

37
38 **SECTION 7.1 - SALARY PAYMENT PROVISIONS**

39
40 **Section 7.1.1** All salaries shall be paid in accordance with the employee's placement on the salary
41 schedule by multiplying the index number corresponding to the employee's placement on said schedule
42 by the appropriate salary base.

43
44 All certificated employees shall be paid in twelve (12) equal monthly installments, which installments
45 shall be issued to the employees on the last business working day of each month, provided that
46 employees hired after the start of the year shall be paid in equal monthly installments for the number of
47 months remaining in the fiscal year.

48
49 **Section 7.1.2** In the event of mistake in payment, the following rules shall apply:

- a. In the event of underpayment, correction will be made on the employee's next paycheck, provided the District is notified by the 10th of the month, otherwise on the following paycheck.
- b. In the event of overpayment of more than one hundred (\$100.00) dollars as an accumulative total, the employee shall have one of these two options:
 - 1. The overpayment may be deducted from the employee's check prorated over the remaining months of the contract, or
 - 2. The method of repayment may be negotiated between the employee and the District. (The employee may be represented by the Association.)

Section 7.1.3 Employees shall have these options regarding payment for supplemental contract salaries or stipends:

- a. The employee may elect to have the amount owed paid in equal monthly installments over twelve (12) months, September through August. For employees hired after the start of the school year, the amount owed will be paid in equal monthly installments for the number of months remaining in the fiscal year, or
- b. The employee may elect to have the amount paid in one lump sum after completion of duties.
- c. If an employee resigns/terminates employment with the District he/she will receive a proportionate amount of the TRI based on actual FTE worked.

SECTION 7.2 - SALARY PROVISIONS

Section 7.2.1 - Compliance Intent

It is the intent of the parties to comply with the limitations imposed by state law in effect on the effective date of this Agreement and to fully pass through salary increases funded and allowed by the State. No provision of this Agreement shall be interpreted or applied so as to place the District in breach of salary limitations imposed by State law or to subject the District to a state funding penalty.

Section 7.2.2 - Salary Increase

Initial Salary Schedule The initial salary schedule will be as shown in Appendix B attached hereto. Said schedule shall be subject to modification as provided herein. Regardless of amounts shown on the schedule, no full time employee shall receive a regular salary amount of less than the state LEAP schedule.

- a. Increments will be fully paid from the start of the work year to the extent that payment of increments does not place the District out of compliance.
- b. Compensation will be regular salary and TRI schedule.

1 c. TRI pay is in recognition of the professional responsibilities performed beyond the regular
2 work year and work day. TRI pay will be paid on a supplemental contract basis according to
3 the schedule displayed in Appendix C. The following provisions shall apply:
4

- 5 1. Employees shall be paid on an equal monthly basis beginning with the September pay
6 period and continuing through August 31.
7
- 8 2. Acceptable uses may include, but are not necessarily limited to the following:
9 Preparation for school opening;
10 Work connected with the conclusion of the school year;
11 Conferencing with parents;
12 Providing individual help to students;
13 Evaluating student work;
14 Workshops, classes, and in-service work;
15 Researching educational materials and supplies;
16 Improving and maintaining professional skills;
17 Preparation and revision of materials;
18 Planning with other staff in areas of instruction and curriculum;
19 Working with computers and other technology as related to educational uses;
20 Attending District-connected meetings such as PTSA, etc.;
21 Attending athletic events;
22 Attending evening performances;
23 Preparing for elementary field days; or
24 Professional development.
25
- 26 3. Attendance is required at Open House, for the elementary and middle school staff, and at
27 Graduation or Culminating Project presentation for the high school staff.
28
- 29 4. Signed TRI documentation will be submitted by May 31 to the payroll office.
30
- 31 5. The TRI schedules for 2013-14 and 2014-15 are printed on Appendix C. The TRI schedule
32 for 2013-14 reflects an increase in each cell of 2.0% of the corresponding cell on the 2013-
33 14 regular salary schedule. The TRI schedule for 2014-15 reflects an increase in each cell
34 of 2% of the corresponding cell on the 2014-15 regular salary schedule. In both years, Step
35 20 of the TRI schedule shall reflect a longevity step of \$300 above the Step 16 amount for
36 the corresponding column.
37

38 **Section 7.2.3 - Reopener**

39
40 Salary schedules and stipends may be reopened by the Association for negotiations in either of the
41 following events: 1) the present salary limitations laws are voided as applied to the District by a final
42 and binding court order; or 2) the legislature, OSPI, or State Board regulations remove or ease the
43 present salary limitations; or 3) the legislature increases funding for salaries. Any increase resulting
44 from such negotiations shall be applicable for the entire school year to the extent consistent under law.
45 Insurance benefits may likewise be reopened by the Association in the event state benefit limitations
46 are voided, removed or eased.
47

48 It shall be understood and agreed that during the period that the parties are bargaining over such
49 reopened issues, Section 2.6 (No Strike), shall not be enforceable by the District, provided that nothing

1 herein contained shall be construed, in any manner, as an authorization, approval or tolerance by the
2 District of a strike, work stoppage, work slowdown, or other concerted activities inimical to the
3 operation of the District and the District shall retain, in all respects, its rights to seek relief there from,
4 should such activities occur, in the courts or otherwise.
5

6 **Section 7.2.4 - Double Levy Failure**

7

8 The parties agree that if, during the term of this Agreement, the District suffers a double levy failure,
9 the GFEA will be asked to directly assist the District in modifying existing programs for the following
10 school year.
11

12 Following good faith efforts to reach agreement on program reductions and determination of the total
13 District expenditures, the District may determine that compensation items beyond state funded salary
14 shall be paid at 40% of the current school year existing amounts. This may apply to supplemental
15 contracts and stipends for the following sections of this agreement: 7.2.3 (TRI), 7.9
16 (Supplies/Materials Stipend), and 7.10 (Tuition Reimbursement). If the District continues to suffer
17 levy failure these items will be null and void for the following school year. If the levy passes on
18 submission in a calendar year, the District's obligation to these items shall be reinstated in full during
19 the calendar year. There would be no distribution during failing year(s). In the year following passage
20 of the levy 60% of TRI would be paid from January through August of the following year.
21

22 **SECTION 7.3 - PROVISIONS GOVERNING EMPLOYEE SALARY SCHEDULE**

23

24 **Section 7.3.1 - Placement of Beginning Teachers on the Schedule**

25

26 Approved credits, for purposes of educational increments shall be credits earned from an accredited
27 college or university as undergraduate or graduate credit, subsequent to receiving a BA (Bachelor's)
28 degree.
29

30 **Section 7.3.2 - Initial Rating**

31

- 32 a. The initial rating on the salary schedule is determined by the following criteria:
- 33 • To qualify for placement on a salary schedule, official transcripts of all college or
34 university work must be submitted and be filed in the office of the Superintendent.
35 Classification on the schedule is for a full school year.
 - 36 • Credit shall be granted for certificated educational service as recognized by the state for
37 placement on the LEAP schedule.
 - 38 • Approved credits must be earned prior to September 15 to be used in salary calculations for
39 that year. All approved credits earned after September 15 will be used for the following
40 academic year's salary calculations.
- 41
- 42 b. If an error is made in the initial rating of an employee, the rating shall be corrected and under
43 or overpayment shall be handled in accordance with Section 7.1.2.
44

45 **Section 7.3.3 - Index**

46

47 Increments for experience, education and Master's Degree will be in accordance with the salary
48 schedule, Section 7.2.2.
49

1 **Section 7.3.4 - Certificate and Degree Requirements**

2
3 No teacher shall be employed who does not hold a current and valid teacher's certificate or other
4 certificate required by law or the State Board of Education for the position for which the employee is
5 employed. The Bachelor's Degree (BA) post on the salary schedule is reached only when the
6 Bachelor's Degree upon which the employee's Washington State Certificate is predicated, has been
7 formally granted to the employee by an accredited college or university. Current teaching certificates
8 shall be maintained on file in the District office.
9

10 **Section 7.3.5 - Education Credits**

- 11
12 a. Education credits will be granted for university and college work in a field reasonably related
13 to the employee's scope of employment within the District or toward advancement in the
14 educational profession. College credits for advancement on the salary schedule will be
15 accepted from an accredited four-year degree granting institution, accredited universities, and
16 from accredited community colleges, so long as they otherwise comply herewith. Any credits
17 acceptable for fifth-year certification shall qualify as being reasonably related to the employee's
18 work. In the event that the Board, or its designee, disapproves any credits, as not being
19 sufficiently related to the employee's scope of employment with the District, the employee shall
20 be notified and given an opportunity to submit a statement showing the required relationship.
21 If the credits are disapproved thereafter the employee may submit the issue of the required
22 relationship through the grievance procedure.
23
24 b. Credit for such education experience shall be given automatically when evidence of such credit
25 is filed with the District. Such evidence should be in the form of official college transcripts and
26 shall be filed with the District no later than October 1. If, for some circumstances beyond the
27 control of the employee, the college transcripts are not available and the District has been
28 advised in writing via the college, instructor, or grade report prior to October 10, of the credits,
29 the teacher shall be granted the allowance for credit. If the transcript does not thereafter reach
30 the District by January 15, the credit will be canceled and all overpayment shall be repaid to the
31 District.
32

33 Employees will be paid in accordance with their new salary schedule placement on the
34 September payroll, provided the above documentation has been received prior to September 15.

35 Documentation that arrives after September 15 and prior to October 15 will begin their new
36 placement on the October payroll.
37

38 The District will circulate to the staff notices of available, accredited college courses
39 throughout the year to be held in this District or in surrounding districts, when provided to the
40 District by the colleges.
41

- 42 c. In addition to the above, approved non-college in-service credits shall be recognized for
43 education credits on the salary schedule to the same extent as such credits are recognized for
44 placement on the state allocation schedule. This provision shall apply only to credits earned
45 after September 1, 1987. Evidence of such credits shall be filed with the District's business
46 office no later than October 10.
47
48 d. Pre-authorization is not required when attending state approved workshops or conferences
49 when credits/clock hours are provided. Documentation for salary placement will be in the form

1 of clock hour verification forms, in-service verification registration forms or sealed college
2 transcripts.

3
4 **Section 7.3.6 - Experience Credits**

5
6 Credit for the previous year's certificated experience with the District shall be given, for advancement
7 on the salary schedule, for any employee. In computing credit for such experience, credit will be given
8 for the whole year, provided that the teacher has verification of certificated educational service and
9 provided that the employee shall be placed on the line of fewer years of experience in cases where the
10 employee's years of experience accumulate to less than half of a year or the employee shall be placed
11 on the line of greater years of experience in cases where the employee's year's of experience
12 accumulate to one-half year or more. All such recognition of experience shall be computed in
13 accordance with state requirements for reporting FTE.

14
15 **Section 7.3.7 - Out-of-State Experience Credit**

16
17 Employees hired from out of state shall be given the same experience credit as those hired within the
18 state or those presently working for the District, based upon actual certificated work experience.

19
20 **SECTION 7.4 - LONG-TERM SUBSTITUTES' COMPENSATION**

21
22 Application of this Agreement to bargaining unit certificated substitute employees is limited to the
23 following sections:

24
25 **Section 7.4.1** Substitute employees employed by the District on a daily basis for less than thirty (30)
26 days of work within any twelve month period will be paid not less than \$135 for each day.

27
28 **Section 7.4.2** Substitutes working thirty (30) and more non consecutive days will be paid not less than
29 \$135 for each day of employment with the District beginning with the thirty- first (31st) day. The
30 District may increase said daily rate during the term of the Agreement. No other compensation,
31 benefit or provision of this Agreement shall apply to said bargaining unit substitutes.

32
33 **Section 7.4.3** Substitutes working more than twenty (20) consecutive days in the same assignment
34 will be placed on the Certificated Salary Schedule on the twenty-first (21st) day based on the
35 substitute's experience and training. Compensation for all benefits provided in this Agreement will be
36 prorated.

37
38 **Section 7.4.4** The District shall first attempt to contact all certificated substitutes before contacting
39 emergency certificated substitutes.

40
41 **SECTION 7.5 - TRAVEL EXPENSES**

42
43 Employees utilizing their private automobile to travel on authorized school business shall be
44 reimbursed at the maximum rate allowed by the IRS. Travel between two schools with adjacent
45 campuses shall not be considered authorized school business travel.

46
47 New employees shall be notified that the position they are being offered requires travel to more than
48 one work site or home visitations. All employees who travel to more than one work site during a
49 school day or perform home visits shall be reimbursed at the maximum rate allowed by the IRS.

1 Should an employee's private automobile not be available due to an emergency, the District and
2 Association will work together to assure the employee has transportation to their worksites.

3
4 Employees working at more than one site during the work day shall be provided at least 20 minutes
5 travel time which shall not infringe on the employee's individual planning time or duty free lunch.
6 Designated parking spaces with close access to the employee's work station at the employee's work
7 sites shall be reserved for itinerant employees use. An employee assigned to two or more levels
8 (elementary, middle school, high school) for instructional services shall be provided the preparation
9 time accorded to other teachers at the level for which the employee works fifty percent (50%) or more
10 of his or her time.

11 12 **SECTION 7.6 - INSURANCE BENEFITS**

13
14 **Section 7.6.1** The District shall provide insurance premium payments toward premiums of approved
15 District group insurance programs in accordance with the provisions and options outlined herein.
16 Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of
17 the school year or during the open enrollment period honored by the insurance provider(s). The
18 enrollment of newly employed teachers shall begin with their employment and shall be completed
19 within the time specified by the insuring company. The full payment shall be granted to all full time
20 employees. All other employees shall receive insurance benefits on an FTE ratio relative to their
21 employment status.

22
23 **Section 7.6.2** An insurance benefit pool shall be created by taking the total FTE number of employees
24 in the bargaining unit as of October 1 of the school year times the state funded amount times 12.
25 Separate from this insurance pool, the District will pay the retiree subsidy amount as required by the
26 State to the Health Care Authority.

27
28 **Section 7.6.3** From this pool, up to the state funded amount per employee per month will be
29 contributed to approved medical plans and other approved insurance programs. The following options
30 shall apply:

- 31
- 32 a. The District shall pay the total premiums for a dental plan for employees and their dependents.
33 This plan will be the Washington Dental Service Plans (Washington Dental Service, Delta
34 Managed Care or Columbia Managed Care Dental Plan 1) endorsed by the Washington
35 Education Association. The District shall also pay the total premiums for employees for WEA
36 Select Disability.
 - 37
38 b. Of the remaining state funded amount per employee per month, the employee may choose to
39 have the balance applied to any of the following, either singly or in any combination thereof, to
40 equal said balance:
 - 41 • WEA endorsed Blue Cross medical programs
 - 42 • Group Health Medical Insurance
- 43

44 **Section 7.6.4** When both husband and wife are employed by the District, their combined insurance
45 contributions to be paid by the District may be applied, at their option, to a joint insurance plan(s)
46 rather than to separate plans carried by each individual.

47

1 **Section 7.6.5** If the state funded amount per employee per month does not cover the premiums in full
2 for the employee's medical and dental coverage, said employee may be eligible for additional District
3 contributions to his/her medical premium cost in accordance with the following:
4

- 5 a. The total of all employee premiums, up to the state funded amount per employee, shall be
6 calculated based on individual insurance requests submitted to the payroll office by October 1.
7 b. The difference between the available funds through the insurance benefit pool described above
8 and the total cost of individual insurance premiums shall be known as excess funds. Said
9 excess funds shall be supplemented by the District each year of this Agreement as follows:
10 • The District shall also contribute to the insurance pool \$50 per FTE employee per month
11 beginning September 1, 2013.
12 c. Distribution of excess funds shall begin in November of each year and shall be computed by
13 taking total excess pool dollars and dividing them equally by the number of FTE eligible
14 employees as of October 1 of each year and again as of March 1 of each year. This calculation
15 shall be repeated a number of times to insure that all excess funds are utilized. Excess funds
16 distributed for each eligible employee's medical insurance shall remain in effect each month for
17 the balance of the school year, or as amended, to insure that the insurance benefit pool is not
18 overrun. Employees who add dependents to their medical insurance after the October 1 date
19 must wait until the pool is recalculated March 1 to receive any District contribution to the
20 higher premium cost due to the addition of said dependents. Employees who add dependents to
21 their medical insurance after March 1 must wait until the next school year to receive any
22 District contribution to the higher premium cost due to the addition of said dependents.
23 d. Excess pool dollars shall be adjusted to insure compliance with state law.
24 e. IRS qualified domestic partners may participate in district insurance coverage.
25

26 **Section 7.6.6** Approved insurance programs are those which are agreed to by the District and the
27 Association. Employees shall be given notice of any additional approved insurance plans which may
28 be added during the term of this Agreement.
29

30 **Section 7.6.7** If the state funded amount per employee per month, plus any excess funds used, do not
31 cover the premiums in full for those insurance plans selected by the employee under item C. above, the
32 District shall deduct from the employee's monthly salary the amount necessary to pay the premium(s)
33 due. Employee contributions shall be considered non-taxable through District adoption of a plan
34 consistent with Section 125 of the Internal Revenue Code.
35

36 **Section 7.6.8** If at any time during the term of this Agreement, state funding for insurance benefits as
37 generated by the bargaining unit would increase the insurance benefit pool as described above, the
38 monthly amount contributed and allowed for each employee as specified above shall be increased so as
39 to utilize all the additional state funds. It is recognized this may also impact the amount of excess
40 funds available for redistribution.
41

42 **Section 7.6.9** Employees on extended leave without pay may, at their option, elect to purchase
43 continued insurance coverage under the group plan as directed under the Consolidated Omnibus
44 Reconciliation Act (COBRA) OF 1985, so long as they remain eligible for such coverage.
45

46 **SECTION 7.7 - PAYROLL DEDUCTIONS**

47

48 All salaries are subject to payroll deductions from an employee's regular pay for:
49

- State Teachers or State Employment Retirement Systems;
- Federal Income Withholding Tax;
- FICA;
- L & I Tax
- Absence not provided for by paid leaves (computed at per diem based on the employee's annual salary for each day's absence).

The following deductions from the employee's regular pay may be made if authorized by the individual:

- Additional withholding tax;
- Approved medical plans;
- Salary insurance;
- Approved tax sheltered annuities;
- Credit union deductions;
- Other approved insurance programs; and/or
- Association membership dues.

SECTION 7.8 - HOURLY RATES

When the District employs or expects members of the bargaining unit to participate in special non-teaching projects outside the work day and/or work year including, but not limited to, curriculum development projects, trainings, committee work, IEP attendance, summer school instruction, the rate of pay shall be \$25. Trainers and leaders will be paid a rate of \$30. Summer school instructors shall be paid their regular per diem rate of pay.

SECTION 7.9 - PRO-CERT SUPPORT

Each certificated employee in his or her second through fifth year of teaching experience (excluding substitute teaching) shall have available two hundred fifty dollars (\$250) per year to help pay for pro-cert costs. An individual's unused money at the end of contract school year shall be rolled into the next school year until the year after the employee's fifth year of teaching experience.

SECTION 7.10 - SUPPORT FOR NON-REGULAR ASSIGNMENTS

A non-provisional employee involuntarily assigned to instructional duties at another level (elementary, middle school, high school) or in a department in which the employee has not been assigned within the last five (5) years shall be allotted \$250 for reimbursement of tuition, fees or other professional development costs related to the new assignment.

SECTION 7.11 - BUILDING BUDGETS

In the spring of each year the principal will inform the building staff in writing of the estimated budget for the subsequent school year, including the amounts of money available for expenditure by each dept./grade level and Learning Improvement Team.

SECTION 7.12 - ESA NATIONAL CERTIFICATION STIPEND

1 ESAs with current national certification from their respective associations shall receive a stipend of
2 \$500 per year. Legislative action to fully fund ESA certification shall supersede this provision.

3
4 **SECTION 7.13 - NATIONAL BOARD CERTIFICATION STIPEND**

5
6 Employees earning their National Board Certification shall receive a stipend in the amount designated
7 through legislative action.

8
9 **SECTION 7.14 - WAAS STIPEND OR TIME**

10
11 Any employee required to complete WAAS portfolios shall be provided with time and/or
12 compensation for this work upon consultation with the Director of Special Education.

13
14 **ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

15
16 **SECTION 8.1 - WORK YEAR**

17
18 a. In the 2013-14 school year, the employee work year shall consist of 182 days for continuing
19 employees and 183 days for first year employees. In the 2014-15 school year, the employee
20 work year shall consist of 183 days for continuing employees and 184 days for first year
21 employees. Included in the basic work year shall be the following:

- 22
23 1. One hundred seventy-eight (178) instructional days for students in the 2013-14 school year,
24 and one hundred eighty (180) instructional days for students in the 2014-15 school year.
- 25
26 2. One (1) non-instructional day to prepare for the opening of school with one-half (.5) of the
27 day planned by building administration and one-half (.5) of the day planned by individual
28 employees.
- 29
30 3. Two (2) student waiver day(s) in the 2013-14 school year. The waiver day(s) shall be
31 planned and coordinated by a professional development steering committee for the purpose
32 of collaboration focused on student achievement and consistent with the District plan
33 submitted to OSPI. The committee shall consist of seven (7) teachers appointed by the
34 President of the Association and seven (7) administrators or teachers appointed by the
35 Superintendent.

36
37 One (1) non-instructional day for professional development planned and coordinated by
38 District administrators in the 2013-14 school year and two (2) non-instructional days for
39 professional development planned and coordinated by the professional development
40 steering committee identified above in the 2014-15 school year. The purpose of this
41 professional development is collaboration focused on student achievement.

- 42
43 4. One (1) day of new employee orientation for first year employees only.
- 44
45 5. In the event of school closure due to inclement weather, make-up days shall be added at the
46 end of the school year.
- 47
48 6. Holidays and other non-work dates as identified on Appendix E.
- 49

1 b. The regular length of the student school day shall be modified on certain days as follows:
2

- 3 1. There shall be ten (10) half-days for elementary conferences: five (5) in the fall and five (5)
4 in the spring. It shall be the expectation that all parents will be scheduled for a face-to-face
5 conference. There shall be five (5) half-days for middle school conferences: three (3) in the
6 fall and two (2) in the spring. There shall be four (4) half-days for high school conferences:
7 two (2) in the fall and two (2) in the spring. In exchange for an evening of conferences,
8 employees shall be allowed to leave campus at the same early release time as students on a
9 day decided at each building. The dates for the conferences are identified on the work year
10 calendar in Appendix E.
11
- 12 2. Students will be released one (1) hour early on each Friday of each week of the school year
13 in which there are five (5) days of instruction (except for conference weeks). Employees
14 will determine the use of such time on four (4) days to be scheduled near the end of grading
15 periods, such dates to be determined at each building prior to September 20 of each year.
16 All of the other release periods shall be used by staff for collaborative work under the
17 general planning and guidance of building leadership teams (each building having its own
18 named group of department or grade level leaders). Employees in specialties such as music,
19 PE, or special education shall collaborate in cross-school teams. Employees who work in
20 multiple buildings shall consult with their administrators on the appropriate team or teams
21 to work with during the release periods.
22

23 Collaborative work shall be consistent with the expectations of Criterion 8 of the classroom
24 teacher evaluation model:

- 25 (i) to collaborate and engage in reflective inquiry with peers and administrators for
26 the purpose of improving instructional practice and student learning (PCC1);
27 and
28 (ii) to consistently and actively collaborate with other grade, school, or district team
29 members to establish goal(s) for student growth, to develop and implement
30 common, high quality measures of student progress, and to monitor student
31 growth and achievement during the year (SG 8.1).
32

33 Collaborative activities shall include:

- 34 (i) planning of instruction and assessment;
35 (ii) evaluation of student work;
36 (iii) learning and implementing Common Core state standards;
37 (iv) work in grade level or department meetings; and
38 (v) other activities consistent with the responsibilities of Criterion 8 above that have
39 a direct and meaningful impact on the building learning improvement plan or
40 the district's strategic plans.
41

42 Teachers may work independently during the collaboration time when asked by their team
43 to engage in activities directly supporting a team's collaborative goals and activities.
44

45 This subsection may be reopened at the request of either party prior to the 2014-15 school
46 year.
47

- 48 3. The last day of school shall be a half-day for students (students released 3.25 hours early).
49

1 4. Employees and students will be released on the day before Winter Break begins (December
2 20, 2013, and December 19, 2014) (3.25 hours for students; 3.75 hours for employees).

3
4 c. For 2013-14 and 2014-15, the work year calendar consistent with the provisions above is
5 printed in Appendix E.
6

7 **Section 8.1.1 - Calendar** Should snow or other conditions cause the District to close on an employee
8 only day, the District and the Association shall bargain the make-up of this day within ten (10) days of
9 the closure. Acknowledging the planning needs of employees and the community for the 2015-16
10 school year, the District and Association agree to participate in a calendar planning committee
11 consisting of six (6) teachers appointed by the Association President, three (3) classified employees of
12 the District appointed by the president of the bargaining unit represented by Public School Employees
13 of Washington, three (3) administrators appointed by the Superintendent and three (3) parents
14 appointed by the Superintendent. The committee shall meet and make a recommendation to the
15 Association and District bargaining teams by January 1, 2015, regarding and limited to four (4) pieces
16 of the calendar: (a) the first day of school for students; (b) the Winter Break; (c) the Mid-Winter
17 Break; and (d) the Spring Break. The parties recognize that the work days and dates for employees
18 represented by the Association are a negotiable item. Both the District and Association will give due
19 consideration to the committee's recommendation during the collective bargaining process.
20

21 **Section 8.1.2 - State Workshops** The District will pay the registration fees and related expenses for
22 workshop attendance or trainings approved by the District.
23

24 **Section 8.1.3 - Extensions** Any extension of days beyond the regular employee contract shall be paid
25 on the prorated basis of 1/181st of the employee's contracted rate of pay. Employees whose extended
26 contracts require them to start work prior to the effective date of this Agreement shall nevertheless be
27 considered to be working under this contractual Agreement.
28

29 The District may offer extended days to employees who are supplemental and apart from the regular
30 employee contract assignment. Supplemental contracts will be issued on an annual basis subject to
31 bargaining.
32

33 No employee shall be offered an extension or a contract greater than a 1.0 without consulting the
34 Association President.
35

36 **Section 8.1.4** Teachers shall be provided a minimum of three (3) workdays to record and report final
37 student grades at the end of each grading period. Elementary specialists must have grades to teachers
38 five (5) days before the end of the grading period.
39

40 **SECTION 8.2 - WORK DAY**

41
42 **Section 8.2.1** The length of the regular work day shall be seven and one half (1/2) hours, inclusive of
43 a minimum thirty (30) minute lunch period.
44

45 **Section 8.2.2** All employees shall be available for student and/or parent conferences in their regular
46 assigned building for a period of not less than thirty (30) minutes prior to the beginning of the students'
47 school day and for a period of not less than thirty (30) minutes immediately following the students'
48 school day.
49

1 **Section 8.2.3** All employees shall make due preparation for their duties. Such preparation is part of
2 the employee's regular workday. Elementary teachers shall not be assigned supervisory duties of
3 students during student recess periods unless required by an emergency (including when classified
4 staff coverage is unexpectedly unavailable).
5

6 In addition, the District shall assure that each elementary classroom teacher (grades K-5) has at least
7 thirty (30) consecutive minutes of daily preparation during the student day, of non-instructional duties
8 of planning and preparation; and the District shall assure that each secondary classroom teacher will
9 have one classroom period per day of non-instructional duties for planning and preparation, provided
10 the District shall have complete and absolute discretion regarding the scheduling of student classroom
11 periods.
12

13 Each teacher shall be accountable to his or her supervising principal for the use of such planning and
14 preparation time allowed hereunder; provided, the teacher shall have reasonable discretion to utilize
15 such planning and preparation time to do the work necessary to fulfill their professional
16 responsibilities.
17

18 **Section 8.2.4** Any teacher may voluntarily assume District assignments during their normal planning
19 and preparation time or during other non-instructional time of the workday, but shall not be obligated
20 to do so.
21

22 If such assignments are assumed, including covering another employee's class or activity period, the
23 employee shall be compensated at an hourly rate based on the employee's per diem rate of pay for
24 each class or activity period.
25

26 **Section 8.2.5** An employee teaching a morning and afternoon kindergarten session shall be provided
27 no less than thirty (30) minutes, excluding his or her duty free lunch period, for transition between the
28 sessions.
29

30 **SECTION 8.3 - CLASSROOM VISITATION**

31 To assure minimal interruption to student learning, the following will occur:
32

33 Principals will confer with employees to arrange a convenient time for classroom visitations by parents
34 or patrons. Employees shall be given an opportunity to confer with such visitors prior to and/or
35 subsequent to any visit.
36
37

38 **SECTION 8.4 - EMPLOYEE FACILITIES AND SAFETY**

39 The District will make every effort to furnish employees with their own exclusive unshared work
40 space. The District will furnish necessary spaces, equipment, and materials to carry out the assigned
41 work, as well as restroom facilities and furnished faculty lounges in each school separate from
42 students. The District shall provide a safe and healthy work environment free from unsafe, unhealthy
43 or hazardous conditions. All employees will follow employment practices which will not cause or
44 create safety or danger hazards to themselves, students, or other persons in or about the school
45 premises or other facilities and places being used within the scope of the employee's duties.
46
47

1 The use of tobacco products by employees on District property shall be subject to the same policy as
2 applied to all school patrons. Violations of said policy by employees may result in a written
3 reprimand.

4 To assure employees are not exposed unnecessarily to communicable diseases and parasites, guidelines
5 set for by the Snohomish Health District relevant to communicable diseases and parasites will be
6 followed.

7 8 **SECTION 8.5 - SUMMER SCHOOL AND ADULT EDUCATION**

9
10 In the event that the District shall offer either a summer school program or an adult education program,
11 outside of and apart from the regular school year program, the District shall provide adequate notice of
12 such program(s) including notice of all teaching positions which are available.

13
14 Summer school work will be subject to the following:

- 15 • Positions will be posted;
- 16 • Preference will be given to senior, highly qualified applicants (as defined in Section 8.6.3) with
17 appropriate grade level experience, endorsements, and training;
- 18 • Pay will be at the selected applicant's per diem rate.

19 20 **SECTION 8.6 - LAYOFF AND RECALL**

21
22 In the event the District, for a succeeding school year, anticipates a need for fewer continuing contract
23 employees (after considering attrition due to retirement, resignations, nonrenewals and leaves) based
24 on projected student enrollment for the following year or a significant change in available revenue and
25 resources compared to the current year, then the District may consider application of the following
26 layoff and recall procedures.

27 28 **Section 8.6.1 - Criteria**

- 29
30 a. Legal qualifications, under current law and regulations, necessary to fill certificated personnel
31 positions with the District;
- 32
33 b. Qualifications predicated upon training and education, specialized certificates and credentials
34 in teaching experience, to fill the projected programs and positions;
- 35
36 c. Possession of a continuing or professional certificate as opposed to temporary or provisional
37 certificates; and;
- 38
39 d. Seniority.

40 41 **Section 8.6.2 - Definition of Seniority**

42
43 Seniority is defined as length of certificated employee service within the District as of the employee's
44 first working day; provided that any employee employed or to be employed by the Board shall be
45 granted full seniority credit for each year or portion thereof for teaching or other certificated employee
46 experience from any district(s) in the State of Washington. Less than full year certificated employee
47 experience shall be computed as the actual number of days employed by a district(s) as a full-time
48 teacher or other position requiring a certificate, excluding any substitute service.

1 Less than full-time teaching or other certificated experience shall be computed on the basis of the ratio
2 of actual assigned work time per year to the amount of actual assigned work time for full-time
3 employees for purposes of placement on the seniority list.

4
5 By November 1 of each school year the Board will publish and make available via district email to all
6 employees and the Association, a seniority list ranking each employee from greatest to least seniority.
7 Any employee who believes that his or her seniority is incorrect may file a written grievance directly
8 at Step II (Superintendent Level) for resolution and thereafter proceed to arbitration consistent with the
9 Grievance Procedure.

10
11 The Board shall provide to the Association a second seniority list by March 1 of each school year
12 which shall include any correction, deletions and additions of personnel for the school year occurring
13 since November 1, ranking each employee from greatest to least seniority.

14
15 In the event that more than one individual employee has the same seniority ranking, all employees so
16 affected will be ranked in accordance with the total seniority as certificated employees in the District
17 from greatest to least.

18
19 In the event that more than one individual employee has the same seniority ranking after applying the
20 above provision, all employees so affected will be ranked in accordance with the total number of
21 education credits beyond the BA Degree submitted to the District as of October 1 of the then current
22 school year.

23
24 In the event that more than one individual employee has the same number of credits after applying the
25 above provisions, all employees so affected shall participate in a drawing, by lot, to determine position
26 on the seniority list. The Association and all teachers so affected shall be notified in writing of the
27 date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place
28 which will allow affected employees and the Association to be in attendance.

29 30 **Section 8.6.3 - Qualifications**

31
32 For purposes of these provisions, an employee shall be deemed "qualified" if he or she satisfies the
33 following:

- 34
- 35 a. The employee has a valid Washington State Certificate as required for the position(s) under
36 consideration; and
 - 37
38 b. The employee has had actual certificated employment experience with the District in the
39 category in which the position(s) being considered is placed, and has no evidence in his/her
40 personnel file which indicates that the experience was not successful.

41 42 **Section 8.6.4 - Recall Procedure**

43
44 All teachers receiving, on or before May 15, a layoff notice shall be subject to recall as provided
45 below, during the academic school year immediately following such notice.

46
47 It is understood and agreed that, although employees properly laid off pursuant to the terms hereof, do
48 not have a continuing contract guaranteeing them a certificated employment position and a salary for

1 the forthcoming fiscal year, each laid off teacher shall be considered as having employment status with
2 the District for purposes of recall, during the school year immediately following such layoff.

3
4 In the event that additional vacancies or new positions become available in the District, the Board shall
5 first recall all employees who have been laid off in accordance with these provisions before employing
6 additional persons to fill such positions, so long as the qualification requirements are met. Employees
7 with the greatest seniority and necessary qualifications as provided herein shall be recalled to available
8 positions first.

9
10 The Board shall give written notice to recall from layoff by sending a registered or certified letter to
11 said employee at his/her last known address. The employee's address as it appears on the Board's
12 records shall be conclusive when used in connection with layoffs, recall, or other notice to the
13 employee. It shall be the responsibility of the employee to notify the Board of any change in address.
14 Failure to accept an offered position within fourteen (14) calendar days from the date of such offer
15 shall terminate all of the employee's employment rights with the district.

16
17 Employees in the recall pool, as herein provided for, shall be given preference for any substitute
18 teaching assignments, which they request, over any other equally qualified applicant.

19 20 **SECTION 8.7 - WORKLOAD**

21
22 **Section 8.7.1** The parties recognize that class size, as regards specific classes and grade levels, can
23 have an effect upon the educational process, but that a rigid numerical limitation on class size within
24 the District may restrict needed flexibility and that class size must reflect the individual school needs
25 and unique problems, provided the parties agree as follows.

26
27 **Section 8.7.2** The guidelines herein set forth are computed to exclude administrators, librarians,
28 counselors, student service personnel, Title I reading employees, and learning support employees as
29 assigned to such positions on an FTE basis.

30
31 **Section 8.7.3** Employees' classes will be so composed that the classroom responsibilities of the
32 respective employees in a grade or school shall be fairly apportioned by gender, class size, academic
33 ability, behavior and Title I/LAP students (unless requested by a teacher).

34 35 **Section 8.7.4 - ECEAP Classroom**

36
37 The maximum number of students assigned ECEAP classes shall be 20. Classrooms will be staffed at a
38 minimum of 1:7 adult child ratio.

39 40 **Section 8.7.5 - K-5 Classrooms**

41
42 The maximum number of students assigned to K-5 classes shall be 30. No class shall remain at 31 or
43 more students in excess of 15 school days. Classes with 28 or more students qualify for overload
44 assistance. An employee assigned 28, 29 or 30 students will be paid \$15 for each school day his or her
45 class remains above 27 students.

46 47 **Section 8.7.6 - 6-12 Classrooms**

- a. Per class: The maximum number of students assigned to a 6-12 class period shall normally be 30. No class shall remain at 31 or more students in excess of 15 school days except when student program needs require, the maximum number of students assigned to a 6-12 class shall be 32. In this situation the employee shall have input and approval into the placement of the students in the affected classes. Teachers with 31 or 32 students shall qualify for an overload payment of \$3 for each day his or her class is assigned 31 or 32 students.
- b. Daily load: The maximum number of students assigned to a 6-12 teacher shall normally be 135. Teachers with 136 or more students shall qualify for an overload payment of \$15 for each day he or she is assigned that number of students. Such teachers shall also qualify for the additional overload payment in Section 8.7.6.a above for classes with 31 or 32 students.

Section 8.7.7 - Other Provisions

- a. K-12th grade performance groups (e.g. band, choir) and shall maintain loads conducive to effective programs.
- b. No 6th-12th grade teacher shall be assigned more than four (4) different class preparations per day except where the District, prior to the assignment, demonstrates a necessity.
- c. K-5 combination classes shall not exceed 25 students. Combination classes are those in which separate curriculums are delivered to different grades/levels contained in the same room.
- d. Elementary music, P.E. and Art: No employee shall be assigned more than forty-five (45) classes per week in their specialty area.
- e. For workload considerations a multi-age classroom is defined as a class with a common curriculum that would normally be delivered at different grade levels. It is not a “combination” class. Multi-age classrooms shall maintain a balance of students at each grade level with the total not to exceed that of a regular classroom.
- f. 6-12 Grade PE classes shall not exceed 40 students. Teachers with 39 or 40 students shall qualify for an overload payment of \$3 for each day his or her class is assigned 39 or 40 students. In addition, teachers with 176 or more students shall qualify for an overload payment of \$15 for each day he or she is assigned that number of students.
- g. 6-8 Grade PE/Health combination classes shall not exceed 32. Teachers with 31 or 32 students shall qualify for an overload payment of \$3 for each day his or her class is assigned 31 or 32 students. Teachers with 136 or more students shall qualify for an overload payment of \$15 for each day he or she is assigned that number of students.

Section 8.7.8 - Special Education Employees' Workload All Special Education classroom certificated staffing must take into account the unique needs of the students they serve.

In addition to their regularly scheduled preparation time Learning Support Center employees may, with approval of the Special Education Director, schedule additional non- instructional time within the student day. This time is intended for student observations, assessments, IEP writing and planning, meetings, conferences and other required record keeping.

IEP Caseloads	Triggers for Overload
BD Class	10 students
K-5 Special Ed.	30 students
6-8 Special Ed.	30 students
9-12 Special Ed.	30 students
Life Skills	12 students
Dev. Preschool	10 students per session
Psychologists	105 students
SLP	48 CD only students
OT	35 students

For self-contained Special Education classes, caseload is synonymous with class size.

For each student above the caseload responsibility for all positions above, the employee shall receive \$15 per student per school day.

Section 8.7.9 - Students with Behavior Intervention Plans

Employees with a student or students with the documented need for a Behavior Intervention Plan per an evaluation by the District Special Education Team or another licensed outside agency shall be provided time and/or compensation for this work upon consultation with the Director of Special Education.

SECTION 8.8 - SITE BASED DECISION MAKING

The Association and the District are committed to the development of Site Based decision making. The Association shall have representation on any building level decision making committee.

SECTION 8.9 - SUBSTANCE ABUSE

It is the District's intent and the Association's that employees be free of the influence or effect of alcohol and/or controlled substances on school premises or at a school-sponsored activity involving students. In cases of employee addiction to alcohol and/or controlled substances, or employee impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment or addiction.

Disciplinary action taken by the District, if any, shall be in accordance with, and as provided for, in Article IV, Section 4.3, of this Agreement.

SECTION 8.10 - JOB SHARE

Section 8.10.1 - Definition: Job sharing is when two applicants wish to take responsibility for all functions for one full-time position.

Section 8.10.2 - Application Procedures

- a. Two current elementary staff members who wish to be considered for job share must first make written application as a team, in writing, to the building principal. The application must thoroughly address all of the aspects of the position to be shared.
- b. External applicants or a current employee and external applicant who wish to be considered for job share may apply for an open position to the District office following standard District procedures. In addition to the normal application process, successful applicants must submit a written plan as a team by April 15.
- c. Job sharing other than those described in A. and B. above, including the extension of job share leave beyond two years, may be authorized at the discretion of the administration and approval by the Board based on the best interests of the District.
- d. Application for job shares must be submitted annually.

Section 8.10.3 - Administrative Approval The building administration and school board must approve the job sharing proposal before it can be implemented.

Section 8.10.4 - Financial and Contractual Arrangements

- a. Job share participants will qualify for salary advancement; experience credit; leave provisions; in-service opportunities; and other benefits as would any other part-time, certificated employee.
- b. Job share applicants should check the Teachers' Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.
- c. Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be posted and handled as follows:
 - 1. Offer full-time employment to the remaining job share person;
 - 2. Seek a compatible replacement, with remaining partner working full-time until a replacement is found;
 - 3. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.
- d. As part of the application process the job share partners need to consider how they will respond when one of them is absent due to illness, emergency, personal leave, etc. These situations can be handled by:
 - 1. Specifying the number of days, or partial days, if any, each person will work and adjusting workdays to accommodate substituting;
 - 2. If a job share partner is going to be on extended leave (over 20 consecutive days) the remaining partner will substitute at per diem; or

- 1 3. When a job share partner is absent periodically, the remaining partner will substitute at
2 their per diem rate of pay.
3
- 4 e. One job share partner may transfer to another building in order to job share. However, job
5 share positions are not "positions" as such and, as a result, are excluded from the Assignment,
6 Transfer and Vacancy provisions of this Agreement.
7
- 8 f. Continuing contract employees who want to job share must apply for a leave of absence for the
9 job share portion of his/her position. At the end of the job share assignment, the employee
10 shall be placed in the position last held or in a comparable position(s).
11

12 **SECTION 8.11 - CLOCK HOURS**

13
14 The District shall make clock hours available to employees at all District sponsored trainings of three
15 (3) hours or more on a single ESD or OSPI approved subject.
16

17 **SECTION 8.12 - EMERGENCY CONTACT**

18
19 If a building administrator is not available, employees will be notified of who to contact in case of an
20 emergency.
21

22 **SECTION 8.13 - NON-REGULAR HIGH SCHOOL ASSIGNMENT**

23
24 A non-provisional teacher at the high school who is involuntarily assigned to teach a class in a
25 department in which the employee has not been assigned within the last five (5) years shall not be
26 given an unsatisfactory performance evaluation rating based on his or her performance in such class.
27 Such employee shall be allotted up to four (4) release days during the year for instructional
28 preparation, observation or consultation with other teachers, or professional development.
29

30 **SECTION 8.14 – EMPLOYEES WITH ALTERNATIVE EDUCATION ASSIGNMENT**

31
32 All terms and benefits of this Agreement shall equally apply to employees assigned to alternative
33 education program assignments. In the event matters arise related to the application of this Agreement
34 for such employees, the Superintendent and GFEA President will confer and reach agreement on
35 specific application. Neither an employee, the alternative program administrator, nor District will
36 implement any terms contrary to this Agreement prior to the consultation and an agreement of the
37 District and Association. Such agreements will be recorded and applied in the same manner for all
38 employees having alternative school assignments with the District and who are in a similar or like
39 circumstances
40

41 **ARTICLE IX - EVALUATION: CRITERIA AND PROCEDURES**

42 43 **SECTION 9.1 - STATEMENT OF PURPOSE**

44
45 The evaluation criteria and procedures are set forth herein for the purpose of guiding and directing the
46 evaluation of certificated classroom teachers and certificated support personnel. The evaluation model
47 is based on the premise that teacher and certificated support staff new to Granite Falls School District
48 have different needs than those who have been with the district more than four years. The parties to
49 this Agreement believe that continuous learning and professional growth and development are

1 inherently valuable to professional improvement, performance, and student learning. The parties agree
2 that growth and development are best achieved in an environment that fosters mutual respect, trust, and
3 collaboration.

4 5 **SECTION 9.2 - STRUCTURE OF THE EVALUATION SYSTEM**

6
7 **Section 9.2.1 - Evaluation Frequency** All employees will be evaluated at least once a year.

8
9 **Section 9.2.2 - Preparation Meeting** Prior to October 1 of each year, a building level group meeting
10 with the evaluator and employees will take place to explain the procedure and criteria to be used in the
11 evaluation process.

12
13 **Section 9.2.3 - Complete Evaluation - Elements of the Long Form** A complete evaluation during any
14 one (1) year includes:

- 15
16 a. Such informal observations and conferences as the evaluator desires to make, subject to such
17 conditions as hereinafter set forth;
- 18
19 b. A conference will be held prior to each formal observation. [Except for purposes of clarifying
20 the evaluation procedure and criteria, said pre-conference shall be conducted not more than ten
21 (10) days prior to the observation];
- 22
23 c. At least two (2) formal observations by the designated evaluator of the evaluatee in the
24 performance of his/her assigned classroom duties;
- 25
26 d. A conference following the first formal observation; provided, for those employees who desire
27 and so indicate, a conference will be held following each formal observation. [Said conference
28 shall be conducted not more than ten (10) days following said observation];
- 29
30 e. Evaluations shall be based only on the appropriate criteria and indicators outlined in this
31 Article and does not assume that the evaluator would observe and/or comment on all aspects
32 within one observation or even one year.
- 33
34 f. For each formal observation, a written report will be provided to the employee within ten (10)
35 days of the observation;
- 36
37 g. A final evaluation report that shall rate the overall performance of the employee as satisfactory
38 or unsatisfactory. The final evaluation report shall be the only evaluation report to be in the
39 employee's personnel file.

40
41 **Section 9.2.4 - Completion of Evaluation Form** Upon Completion of the final evaluation form and
42 formal observation reports, the evaluatee shall sign such report only to indicate his/her awareness of
43 the comments and summary statements recorded there on, but such signature shall not necessarily be
44 interpreted to mean agreement with the comments and/or statements.

45 46 **SECTION 9.3 - PROCEDURES OF THE EVALUATION SYSTEM**

47
48 The following procedures shall be followed to implement the evaluation criteria as set forth in Section
49 9.4.

1
2 **Section 9.3.1 - Appointment of Evaluators** The superintendent, or designee, shall select the
3 evaluators and designate the group of employees to be evaluated by each such evaluator, provided
4 nothing herein specified shall limit or preclude independent individual employee evaluation by the
5 Superintendent. At such times as the Superintendent deems it necessary to make an independent formal
6 observation, he shall comply with at least items B, D, and E, of Section 8.2.3. It will be the duty of the
7 Superintendent to assure that all evaluators are qualified and adequately prepared. The evaluator shall
8 not be a member of the bargaining unit represented by the Association, except as other wise provided
9 for during any probationary period. An employee believing he/she cannot receive an unbiased
10 evaluation from the designated administrator may request in writing to the Assistant
11 Superintendent/Human Resources an alternate evaluator. The Assistant Superintendent/Human
12 Resources shall evaluate the information provided by the employee and shall make the decision.

13
14 **Section 9.3.2 - Pre-Observation Conference** Prior to the first formal observation, or where the
15 employee so indicates, prior to each formal observation, the evaluator shall confer with the employee
16 for the purpose of:

- 17
18 a. Clarifying the valuation procedure and criteria;
19
20 b. Establishing a specific date for the formal observation; and
21
22 c. Addressing learning objectives and teacher behaviors on Appendix H: *Certificated Pre-*
23 *Observation Conference Planning Form*. It shall be the employee's duty to specify, in writing,
24 any conditions existing at that time, which the employee believes impair his/her ability to
25 perform and it shall be duty of the evaluator to consider the effect, if any, of such specified
26 conditions upon any employee's performance. Said employee's written statement shall be
27 attached to the employee observation form (Appendix K for teaching employees and Appendix
28 L for support employees).

29
30 **Section 9.3.3 - Formal Observation** At least two (2) pre-arranged formal observations shall be
31 conducted by the evaluator, provided they shall not interfere unreasonably with the normal teaching-
32 learning processes of the class. The total observation time, per employee, shall not be less than sixty
33 (60) minutes per year. New provisional employees shall be observed at least once for a total
34 observation time of not less than thirty (30) minutes during the first ninety (90) calendar days of their
35 employment period. No formal observation shall be less than twenty (20) minutes in length. The first
36 formal observation shall be completed for each employee, no later than February 15 of each academic
37 school year, except for employees hired after the commencement of the regular school year.

38
39 **Section 9.3.4 - Informal Observation** Observations other than those required above may be held at
40 any time during the performance of assigned duties, provided that such observations must be based
41 upon the evaluation criteria and indicators outlined in this Article. Such additional observations may
42 be conducted at the discretion of the evaluator or may be pre-arranged by mutual agreement. If there is
43 an area of concern based upon such informal observation, the employee shall be notified in writing.
44 Any such conclusions made by the evaluator based upon such informal observations, which may be
45 noted on the employee's final evaluation report, shall first be discussed in a conference with the
46 employee and a written plan for improvement shall be provided within five (5) days of the conference.

47
48 **Section 9.3.5 - Post-Observation Reports** Following each formal observation, the evaluator shall
49 promptly document the results of the observation in writing and shall provide the employee with a

1 copy thereof within ten (10) days of said observation. This post-observation report will be on the form
2 as provided in Appendix K for teaching employees and Appendix L for support employees.

3
4 **Section 9.3.6 - Post-Observation Conferences** At least one post-observation conference shall be held
5 each year between the evaluator and the employee. Said conference shall be conducted not more than
6 ten (10) days following said observation.

7
8 **Section 9.3.7 - Additional Post-Observation Conferences** Additional post-observation conferences
9 may be held where the employee so indicates, or if the evaluator deems such necessary to:

- 10
11 a. Review the entire evaluation in detail with the evaluatee; and or
12
13 b. Record area(s) of deficiency, if any, and if so, the evaluator shall:
14 • Discuss the specific and constructive means of resolving such deficiency(ies) with the
15 evaluatee;
16 • Define and outline all detailed and recommended action to be taken by the evaluatee to
17 remediate such deficiency(ies); and provide a written plan within five (5) days for
18 improvements needed to be taken to remediate areas of deficiency.
19 • Determine, if necessary, the date on which to hold a follow-up conference in order to
20 discuss the results of any suggestions and outlines made; and/or
21
22 c. Provide the Observation Form and the written recommendations, if used, in duplicate copies to
23 be distributed as follows:
24 • One (1) copy to evaluator's file;
25 • One (1) copy to the evaluatee.
26
27 d. Discuss specific objectives, methods, materials, and working conditions with reference to the
28 employee's duty to specify, in writing, any conditions, existing at that time, which the
29 employee believes impair his/her ability to consider the effect, if any, of such specified
30 conditions upon any employee's performance.

31
32 **Section 9.3.8 - Follow-Up Conferences** For those evaluatees from whom follow-up conferences are
33 held in accordance with Sections 8.3.7.B., the purpose of such follow-up conference shall be to:

- 34
35 a. Discuss the action taken by the evaluatee to remediate any deficiency(ies) as specifically set
36 forth in written form;
37
38 b. Discuss what progress has been made by the evaluatee in remediating any deficiency(ies) as
39 specifically set forth in written form.

40
41 **Section 9.3.9 - Final Evaluation** All annual evaluations shall be documented using the Final
42 Evaluation Form as set forth in Appendix M and Appendix N for support staff. In addition to
43 documenting each employee's performance in each major performance category as set forth in the
44 criteria, the evaluator shall rate the overall performance of the employee as satisfactory or
45 unsatisfactory on the evaluation form. Such overall performance rating shall reflect the evaluator's
46 judgment as to the overall performance of the employee.

- a. No statement which requires improvement of the evaluatee's teaching performance may be included in the final evaluation report unless the concerns have been previously discussed with the employee and written suggestions for improvement have been made.
- b. Each employee shall be provided with a copy of his/her final evaluation report within three (3) days after such report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation.
- c. Following the completion of the final evaluation report, a meeting shall be held between the evaluator and the employee to discuss the contents thereof, if either party so requests.
- d. The District's copy of the final evaluation report shall be forwarded to the District Personnel Office for filing in the employee's personnel file.

Section 9.3.10 - Probation A provisional employee during his/her first (or if applicable second) year of employment with the District, shall be specifically excluded from this probationary procedure, provided, before non-renewing any such first (or second) year provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process contained herein to assist the employee in remediating deficiencies and the employee and the Association shall receive notice of possible nonrenewal no later than March 1. These efforts shall include the following:

- a. The evaluation report prepared pursuant to the provisions of Section 9.2.3. above;
- b. A recommended specific and reasonable program designed to assist the employee in improving his/her performance;
- c. A description of assistance and services the District will provide to the employee to improve his/her performance.

A provisional employee who has completed one (or two) years of employment with the District shall be specifically included in the same procedures as follows below:

When deficiencies and/or unsatisfactory performance are noted, the following procedures shall be followed if a non-provisional employee is to be placed on probation:

- a. All required observations, post-observation conferences, and follow-up conferences must have been completed before any employee may be placed on probation.
- b. The Superintendent shall place the employee on probation pursuant to statute.
- c. The probation period shall be established to start at least 60 school days prior to May 1 to no later than May 1 for the employee to demonstrate improvement in his/her area of deficiency, provided that for employees hired after the first semester, said timelines shall not apply.
- d. Notice of probation shall set forth the specific areas of deficiencies along with a suggested, specific, reasonable, and measurable program for improvement together with specific,

1 reasonable, and measurable objectives designed to assist the employee in overcoming the
2 deficiencies, suggestions for achieving the objectives, the names of any other person who will
3 aid the employee in achieving improvement and such other matters as the evaluator deems
4 appropriate.
5

- 6 e. A probationer may schedule observations and/or assistance by other bargaining unit members
7 or by a professional evaluator for the purpose of recommending improvement of instruction
8 during the probationary period. A probationer may also schedule observations and/or assistance
9 by outside educational resource personnel, subject to the approval by the evaluator.
10
- 11 f. The evaluator shall authorize on his/her own initiative, if he/she wishes, or at the employee's
12 request, one or more additional certificated employees to evaluate the probationer and to aid
13 the employee in improving his/her areas of deficiency; provided that the evaluator shall first
14 confer with the probationary employee and the additional certificated employee(s) to discuss
15 the remedial program to be followed and any human relations conflicts which may be perceived
16 to result from the utilization of the additional certificated employees; such additional
17 certificated employees shall be immune from any civil liability that might otherwise be
18 incurred or imposed with regard to the good faith performance of such evaluation. In the event
19 that additional certificated employees are assigned, as provided herein, such employees shall
20 not lose any right to be represented in the bargaining unit, as defined in this Agreement. In
21 such event, the probationary employee shall have the right to file a written statement regarding
22 any difficulties perceived to result from the authorization of the particular certificated
23 employees, as above provided.
24
- 25 g. During the probationary period, at least two additional formal observations will be undertaken
26 by the evaluator, and/or his/her designee, and the evaluator and the employee will meet at least
27 two (2) times monthly, at which time the evaluator will make a written evaluation of progress
28 with as copy to the employee.
29
- 30 h. The probationer may be removed from probation if he/she has demonstrated improvement to
31 the satisfaction of the evaluator in those areas specifically detailed in the probationer's initial
32 improvement program. Lack of necessary improvement shall be specifically documented, in
33 writing, with notification to the probationer.
34
- 35 i. Any determination that the employment contract of an employee should not be renewed for the
36 next ensuing term shall be made in conformity with statutory requirements. The appeal
37 processes allowed for any such determination shall also be as provided by statute.
38

39 **Section 9.3.11 - Short Form Evaluation** After an employee has four (4) years of satisfactory in-
40 District evaluations under the regular process, an administrator may use a short form (Appendix O) of
41 evaluation as allowed by RCW 28A.67.065(5), in lieu of the process set forth above.
42

43 The regular evaluation process shall be followed at least once every five (5) years. An employee or
44 evaluator may request that the regular long form evaluation process be conducted at any time.
45

46 The short form of evaluation shall be consistent with the following:
47

- 48 a. Placement on the Short Form Process requires mutual agreement by both the employee and the
49 evaluator.

- 1
2 b. If an evaluator intends to offer the short form process, the evaluatee shall be notified in writing
3 prior to the beginning of the process, said notice to include the process in paragraph 3 below.
4 The evaluatee may request the regular process at that time.
5
6 c. The completion of the Short Form Evaluation based on at least one observation of no less than
7 30 consecutive minutes. The employee will be provided a written summary of the observation
8 using the Short Form Evaluation form Appendix O.
9
10 d. The following procedural requirements of the regular evaluation process shall apply:
11 • Appointment of Evaluators (Section 8.3.1), and
12 • Pre-arrangement with the employee of the observation time and date (Section 8.3.3).
13
14 e. The Short Form Evaluation process shall not be used as a basis for determining that an
15 employee's work is unsatisfactory, nor as probable cause of the non-renewal of an employee's
16 contract under RCW 28A.67.070.
17

18 **Section 9.3.12 - Professional Growth Program** If an employee has been offered the short form
19 evaluation option, he/she may choose to participate in the Professional Growth Program.
20

21 The Professional Growth Program is a form of personal assessment in which the emphasis is on
22 enhancements and improvements in job related skills, techniques, and abilities. Such participation is
23 not a basis of evaluation of the employee's performance.
24

25 If this option is chosen, the employee, with the aid of his/her supervisor shall seek to develop a
26 professional growth plan. The plan can cover up to a four (4) year period. The employee is
27 encouraged to set goals as part of the plan. One (1) or more of the following sources of information
28 may be used by the employee in developing a professional growth plan:
29

- 30 a. Peer review and evaluation;
31
32 b. Input by parents;
33
34 c. Input by students;
35
36 d. Personal and/or professional goals;
37
38 e. School district goals;
39
40 f. Building goals;
41
42 g. Self-assessment;
43
44 h. Personal academic records;
45
46 i. School district observations and evaluations; and,
47
48 j. Other resources as agreed by the parties.
49

1 k. Work towards gaining National Certification, a graduate degree or applying state learning
2 goals.
3

4 The role of the supervisor is to assist the employee in developing the professional growth plan and
5 then to assist in its implementation, particularly in making reasonable efforts to provide the resources
6 necessary to implement it. The supervisor shall sign a form at the end of the year indicating that the
7 employee has been engaged in professional growth activities.
8

9 Materials/records/portfolios expressly developed as a result of the individual's participation in the
10 professional growth program shall be the property of the certificated staff member participating in the
11 program and shall not be retained in the employee's personnel file or used by the District in its formal
12 evaluation criteria.
13

14 **SECTION 9.4 - EVALUATIVE CRITERIA**

15
16 The evaluative criteria herein set forth shall be utilized by the evaluator in performing the annual
17 evaluation of each certificated employee. The indicators listed below each criteria are guides intended
18 to assist the evaluator in judging whether the employee is meeting the criteria. The evaluator shall
19 decide which indicator(s) are appropriate for the particular employee being evaluated. The evaluator
20 shall be limited to those criteria and indicators contained in this document. Any observation or
21 evaluation form used by the evaluator in the implementation of this Article shall call for the use of
22 narrative comments which refer all observations and evaluations made to the criteria and indicators
23 provided for in this Article.
24

25 **Section 9.4.1 - Teaching Employees** The evaluative criteria herein set forth pursuant to WAC 392-
26 191-010 (see Appendix I) shall be utilized by the evaluator in performing the annual evaluation of each
27 certificated classroom teaching employee. The indicators listed below each criterion are guides
28 intended to assist the evaluator in judging whether the employee is meeting the criterion.
29

30 **Section 9.4.2 - Educational Support Employees** The evaluation criteria herein set forth, pursuant to
31 WAC 392-191-010 (see Appendix J) shall be utilized by the evaluator in performing the annual
32 evaluation of each certificated support employee. The indicators listed below each criteria are guides
33 intended to assist the evaluator in judging whether the employee is meeting the criteria.
34

35 **SECTION 9.5 - EVALUATION FORM FORMAT**

36
37 The observation and final evaluation forms shall be those shown as Appendices K, M, and O for
38 teachers, and L, N, and O for support staff.
39

40 The evaluatee shall have the right to affix to the Evaluation Form any comments, observations or
41 considerations he/she believes to be pertinent to the evaluation. The form should therefore contain
42 space for such employee comment.
43

44 The form should include lines for the signatures of both parties. The form shall be uniform throughout
45 the District.
46

47 **SECTION 9.6 - CLASSROOM TEACHER EVALUATION – GENERAL PROVISIONS**

48
49

1 **Section 9.6.1 - Evaluation Principles and Purpose.**

2
3 The parties to this Agreement believe that continuous learning and professional growth and
4 development are inherently valuable to professional improvement, performance, and student learning.
5 The parties agree that growth and development are best achieved in an environment that fosters mutual
6 respect, trust, and collaboration.

7
8 The parties agree that the following evaluation system is to be implemented in a manner consistent
9 with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system
10 must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in
11 teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation
12 system must provide a mechanism to make meaningful distinctions among teachers and to
13 acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system
14 must encourage respect in the evaluation process by the persons conducting the evaluations and the
15 persons subject to the evaluations through recognizing the importance of objective standards and
16 minimizing subjectivity."

17
18 Within the selected instructional framework, teachers are expected to exercise professional judgment
19 and will be evaluated on their own practice, skills, and knowledge.

20
21 **Section 9.6.2 - Applicability**

22
23 The new evaluation system described in Sections 9.6 through 9.10 shall replace the provisions of
24 Sections 9.1 through 9.5 and apply to employees meeting the legal definition of "classroom teachers,"
25 specifically those nonsupervisory certificated staff who provide academically focused instruction to
26 students and hold one or more of the certificates identified in WAC 392-191A-030. The term
27 "classroom teacher" does not include Librarian, OT, PT, SLP, Psychologist, teachers on special
28 assignment (TOSA) and Counselors. Those bargaining unit members who do not meet this definition
29 will remain under the evaluation system defined in Sections 9.1 through 9.5 of the current collective
30 bargaining agreement.

31
32 **Section 9.6.3 - Alternate Evaluator**

33
34 An employee believing he/she cannot receive an unbiased evaluation from the designated
35 administrator may request in writing to the Superintendent that an alternate evaluator be appointed.
36 The Superintendent shall evaluate the information provided by the employee and make the decision.

37
38 **Section 9.6.4 - Right of Employee to Respond**

39
40 If an employee disagrees with any of the written reports of observation, conferences, and/ or
41 evaluation, the employee may submit a statement concerning the points of disagreement to be attached
42 to any such report.

43
44 **Section 9.6.5 - Representation**

45
46 An employee shall be entitled upon request to have present Association representation during any
47 meeting related to matters concerning their evaluation provided the meeting is not delayed more than
48 three (3) working days.

1 **Section 9.6.6 – Evaluator**

2
3 No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and
4 the use of the specific instructional framework and rubrics contained in this Agreement and any
5 relevant state or federal requirements. The District will provide the Association with evidence of an
6 evaluator's training upon request.
7

8 **Section 9.6.7 – Relation to Grievance Process**

9
10 A grievance shall not include a dispute concerning an employee's evaluation, including probation,
11 other than a claim of failure to follow the evaluation procedures.
12

13 **Section 9.6.8 – Definitions**

- 14
15 a. “Criteria” shall mean the eight (8) state defined categories to be scored.
16
17 b. “Subdimension” shall mean a subsection of each criterion.
18
19 c. “Days” shall mean work days unless otherwise specifically defined in the context used.
20
21 d. “Summative performance rating” shall mean one of the four (4) performance levels applied
22 using the four-level rating system:
23

24 Level 1 - Unsatisfactory;
25 Level 2 - Basic;
26 Level 3 - Proficient; and
27 Level 4 - Distinguished.
28

29 **Section 9.6.9 – State Evaluation Criteria**

30
31 Classroom teachers will be evaluated on the state required evaluation criteria listed below.
32

- 33 1. Centering instruction on high expectations for student achievement (*Descriptor: Expectations*)
34
35 2. Demonstrating effective teaching practices (*Descriptor: Instruction*)
36
37 3. Recognizing individual student learning needs and developing strategies to address those needs
38 (*Descriptor: Differentiation*)
39
40 4. Providing clear and intentional focus on subject matter content and curriculum (*Descriptor:*
41 *Content Knowledge*)
42
43 5. Fostering and managing a safe, positive learning environment (*Descriptor: Learning*
44 *Environment*)
45
46 6. Using multiple data elements to modify instruction and improve student learning (*Descriptor:*
47 *Assessment*)
48

- 1 7. Communicating and collaborating with parents and the school community (*Descriptor:*
2 *Families and Community*)
- 3
- 4 8. Exhibiting collaborative and collegial practices focused on improving instructional practices
5 and student learning (*Descriptor: Professional Practice*)
- 6

7 **Section 9.6.10 – Instructional Framework**

8
9 The District and Association have selected the CEL 5D+ Teacher Evaluation Rubric for the evaluation
10 of classroom teachers under the new evaluation system required by RCW 28A.405.100. The
11 instructional framework is included in Appendix Y.

12 **Section 9.6.11 – Privacy of Evaluation Results**

13
14
15 Evaluation results shall not be shared or published with any teacher-identifying information and
16 without notification to the individual and Association. Evaluation results will not be used to determine
17 any type of additional compensation; nor will they be used to solely determine assignment, placement,
18 or job status.

19 **SECTION 9.7 - COMPREHENSIVE EVALUATION**

20 **Section 9.7.1 – Cycle**

21
22
23
24 A comprehensive evaluation must be completed for:

- 25 1. Classroom teachers who are provisional employees;
- 26 2. Any classroom teacher who received a comprehensive summative evaluation performance
27 rating of "Unsatisfactory" or "Basic" in the previous school year; and
- 28 3. All other classroom teachers at least once every four (4) years.

29 **Section 9.7.2 – Goal Setting**

30
31
32
33
34
35 Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher shall meet
36 with the evaluator to discuss professional goals, student growth measures, and student growth goals to
37 be used for the year. This meeting may coincide with the previous year's summative evaluation
38 meeting or a pre-observation conference. The teacher shall identify and document a student growth
39 goal for Components SG-3.1, SG-6.1, and SG-8.1 on or before the first pre-observation conference.
40 The goal for SG-6.1 and SG-8.1 may be the same goal.

41 **Section 9.7.3 – Gathering Evidence**

- 42
43
44 a. Evidence is observed practice, products, or results of the teacher's work that demonstrates
45 knowledge and skills of the educator with respect to the four-level rating system. Both the
46 teacher and the evaluator shall contribute evidence to the overall assessment of professional
47 performance. Evidence shall include artifacts produced or resulting from the normal course of
48 professional performance during the school year. If, after completing the minimum required
49 observations, both the teacher and evaluator agree on the score for a criterion, no additional

1 evidence is required to be collected for that criterion. It is the nature and quality of the
2 evidence, not the amount, that determines a rating.

- 3
- 4 b. An accurate evaluation requires that corroborated and authentic evidence reflecting upon
5 performance be used in the evaluation of the employee. For the purposes of professional
6 growth, fairness requires that employees be made aware, in a timely manner, of the evidence
7 that will be used in their evaluation. Therefore, the teacher shall be notified when an evaluator
8 obtains evidence of which the teacher would otherwise not be aware, and either party may
9 request a conference to discuss the evidence and opportunities for growth.
- 10
- 11 c. Formal surveys of students and parent perceptions of teacher performance shall not be used for
12 inclusion as evidence in the evaluation.
- 13
- 14 d. Evaluators shall not include evidence of content knowledge and pedagogy from classes or
15 subjects outside the employee's certification and endorsements. Teachers who have been
16 assigned to teach outside their endorsements shall not be subject to nonrenewal or probation
17 based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- 18
- 19 e. All observations shall be conducted openly. Mechanical, digital or electronic devices shall not
20 be used to listen to or record the activities of any class without the prior knowledge and consent
21 of the teacher.
- 22

23 **Section 9.7.4 – Observations**

- 24
- 25 a. Observations are one type of evidence of professional performance relevant to the evaluation
26 criteria.
- 27
- 28 i. Each teacher shall be observed formally in the course of professional performance at least
29 two (2) times for a minimum total of sixty (60) minutes.
- 30
- 31 ii. Within the sixty (60) minutes required above, new employees shall be observed at least
32 once for a minimum total of thirty (30) minutes during the first ninety (90) calendar days of
33 employment.
- 34
- 35 iii. Teachers in the third year of provisional status shall be observed at least three (3) times for
36 a minimum total of ninety (90) minutes.
- 37
- 38 b. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by
39 timely pre-observation and post-observation conferences.
- 40
- 41 c. The purpose of the pre-observation conference is to discuss matters such as the employee's
42 student growth goals, the professional activities to be observed, and content, objectives, and
43 strategies of the lesson, the length of the observation, and possible observable evidence to meet
44 the scoring criteria. The District Pre-observation Conference Form may be used to guide and
45 focus the discussion at the pre-observation conference.
- 46
- 47 d. The purpose of the post-observation conference is to review the evaluator's and teacher's
48 evidence related to the scoring criteria and the instructional framework rubric and to discuss
49 opportunities for growth. The teacher or evaluator may provide additional evidence to aid in

1 the assessment of the teacher's professional performance, including, but not limited to,
2 evidence related to those criteria not observed in the classroom. Upon request, the evaluator's
3 notes will be shared with the teacher prior to the post-observation conference. The evaluator
4 shall provide the teacher with a copy of the final written observation report within three (3)
5 school days after such report is prepared.
6

- 7 e. The evaluator or teacher may initiate additional informal, unscheduled observations above and
8 beyond these formal observations, with or without pre- and post-observation conferences. For
9 any informal observation, when there is no post-observation conference, any concerns of the
10 evaluator shall be communicated in writing to the employee in a timely manner. Either party
11 may request a post-observation conference.
12

13 **Section 9.7.5 – Annual Conference and Summative Criterion Rating**

14 An annual evaluation conference shall be completed prior to the end of each school year. At the
15 conference, each criterion shall be rated collaboratively based on the components in that criterion
16 using a preponderance of the evidence. This analysis will be based on a holistic assessment of the
17 teacher's performance. If there is a dispute between the evaluator and the employee regarding the
18 rating, the parties shall have an opportunity to submit additional evidence. The final decision is the
19 responsibility of the evaluator.
20

21 **Section 9.7.6 – Overall Summative Performance Rating**

22 The final summative score must be determined by an analysis of evidence. A classroom teacher shall
23 receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall
24 summative score is determined by totaling the eight (8) criterion-level scores as follows:
25

- 26 • 8-14 - Unsatisfactory
- 27 • 15-21- Basic
- 28 • 22-28 -Proficient
- 29 • 29-32 –Distinguished

30 **Section 9.7.7 – Student Growth Measures**

- 31
- 32 a. Embedded in the instructional framework are five (5) components designated as student growth
33 components. These components are embedded in criteria as SG-3.1, SG-3.2, SG-6.1, SG-6.2,
34 and SG-8.1. For a comprehensive evaluation, evaluators add up the raw score on these
35 components and the employee is given a score of low, average, or high based on the scores
36 below:
37

- 38 • 5-12- Low
- 39 • 13-17- Average
- 40 • 18-20- High

41 A student growth score of “1” in any of the rubric rows will result in an overall low student
42 growth impact rating.
43

- 44 b. Student growth data will be taken from multiple sources identified by the teacher and must be
45 appropriate and relevant to the teacher's assignment. Student growth data may include
46 formative and summative assessment data. Student achievement data that does not measure
47
48
49

1 growth between two points in time shall not be used to calculate a teacher's student growth
2 criterion score.

- 3
- 4 c. A teacher who received a "4- Distinguished" preliminary summative score and a "Low" student
5 growth score will receive an overall "3 - Proficient" rating.
- 6
- 7 d. If a teacher receives a "Low" student growth score, the teacher and evaluator will mutually
8 agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
- 9
- 10 e. The evaluations of certificated classroom teachers with a preliminary rating of "Unsatisfactory"
11 and "High" student growth will be reviewed by the evaluator's supervisor.
- 12

13 **Section 9.7.8 – Final Report**

14
15 An annual evaluation report shall be completed prior to the end of each school year. The final report
16 shall include a score for each criterion (not components), a student growth score, and an overall
17 summative performance rating. The teacher and evaluator will each sign a copy of the report which
18 will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and
19 attach any additional comments to the final record of the evaluation.

20 **SECTION 9.8 - FOCUSED EVALUATION**

21 **9.8.1 - Cycle**

22
23 All teachers who are not required to complete a comprehensive evaluation under Section 9.7.1 will be
24 evaluated using a focused evaluation. A classroom teacher may be transferred from a focused
25 evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the
26 teacher's evaluator. Such request or direction must be received prior to October 15 of each school year.

27 **9.8.2 – Definition**

28
29 A focused evaluation includes an assessment of one of the eight criteria selected for a performance
30 rating plus professional growth activities specifically linked to the selected criteria.

31 **9.8.3 – Selection of Criteria and Activity**

- 32
- 33 a. Prior to October 15, the teacher shall select a focused criteria/professional growth activity and
34 meet with the evaluator to discuss professional goals, student growth measures, and student
35 growth goals to be used for the year. This meeting may coincide with the previous year's
36 summative evaluation meeting or a pre-observation conference. The selected criteria must be
37 approved by the teacher's evaluator and may have been identified in a previous comprehensive
38 summative evaluation as benefiting from additional attention. A group of teachers may, but
39 shall not be required to, focus on the same evaluation criteria and share professional growth
40 activities.
- 41
- 42 b. If criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth
43 goal for the student growth components of those respective criteria (SG-3.1, SG-6.1 or SG-8.1
44 respectively). If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a goal for
45 SG-3.1 or SG-6.1.
- 46
- 47
- 48
- 49

1
2 **9.8.5 – Observations**
3

4 Each teacher shall be observed formally in the course of professional performance at least two times
5 for a minimum total of 60 minutes. All of the provisions for conducting observations under the
6 comprehensive process described in Section 9.7.4 shall apply to these observations.
7

8 **9.8.6 – Annual Conference, Scoring and Report**
9

- 10 a. An annual evaluation conference shall be completed prior to the end of each school year. At the
11 conference, the instructional and student growth rubrics for the selected criterion shall be rated
12 collaboratively based on the components in that criterion using a preponderance of the
13 evidence. This analysis will be based on a holistic assessment of the teacher's performance. The
14 score received on the selected criterion (including the student growth component identified in
15 9.X.3 above) is the score assigned as the final summative performance rating. If there is a
16 dispute between the evaluator and the employee regarding the rating, the parties shall have an
17 opportunity to submit additional evidence. The final decision is the responsibility of the
18 evaluator.
19
- 20 b. A teacher with a final summative performance rating during the focused evaluation process of
21 Level 2 (Basic) or Level 1 (Unsatisfactory) shall be evaluated on the comprehensive evaluation
22 process for the succeeding two school years.
23
- 24 c. An annual evaluation report shall be completed prior to the end of each school year. The final
25 report shall include a score for the focused criterion (not subdimensions) and an overall
26 summative performance rating. The teacher and evaluator will each sign a copy of the report
27 which will be included in the teacher's personnel report. The teacher shall have the opportunity
28 to submit and attach any additional comments to the final record of the evaluation.
29

30 **SECTION 9.9 - PROVISIONAL EMPLOYEES**
31

- 32 a. The Superintendent may make a determination to remove an employee from provisional status
33 if the employee has received a "Proficient" or "Distinguished" rating during the second year of
34 employment by the District.
35
- 36 b. Before non-renewing a provisional teacher, the District shall provide one (1) or more of the
37 following resources to support the teacher's professional growth:
38
- 39 1. Assigned a mentor;
 - 40 2. Release time to observe other teachers;
 - 41 3. Targeted professional development;
 - 42 4. Clear ideas and strategies on how to reach "Proficient";
 - 43 5. Any other support mutually determined by the teacher and evaluator.
44

45 The District shall provide written notice to the Association of teachers provided assistance
46 under this section and the specific content of the District's assistance.
47

48 **SECTION 9.10 - SUPPORT FOR TEACHERS**
49

1 Any teacher with more than five (5) years' experience who receives an overall "Basic" rating shall be
2 offered one (1) or more of the following resources to support the teacher's professional growth:

- 3
- 4 1. Assigned a mentor;
- 5 2. Release time to observe other teachers;
- 6 3. Targeted professional development;
- 7 4. Clear ideas and strategies on how to reach "Proficient";
- 8 5. Any other support mutually determined by the teacher and evaluator.
- 9

10 The Association will be notified of any employee who receives an overall "Basic" rating and the
11 support that was offered.

12
13 One (1) or more of these supports may also be offered to other teachers at any time that an evaluator
14 decides to provide specific support for the improvement of the teacher's performance in one (1) or
15 more criteria.

16 **SECTION 9.11 - TRANSITION PLAN**

17

18
19 The District and Association agree to the transition plan described below for the new classroom
20 teacher evaluation system as required by RCW 28A.405.100. For the purposes of this transition plan,
21 the term "classroom teacher" shall have the same meaning as Section 9.6.2 of the current collective
22 bargaining agreement.

- 23
- 24 a. All classroom teachers in each building will sign up to be part of Group A (2013-14), Group B
25 (2014-15), Group C (2015-16) or Group D (2016-17) no later than September 15, 2013. All
26 provisional teachers and any continuing contract classroom teachers who do not have four
27 years of satisfactory evaluations will be in Group A. Other teachers may choose Groups B, C or
28 D. In the event that more than approximately 33% of the eligible classroom teachers in a
29 particular building sign up for the same group, those with more years of experience based on
30 the March 2013 seniority list, as verified by the Association, will be used to determine who will
31 be given first choice of Group B, C or D. Employees evaluated under the comprehensive
32 method and who receive a rating of "Proficient" or "Distinguished" will normally next be
33 evaluated under the comprehensive method three years later (see Section 9.7.1).
- 34
- 35 b. For the 2013-14 school year, all classroom teachers in Group A will be transitioned to the new
36 evaluation system and receive a comprehensive evaluation. All classroom teachers in Groups
37 B, C and D will be on a transitional professional growth model (TPGO) described below.
- 38
- 39 c. For the 2014-15 school year, all classroom teachers in Group A will receive a comprehensive
40 or focused evaluation as allowed by the law; all classroom teachers in Group B will receive a
41 comprehensive evaluation; and all classroom teachers in Groups C and D will be on a TPGO
42 model described below.
- 43
- 44 d. For the 2015-16 school year, all classroom teachers in Groups A and B will receive a
45 comprehensive or focused evaluation as allowed by the law; all classroom teachers in Group C
46 will receive a comprehensive evaluation; and all classroom teachers in Group D will receive a
47 focused evaluation.
- 48

- e. For the 2016-17 school year, all classroom teachers in Groups A, B and C will receive a comprehensive or focused evaluation as allowed by the law; and all classroom teachers in Group D will receive a comprehensive evaluation.
- f. The TPGO evaluation is a locally bargained evaluation emphasizing professional growth as allowed by RCW 28A.405.100(11) and the classroom teachers being evaluated on this system are not transitioned to the new classroom teacher evaluation system. In order to provide the professional growth opportunity to learn the new classroom teacher evaluation system, the TPGO evaluation shall include the activities otherwise included in a focused evaluation under that new system:
 - i. The evaluation shall include an assessment of one of the new eight (8) classroom teacher evaluation criteria selected by the classroom teacher for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the teacher's evaluator. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
 - ii. The evaluator will assign a comprehensive summative evaluation performance rating for the TPGO evaluation using the methodology adopted by the superintendent of public instruction and the performance descriptions in the CEL 5D+ Teacher Evaluation Rubric adopted by the District and Association. This performance rating shall be kept solely by the classroom teacher and not maintained in personnel records or reported as anything other than a satisfactory performance rating.

SECTION 9.12 - REOPENER

Sections 9.6 through 9.11 may be reopened at the request of either the District or the Association prior to the 2014-15 school year.

ARTICLE X - GRIEVANCE PROCEDURE

SECTION 10.1 - PURPOSE

The purpose of this procedure is to provide the sole and exclusive means for the orderly and expeditious adjustments of grievances as hereinafter defined.

SECTION 10.2 - DEFINITIONS

A "grievant" shall mean an employee, or the Association, having a grievance.

A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the interpretation or application of a specific term or provision of this Agreement, provided that no one shall have the right to file a grievance concerning any employee evaluation except insofar as such grievances may allege that the evaluator failed to follow the required evaluation procedure set forth in this Agreement. It is understood and agreed that any appeal from a notice of probable cause for discharge, non-renewal or adverse effect in contract status, including layoffs, shall be handled exclusively pursuant to Chapter 114 of the 1975-76 Laws of Washington, as now or hereafter amended, and shall not constitute a grievance hereunder.

1 The term "days" as used to specify time limits in this Agreement, shall mean calendar weekdays,
2 excluding weekends, holidays, and vacations (except the summer break) except as otherwise indicated.
3 If the Supervisor, Superintendent or Board fails to meet the specified time limits, as applicable, the
4 grievant shall have the right to proceed to the next step in this procedure.
5

6 A "party in interest" shall mean the employee, or the Association, filing the grievance or, where the
7 outcome of the grievance will directly affect other employees' or the Association's rights, the
8 Association shall be considered a party in interest to that extent.
9

10 A "representative" shall mean that person duly authorized by the Association to represent the grievant,
11 or the Association; including employees of the District, legal counsel or other assistants who are not
12 employees of the District.
13

14 **SECTION 10.3 - LIMITATION ON TIME TO FILE GRIEVANCE**

15
16 Within forty (40) days after the grievance is discovered, or reasonably should have been discovered,
17 the employee must initiate the grievance procedure as herein set forth. No grievance shall be
18 presented pursuant to this procedure, or any other procedure, unless the employee has complied with
19 the requirement to initiate the grievance within forty (40) days.
20

21 Any deviation from the time limits contained in this Article must be by mutual consent of the grievant
22 and the District.
23

24 When a time limit extends to a non-contract day during the work year, the time limit shall be extended
25 to the next contract day.
26

27 **SECTION 10.4 - FREEDOM FROM REPRISALS**

28
29 Employees involved in the adjustment of grievances, as grievants, witnesses or duly authorized
30 representatives of the Association, shall not suffer any restraint, interference, discrimination, coercion
31 or reprisal by either the District or the Association on account of such employee's good faith
32 involvement in the grievance adjusting process.
33

34 **SECTION 10.5 - CONFIDENTIALITY**

35
36 All matters pertaining to specific grievances shall be considered confidential with respect to the public
37 and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in
38 the grievance adjusting process or by any employee, the Association or director of the District.
39

40 A separate file, open to the employee's inspection, apart from the employee's personnel files, shall be
41 kept for each processed grievance, containing all documents, exhibits, communications, and other
42 records relating to the grievance and its resolution. Upon written request by a grievant, a record of
43 final disposition of the grievance may be placed in said employee's personnel file.
44

45 **SECTION 10.6 - RELEASE FROM DUTY**

46
47 The parties recognize that ordinarily proceedings in connection with grievances shall not take place
48 during normal employee working hours, without the mutual consent of both parties or their
49 representatives. However, where meetings, conferences or hearings are mutually scheduled during

1 working hours, those employees required as participants, or witnesses shall be released from their
2 respective duty assignments, to the extent required, without loss of pay.

3
4 **SECTION 10.7 - RIGHTS TO REPRESENTATION**

5
6 Any individual grievant, or groups of grievants, processing grievances in the same proceeding, shall be
7 entitled to representation.

8
9 In matters dealing with alleged violations of Association rights specified in this Agreement, if not
10 resolved informally by the parties, the procedure may be initialed at Step 2 of the procedure; provided
11 that as a condition precedent to initiating the procedure, the grievant shall attempt to informally resolve
12 the matter with the other party.

13
14 In all proceedings in which the Association is not a grievant, or representing a grievant, it shall have
15 the right to submit a written statement of position and to have a representative present at all steps of
16 the procedure, provided that any representative so attending pursuant to this provision shall not be
17 entitled to be released from duty to attend.

18
19 **SECTION 10.8 - INDIVIDUAL RIGHTS**

- 20
21 a. Nothing contained herein shall be construed to limit the right of any employee having a
22 grievance to discuss the matter through administrative channels and to have the grievance
23 adjusted without the intervention of the Association, so long as the disposition of any such
24 grievance is not inconsistent with terms of this Agreement.
- 25
26 b. A grievant may be represented at all steps of the procedure by himself, or, at his option, by an
27 Association representative.

28
29 **SECTION 10.9 - CONTINUITY OF GRIEVANCE**

30
31 Notwithstanding the expiration of this Agreement, any grievance then pending may be processed to
32 final disposition in accordance with the procedure herein set forth.

33
34 **SECTION 10.10 - DISCOVERY**

35
36 The parties recognize that certain discovery is necessary to allow adequate preparation for the
37 presentation of a grievance at Step 4. Accordingly, it is hereby agreed that the parties to any particular
38 grievance which proceeds to Step 4 of the procedure shall be entitled to discovery, in accordance with
39 this procedure, the following:

- 40
41 a. Names, addresses and telephone numbers of all persons that any other party intends to call as
42 witnesses;
- 43
44 b. A brief statement setting forth the subject, or subjects, upon which each witness is expected to
45 testify;
- 46
47 c. Names, addresses and telephone numbers of any expert witnesses that any other party intends
48 to call as a witness;
- 49

- 1 d. A brief statement setting forth the subject, or subjects, upon which each expert witness is
2 expected to testify and a statement summarizing any opinions to which such expert witnesses
3 are expected to testify, including any assumptions or facts upon which opinions are based; and
4
- 5 e. All written, photographic, electronically recorded, or other recorded documents or evidence
6 which any other party intends to offer in support of their position. Such discovery may be
7 commenced at any time after the filing of a request for hearing pursuant to Step 3 of the
8 procedure, by serving upon the party to whom the discovery is directed a written request for
9 discovery. The party receiving service of any request for discovery shall have thirty (30) days
10 after receipt of the request within which to produce the required discovery and serve the same
11 upon the party making such request. Failure to make discovery as herein provided for shall
12 preclude any party so failing from presenting any evidence otherwise discoverable in
13 accordance with this procedure. By mutual consent of both parties, this timeline may be
14 modified. All requests for discovery shall be continuing in nature and the party receiving the
15 same shall supplement all responses immediately, as necessary, in order to reflect any newly
16 discovered matters falling within the scope of the request.
17

18 **SECTION 10.11 - PROCEDURE**

19

20 **Step 1:** In the event an employee is unable to satisfactorily resolve an employment matter
21 informally, then the grievant shall present this grievance on Notice of Grievance Step One
22 in Appendix R to his/her immediate supervisor. The administrator will arrange for a
23 meeting to take place within five (5) days after receipt of the grievance. After the grievant
24 and/or his/her representative meet with the administrator to resolve the grievance, the
25 administrator shall provide the grievant, within five (5) days, his/her written response to the
26 grievance using Decision of School Principal or Immediate Supervisor form in Appendix S.
27

28 **Step 2:** If the grievance is not satisfactorily resolved at Step 1 the grievant may proceed to Step 2
29 by submitting Appeal to Superintendent in Appendix T within ten (10) days after receipt of
30 the administrator's response or ten (10) days after Step 1 meeting if no decision is rendered.
31 The Superintendent or his/her designee will arrange for a meeting to take place within five
32 (5) days after receipt of the grievance. After the grievant and/or his/her representative meet
33 with the Superintendent or his/her designee to resolve the grievance, the Superintendent or
34 his/her designee shall provide the grievant, within five (5) days, his/her written response to
35 the grievance utilizing Decision by Superintendent in Appendix U.
36

37 **Step 3:** If the grievance is not satisfactorily resolved at Step 2 the grievant may proceed to Step 3
38 by submitting Appeal to the Chairman of the District Board of Directors using the form in
39 Appendix V within ten (10) days after receipt of the administrator's response or ten (10)
40 days after Step 2 meeting if no decision is rendered. The Chairman of the Board of
41 Directors will arrange for a meeting to take place within five (5) days after receipt of the
42 grievance. After the grievant and/or his/her representative meet with the Chairman of the
43 Board of Directors to resolve the grievance, the Chairman of the Board of Directors shall
44 provide the grievant, within five (5) days, his/her written response to the grievance utilizing
45 Decision by Chairman of Board of Directors in Appendix W.
46

47 **Step 4:** Arbitration. In the event that the grievant is not satisfied with the decision rendered
48 pursuant to Step 3, or if no decision has been rendered within the time limit specified in
49 Step 3, the Association may, within ten (10) days after said decision or ten (10) days after

1 Step 3 if no decision is rendered submit the grievance to arbitration in accordance with the
2 provisions hereof.
3

4 The Association shall provide written notice to the District of its intent to submit the
5 grievance to arbitration using the Determination Regarding Arbitration form in Appendix
6 X.
7

8 The arbitrator shall be selected from a list provided by the Federal Mediation and
9 Conciliation Service or by the American Arbitration Association. The parties shall
10 separately rank and strike the names of arbitrators on the list and return their list to the
11 appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance
12 with the rules of the agency that was selected.
13

14 The arbitrator, who shall function in a judicial and not a legislative capacity, shall have
15 only such jurisdiction and authority as is specifically granted to him/her by this Agreement.
16
17

18 The arbitrator shall be limited to determining whether or not the District has violated or
19 failed to apply the specific provision as agreed. The arbitrator shall have no power to
20 change, add to, or delete from any of the specific terms of this Agreement. Grievances not
21 processed in accordance with the provisions of this Agreement shall not be subject to
22 arbitration. Any matter coming before the arbitrator which is not within his/her authority,
23 function and jurisdiction, as herein defined, shall be rejected by him/her on that basis
24 without any further decision or recommendation.
25

26 Upon request of either party, the merits of a grievance and the substantive and procedural
27 arbitrability issues arising in connection with that grievance shall be consolidated for
28 hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases
29 regarding arbitrability and the merits before resolving or deciding upon either issue.
30

31 Upon request of either party, the merits of a grievance and the substantive and procedural
32 arbitrability issues arising in connection with that grievance shall be consolidated for
33 hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases
34 regarding arbitrability and the merits before resolving or deciding upon either issue.
35

36 The decision of the arbitrator, when provided in accordance with the foregoing, shall be
37 final and binding upon both parties, unless it is determined by a court of competent
38 jurisdiction that the arbitrator exceeded the jurisdiction herein conveyed, or the decision is
39 clearly erroneous or contrary to law.
40

41 **SECTION 10.12 - EXCLUSIVE REMEDY**

42
43 The grievance procedure as hereinbefore set forth in this Agreement shall be the exclusive procedure
44 and sole means of remedying any grievance as defined in this Agreement.
45

46 **ARTICLE XI - SIGNATURE OF PARTIES**

47 **SECTION 11.1 - DURATION OF AGREEMENT**

48
49

1 This Agreement shall become effective September 1, 2013, provided that services rendered by
2 employees during August 2013 and applicable terms related to the 2013-14 and 2014-15 school years
3 shall be in accordance with this Agreement. This Agreement shall be effective subject to ratification
4 by both parties and shall remain in full force through August 31, 2015.
5

6 **SECTION 11.2 - MUTUAL AGREEMENT AND REOPENERS**
7

8 Nothing herein shall preclude or is intended to prohibit the parties from reaching mutual agreement to
9 amend any provision of this Agreement.
10

11 During the term of this Agreement, either party may choose to reopen negotiations to amend limited
12 provisions of this Agreement prior to a future work year if the actions of the state or national
13 government or agencies have, in the judgment of the Association or District, materially changed or
14 impacted employees, management, the Association or employer.
15

16 This clause will respond to any such changes caused by external government actions that impact the
17 terms and conditions of employment and/or understanding relied upon by the parties at the time this
18 Agreement was approved.
19

20 Either party desiring to exercise this clause shall give notice to the other party at least sixty (60) days
21 prior to the start of the succeeding work year.
22

23 **SECTION 11.3 - SUCCESSOR AGREEMENT**
24

25 Negotiations for a successor agreement shall commence no later than May 15, 2015, unless a later date
26 is agreed to by both parties.
27

28 This Agreement, having been ratified by the District and Association, is hereunder executed by the
29 duly authorized representatives of the Board of Directors and Granite Falls Education Association:
30

31 Granite Falls Education Association Granite Falls School District
32

33
34
35 By: _____ By: _____
36

37
38
39 By: _____ By: _____
40
41
42
43

A - CERTIFICATION OF DUTIES PERFORMED FOR TRI SCHEDULE PAY

NAME: _____

BUILDING: _____

TRI Contracts are issued for school related services performed above and beyond the requirements of any other contracts for duties which you are compensated. RCW 28A.400.200 dictates that these services cannot include any duties which are part of the Basic Education program required by Article IX, Section 3, of the State Constitution, since those activities are compensated by your Basic Contract salary in accordance with salary lid statutes.

Example of activities are listed below:

- A. Preparation for school opening
- B. Work connected with the conclusion of the school year
- C. Conferencing with parents
- D. Providing individual help to students
- E. Evaluating student work
- F. Workshop, classes and in-service work
- G. Researching educational materials and supplies
- H. Improving and maintaining professional skills
- I. Preparation and revision of materials
- J. Planning with other staff in areas of instruction and curriculum
- K. Working with computers and other technology as related to educational uses
- L. Attending District connected meetings, such as PTSA, etc.
- M. Attending athletic events;
- N. Attending evening performances;
- O. Preparing for elementary field days; or
- P. Professional development.

Required Activity: Two (2) hours of which shall be for one (1) required Open House, Graduation or Culminating Project presentation per building each year. (between August 31st and June 15).

Attended Open House/Graduation/Culminating Project Presentation on _____

I, _____, do hereby certify that I have completed the activities, which qualify as services entitling me to Tri pay, which is paid in 12 equal monthly installments according to my placement on the TRI Schedule and that no other compensation has been paid to me for these duties.

Signature: _____ Date: _____

Admin. Signature: _____ Date: _____

B-1 - 2013-14 BASE SALARY SCHEDULE

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
1	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,993	41,020	43,004	41,731	44,818	46,802
3	35,393	36,343	37,329	38,437	41,518	43,549	42,164	45,243	47,276
4	35,834	36,826	37,818	38,964	42,064	44,110	42,618	45,718	47,765
5	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
6	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
9		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10			43,635	45,247	48,524	50,913	48,724	52,003	54,390
11				46,772	50,121	52,557	50,249	53,599	56,034
12				48,249	51,761	54,269	51,835	55,238	57,748
13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16+					57,693	60,535	57,731	61,447	64,174

B-2 – INITIAL 2014-15 BASE SALARY SCHEDULE

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	34,048	34,968	35,920	36,875	39,939	41,913	40,820	43,885	45,860
1	34,506	35,439	36,403	37,400	40,496	42,459	41,274	44,370	46,332
2	34,943	35,884	36,859	37,993	41,020	43,004	41,731	44,818	46,802
3	35,393	36,343	37,329	38,437	41,518	43,549	42,164	45,243	47,276
4	35,834	36,826	37,818	38,964	42,064	44,110	42,618	45,718	47,765
5	36,290	37,287	38,288	39,498	42,586	44,673	43,080	46,169	48,256
6	36,759	37,734	38,769	40,039	43,113	45,211	43,552	46,626	48,723
7	37,582	38,572	39,621	40,960	44,079	46,235	44,438	47,556	49,713
8	38,787	39,831	40,905	42,355	45,516	47,751	45,832	48,994	51,228
9		41,135	42,262	43,765	46,999	49,310	47,241	50,477	52,788
10			43,635	45,247	48,524	50,913	48,724	52,003	54,390
11				46,772	50,121	52,557	50,249	53,599	56,034
12				48,249	51,761	54,269	51,835	55,238	57,748
13					53,440	56,024	53,476	56,918	59,501
14					55,128	57,844	55,165	58,716	61,322
15					56,563	59,349	56,599	60,242	62,917
16+					57,693	60,535	57,731	61,447	64,174

C-1 - 2013-14 TRI SCHEDULE

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	7,888	8,089	8,298	8,508	9,179	9,612	9,372	10,044	10,477
1	7,988	8,193	8,403	8,622	9,301	9,731	9,471	10,150	10,580
2	8,146	8,355	8,570	8,810	9,489	9,928	9,647	10,328	10,767
3	8,375	8,589	8,811	9,060	9,751	10,208	9,897	10,589	11,045
4	8,542	8,767	8,991	9,250	9,953	10,416	10,078	10,780	11,244
5	8,715	8,943	9,171	9,447	10,152	10,629	10,265	10,970	11,447
6	8,821	9,044	9,280	9,571	10,272	10,751	10,373	11,075	11,554
7	9,082	9,309	9,551	9,859	10,578	11,075	10,661	11,379	11,875
8	9,360	9,600	9,847	10,181	10,909	11,424	10,982	11,710	12,226
9		9,900	10,159	10,505	11,251	11,783	11,307	12,053	12,585
10			10,476	10,847	11,601	12,152	11,648	12,403	12,953
11				11,198	11,970	12,531	12,000	12,771	13,333
12				11,539	12,347	12,925	12,365	13,149	13,727
13					12,735	13,329	12,743	13,535	14,130
14					13,124	13,749	13,132	13,949	14,549
15					13,453	14,096	13,462	14,302	14,917
16-19					13,714	14,369	13,723	14,579	15,207
20+					14,014	14,669	14,023	14,879	15,507

C-2 - 2014-15 TRI SCHEDULE

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135	MA+0	MA+45	MA+90 or PhD
0	8,569	8,788	9,016	9,246	9,978	10,450	10,188	10,922	11,394
1	8,678	8,902	9,131	9,370	10,111	10,580	10,296	11,037	11,507
2	8,845	9,073	9,307	9,570	10,309	10,788	10,482	11,224	11,703
3	9,083	9,316	9,558	9,829	10,581	11,079	10,740	11,494	11,991
4	9,259	9,504	9,747	10,029	10,794	11,298	10,930	11,694	12,199
5	9,441	9,689	9,937	10,237	11,004	11,522	11,127	11,893	12,412
6	9,556	9,799	10,055	10,372	11,134	11,655	11,244	12,008	12,528
7	9,834	10,080	10,343	10,678	11,460	12,000	11,550	12,330	12,869
8	10,136	10,397	10,665	11,028	11,819	12,379	11,899	12,690	13,251
9		10,723	11,004	11,380	12,191	12,769	12,252	13,063	13,641
10			11,349	11,752	12,571	13,170	12,622	13,443	14,041
11				12,133	12,972	13,582	13,005	13,843	14,454
12				12,504	13,382	14,010	13,402	14,254	14,882
13					13,804	14,449	13,813	14,673	15,320
14					14,227	14,906	14,235	15,123	15,775
15					14,584	15,283	14,594	15,507	16,175
16-19					14,868	15,580	14,878	15,808	16,490
20+					15,168	15,880	15,178	16,108	16,790

D - CO-CURRICULAR SALARY SCHEDULE

The stipends below shall be increased annually an amount equal to the percentage increase applied to the current year's regular salary.

Position	Years of Experience				
	0	1	2	3	4
M.S. / High School Band	\$3,489	\$3,593	\$3,698	\$3,803	\$3,907
Choir	\$1,744	\$1,849	\$1,954	\$2,058	\$2,163
Elem. Music	\$872	\$977	\$1,082	\$1,186	\$1,291
H.S. Annual/Journalism	\$1,570	\$1,675	\$1,779	\$1,884	\$1,989
M.S. Annual/Journalism*	\$1,744	\$1,849	\$1,954	\$2,058	\$2,163
HS Department Head	\$1,529				
PE Department Head	\$764				
Art Department Head	\$764				
MS Grade Level Leader	\$1,019				
Elem Grade Level Leader	\$750				

* Should the position of M.S. Annual and Journalism become a position shared by two employees, stated stipend shall be split equally between the two employees.

The stipends for any additional co-curricular positions shall be subject to bargaining.

E-1 - 2013-14 WORK YEAR CALENDAR

2013-14 GFEA WORK CALENDAR

2013							2014																								
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI																	
JULY														Aug 29																	
1	2	3	4	5	6	7	8	9	10 ^r	13	14	15	16	17 ^r	Sep 2	Labor Day															
15	16	17	18	19	20	21	22	23	24	27	28	29	30	31 ^r	Sep 3	non-instructional workday (see 8.1.a.2)															
22	23	24	25	26	27	28	29	30	31 ^r	3	4	5	6	7 ^r	Sep 4	first day of school															
29	30	31															Oct 18	waiver day (see 8.1.a.3)													
AUGUST														Nov 11	Veterans Day																
5	6	7	8	9	10	11	12	13	14	3	4	5	6	7 ^r	Nov 21-27	student conferences (see 8.1.b.1)															
12	13	14	15	16	17	18	19	20	21	10	11	12	13	14	Nov 28-29	Thanksgiving Break															
19	20	21	22	23	24	25	26	27	28	17	18	19	20	21	Dec 20	student/employee early release (see 8.1.b.4)															
26	27	28	29	30	31															Dec 23-Jan 3	Winter Break										
SEPTEMBER														Jan 20	Martin Luther King Jr. Day								Feb 14-17	Mid-winter Break							
2	3	4*	5	6	7	8	9	10	11	3	4	5	6	7 ^r	Mar 14	waiver day (see 8.1.a.3)															
9	10	11	12	13 ^r	16	17	18	19	20 ^r	10	11	12	13	14	Mar 24-28	student conferences (see 8.1.b.1)															
16	17	18	19	20 ^r	23	24	25	26	27 ^r	17	18	19	20	21 ^r	Mar 31-Apr 4	Spring Break															
23	24	25	26	27 ^r	30															May 26	Memorial Day										
30															Jun 12	last day of school - student early release (see 8.1.b.3)															
OCTOBER														Jun 13+	potential inclement weather make-up days (see 8.1.a.5)																
1	2	3	4 ^r	7	8	9	10	11 ^r	14	1	2	3	4	7	8	9	10	11 ^r													
14	15	16	17	18	21	22	23	24	25 ^r	14	15	16	17	18 ^r	14	15	16	17	18 ^r												
21	22	23	24	25 ^r	28	29	30	31	28	29	30	31	28	29	24*	25*	26*	27*	28*												
NOVEMBER														28	29	30	31	28	29	30	31	24*	25*	26*	27*	28*	31				
4	5	6	7	8 ^r	11	12	13	14	15	1	2	3	4	7	8	9	10	11 ^r													
11	12	13	14	15	18	19	20	21*	22*	5	6	7	8	9 ^r	12	13	14	15	16 ^r												
18	19	20	21*	22*	25*	26*	27*	28	29	12	13	14	15	16 ^r	19	20	21	22	23 ^r												
25*	26*	27*	28	29	2	3	4	5	6 ^r	19	20	21	22	23 ^r	26	27	28	29	30												
DECEMBER														2	3	4	5	6 ^r	2	3	4	5	6 ^r								
2	3	4	5	6 ^r	9	10	11	12	13 ^r	2	3	4	5	6 ^r	9	10	11	12*	13*												
16	17	18	19	20*	23	24	25	26	27	16	17	18	19	20*	16	17	18	19	20												
30	31	23	24	25	26	27	30	31	23	24	25	26	27	30	23	24	25	26	27												

* see note on right r = 60 min early release of students

non-instructional workday (no students)

schools closed

E-2 - 2014-15 WORK YEAR CALENDAR

2014-15 GFEA WORK CALENDAR											
2014					2015						
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI	MON	TUE
JULY					JANUARY						
1	2	3	4		5	6	7	8	9 ^r	10	11
7	8	9	10	11	12	13	14	15	16 ^r	17	18
14	15	16	17	18	19	20	21	22	23	24	25
21	22	23	24	25	26	27	28	29	30 ^r	31	
28	29	30	31		FEBRUARY						
AUGUST					2	3	4	5	6 ^r		
1	2	3	4	5	9	10	11	12	13		
4	5	6	7	8	16	17	18	19	20		
11	12	13	14	15	23	24	25	26	27 ^r		
18	19	20	21	22	MARCH						
25	26	27	28	29	2	3	4	5	6 ^r		
SEPTEMBER					9	10	11	12	13 ^r		
1	2	3	4	5	16	17	18	19	20 ^r		
8	9	10	11	12 ^r	23*	24*	25*	26*	27*		
15	16	17	18	19 ^r	30	31					
22	23	24	25	26 ^r	APRIL						
29	30				1	2	3				
OCTOBER					6	7	8	9	10 ^r		
1	2	3 ^r			13	14	15	16	17 ^r		
6	7	8	9	10 ^r	20	21	22	23	24 ^r		
13	14	15	16	17 ^r	27	28	29	30	31 ^r		
20	21	22	23	24 ^r	MAY						
27	28	29	30	31 ^r	4	5	6	7	8 ^r		
NOVEMBER					11	12	13	14	15 ^r		
3	4	5	6	7 ^r	18	19	20*	21*	22 ^r		
10	11	12	13	14	24*	25*	26*	27	28		
17	18	19	20*	21*	JUNE						
24*	25*	26*	27	28	1	2	3	4	5 ^r		
DECEMBER					8	9	10	11*	12*		
1	2	3	4	5 ^r	15	16	17	18	19*		
8	9	10	11	12 ^r	22	23	24	25	26		
15	16	17	18	19*	29	30	31				
22	23	24	25	26	schools closed						
29	30	31	non-instructional workday (no students)								

Aug 27	non-instructional workday (see 8.1.a.3)
Aug 28	non-instructional workday (see 8.1.a.3)
Sep 1	Labor Day
Sep 2	non-instructional workday (see 8.1.a.2)
Sep 3	first day of instruction
Nov 11	Veterans Day
Nov 20-26	student conferences (see 8.1.b.1)
Nov 27-28	Thanksgiving Break
Dec 19	student/employee early release (see 8.1.b.4)
Dec 23-Jan 3	Winter Break
Jan 19	Martin Luther King Jr. Day
Feb 13-16	Mid-winter Break
Mar 23-27	student conferences (see 8.1.b.1)
Mar 30-Apr 3	Spring Break
May 25	Memorial Day
Jun 11	last day of school - student early release (see 8.1.b.3)
Jun 12+	potential inclement weather make-up days (see 8.1.a.5)

* see note on right	r = 60 min early release of students
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F - SAMPLE CERTIFICATED EMPLOYEE CONTRACT (NON-PROVISIONAL)

IT IS HEREBY AGREED by and between the Board of Directors of Granite Falls School District, No. 332, of Snohomish County, Washington, hereinafter referred to as the "District," and _____, herein-after referred to as the "Employee," that said Employee shall perform assigned professional services as (position title)_____ in the public schools of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute.

Said employment is for the 20__- 20__ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than ___ days of service, exclusive of holidays and authorized vacations.

In consideration for the faithful performance of assigned duties the Employee shall receive an annual salary of _____ dollars (\$_____). Said salary is based upon placement on the District salary schedule determined from information supplied by the Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade of step placement indicated herein is incorrect. Said salary is computed on the basis of _____ contract days for regular employees for the school year. If the number of contract days specified for this employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any collective bargaining agreement in effect between the District and the organization certified or recognized as the negotiating representative for the non-supervisory certificated personnel employed by the Board. In the event that any of the provisions of this Individual Employee Contract shall be inconsistent with the provisions of any such Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

This contract does not become effective until the employee registers with the District Superintendent's office: (1) a valid teaching certificate, (2) official transcripts of preparation, (3) official verification of experience, (4) proof of identity and citizenship and (5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the ___ day of _____, 20___. If it is not signed by the Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept or reject the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Employee of the offer to contract.

The Employee hereby represents, warrants, and affirms that he/she has not signed any other employment contract for the same term covered by this Contract, including an employment contract with another school district, or, if so, that the Board of Directors of such other school district has released said employee from said other employment contract.

BY ORDER OF THE BOARD OF DIRECTORS

Employee's Signature

Superintendent-Secretary of Board

Date signed

Date received by Superintendent

Contracts are issued in quadruplicate. Sign and return the original and two (2) copies to the Superintendent's office and retain the employee copy.

G - SAMPLE CERTIFICATED PROVISIONAL EMPLOYEE CONTRACT

IT IS HEREBY AGREED by and between the Board of Directors of Granite Falls School District, No. 332, of Snohomish County, Washington, hereinafter referred to as the "District", and _____, hereinafter referred to as the "Provisional Employee", that the Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform assigned professional services as _____(position title)_____ in the public schools of the said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute.

Said employment is for the 20__- 20__ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than ___ days of service, exclusive of holidays and authorized vacations.

In consideration of the faithful performance of assigned duties, the Provisional Employee shall receive an annual salary of _____ (\$_____) Dollars. Said salary is based upon placement on the District salary schedule determined from information supplied by the Provisional Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement is incorrect. Said salary is computed on the basis of ___ contract days for regular employees of the school year. If the number of contract days specified for this Provisional Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any collective bargaining agreement in effect between the District and the organization certified or recognized as the negotiating representative for the non-supervisory certificated personnel employed by the Board. In the event that any of the provisions of this individual Employee Contract shall be inconsistent with the provisions of any such Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

This contract does not become effective until the employee registers with the district superintendent's office (1) a valid teaching certificate, (2) official transcripts of preparation, (3) official verification of experience, (4) proof of identity and citizenship and (5) any other required credential. This contract may be non-renewed in accordance with the provisions of RCW 28A.67.072 as now or hereafter amended.

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the ___ day _____, 20__. If it is not signed by the Provisional Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept or reject the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Provisional Employee of the offer to contract.

The employee hereby represents, warrants and affirms that he/she has not signed any other employment contract for the same term covered by this Contract, including an employment contract with another school district, or, if so, that the Board of Directors of said other school district has released said employee from said other employment.

BY ORDER OF THE BOARD OF DIRECTORS

Employee's Signature

Superintendent-Secretary of Board

Date signed

Date received by Superintendent

Contracts are issued in quadruplicate. Sign and return the original and two (2) copies to the Superintendent's office and retain the employee copy.

H - PRE-OBSERVATION CONFERENCE PLANNING FORM

Please complete this form prior to our pre-observation conference on _____

Teacher: _____ Grade Level: _____ Subject: _____

Pre-conference date/time: _____ Date of Observation: _____

Post-conference date/time: _____ Number of students: _____

Comments/Working Conditions:

Learning Objectives:

1. Which District goals does this lesson address?

2. What are the specific objectives for this lesson? (What will the students know or be able to do at the end of the lesson?)

3. How does this lesson fit into the instructional sequence for this unit?

Teacher Behaviors:

1. What methods and activities will you use to accomplish your objectives?

2. How will you monitor student progress during this lesson?

3. What assessment strategies will you use to be sure that all students have learned what you intended?

4. What potential classroom management challenges may be related to this lesson?

I - CRITERIA FOR EVALUATION OF TEACHING EMPLOYEES

The evaluator shall decide which indicators, if any, are appropriate for assessing the performance of the particular employee being evaluated.

Criterion 1: Instructional Skill. The certificated classroom teacher demonstrates, in his/her performance a competent level of knowledge and skill in designing and conducting an instructional experience.

Indicators: The evaluator may assess such teacher abilities and practices as:

- 1.1 identifying the learning needs of individual pupils;
- 1.2 establishing learning objective/outcomes consistent with district learning objectives and goals;
- 1.3 planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes;
- 1.4 conducting/implementing the instructional plan/experience;
- 1.5 using the principles of learning to facilitate the learning objective;
- 1.6 assessing pupil's learning/achievement of outcomes and using the resultant data in the design of future instructional experiences;
- 1.7 identifying and implementing local school district goals, objectives, and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, and other similar matters.

Criterion 2: Classroom Management. The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Indicators: The evaluator may assess such teacher abilities and practices as:

- 2.1 selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
- 2.2 organizing the physical setting so that it contributes to learning;
- 2.3 identifying and appropriately using instructional resources available throughout the school district and the community;
- 2.4 organizing individual, small group, or large group learning experience as appropriate to the pupil(s), subject matter, and outcomes desired;
- 2.5 providing a classroom climate conducive to student learning.

Criterion 3: Professional Preparation and Scholarship. The certificated classroom teacher exhibits, in his/her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Indicators: The evaluator may assess the teacher's demonstrated knowledge of and ability to:

- 3.1 use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired;
- 3.2 relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences;
- 3.3 specify educational philosophy underlying one's instructional decisions;
- 3.4 demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, and other similar matters);

- 1 3.5 implement statutes and rules/regulations which have implications for the professional's
2 practice, subject matter specialization, and/or school policy.
3

4 **Criterion 4: Efforts Toward Improvement When Needed.** The certificated classroom teacher
5 demonstrates an awareness of his/her limitations and strengths, and demonstrates continued
6 professional growth.

7 *Indicators:*

- 8 4.1 in-service and career development activities sponsored by the district, educational
9 service district, and professional organization;
10 4.2 continuing education and training initiated and selected by the individual;
11 4.3 follow-through and response to recommendations included in periodic and annual
12 personnel evaluation;
13 4.4 self-assessment/evaluation and identification of strengths, needs, limitations.
14

15 **Criterion 5: The Handling of student discipline and attendant problems.** The certificated
16 classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the
17 educational setting.

18 *Indicators:* The evaluator may consider such teacher abilities and practices as:

- 19 5.1 recognizing conditions which may lead to disciplinary problems;
20 5.2 establishing clear parameters for student "in-classroom" conduct and make known these
21 expectation;
22 5.3 developing appropriate strategies for preventing disciplinary problems;
23 5.4 responding appropriately to disciplinary problems when they do occur;
24 5.5 resolving discipline problems in accordance with law, school board policy, and
25 administrative regulations and policies;
26 5.6 assisting students toward self-discipline and acceptable standards of student behavior.
27

28 **Criterion 6: Interest in teaching pupils.** The certificated classroom teacher demonstrates an
29 understanding of and commitment to each pupil, taking into account each individual's unique
30 background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or
31 enjoyment in working with pupils.

- 32 6.1 enjoys the process of working with students;
33 6.2 recognizes characteristics of each student;
34 6.3 uses knowledge of individual students(s) to design learning experiences and facilitate
35 learning;
36 6.4 uses the results of student achievement examinations to design methods and means to
37 improve teaching and student performance.
38

39 **Criterion 7: Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a
40 depth and breadth of knowledge of theory and content in general education and subject matter
41 specialization(s) appropriate to the elementary and/or secondary level(s).

42 *Indicators:* The evaluator may assess the extent to which the teacher:

- 43 7.1 depth of knowledge in the subject matter area;
44 7.2 extent to which the teacher keeps abreast of new developments, ideas, and;
45 7.3 relationship between one's subject matter field and other disciplines/subjects;
46 7.4 breadth of knowledge in general education/liberal arts or pursuit of such knowledge.
47

J - CRITERIA FOR EVALUATION OF EDUCATION SUPPORT EMPLOYEES

Criterion 1 Knowledge and Scholarship in Special field. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates knowledge of theory and content in the special field. He/she demonstrates and understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

Indicators: The evaluator may assess the support person's competency to:

- 1.1 provide a theoretical rationale for the use of various procedures;
- 1.2 demonstrate understanding of the basic principles of human growth and development;
- 1.3 demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- 1.4 relate and apply knowledge, research findings and theory deriving from the individuals' specific discipline to the development of the program of services.

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

Indicators: The evaluator may assess the support person's competency to:

- 2.1 design and conduct a program providing specific and unique services within the individual's specific discipline;
- 2.2 demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
 - a. to help students integrate and assimilate data;
 - b. to help others involved with the students interpret and use data appropriately and accurately;
 - c. to help other specialists by providing case study materials;
- 2.3 administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- 2.4 demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program;
- 2.5 develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

Criterion 3 Management of Special and Technical Environment. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

Indicators: The evaluator may assess the support person's competency to:

- 3.1 select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- 3.2 demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters;
- 3.3 use comparative and interpretive data;
- 3.4 create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

1 **Criterion 4 The Support Person as a Professional.** Each certificated support person demonstrates
2 awareness of his/her limitations and strengths and demonstrates continued professional growth.

- 3 *Indicators:* The evaluator may assess the support person's competency to:
- 4 4.1 demonstrate awareness of the law as it relates to area of specialization;
 - 5 4.2 demonstrate awareness of responsibilities to students, parents and other educational
6 personnel as defined by the professional code of ethics supported by the support
7 person's competence area;
 - 8 4.3 demonstrate commitment to school and professional activities (attendance at local
9 district and state meetings, consortium activities, participation on special committees,
10 and other similar matters);
 - 11 4.4 demonstrate commitment to the concept of career-long professional growth by
12 participation in workshops and seminars or graduate study.
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14 **Criterion 5 Involvement in Assisting Pupils, Parents and Educational Personnel.** Each
15 certificated support person demonstrates an acceptable level of performance in offering specialized
16 assistance in identifying those needing specialized programs.

- 17 *Indicators:* The evaluator may assess the support person's commitment to, and competence in,
18 offering specialized assistance:
- 19 5.1 consult with other staff, school personnel, and parents, concerning the development,
20 coordination, and/or extension of services to those needing specialized programs;
 - 21 5.2 plan and develop support program to serve the preventive and developmental needs of
22 the school population and the special needs for some students;
 - 23 5.3 interpret characteristics and needs of students to parents, staff, and community, in group
24 and individual settings via oral and written communications.
- 25

K - OBSERVATION OF TEACHING EMPLOYEES

Name _____ Assignment _____

Observation Date _____ Time _____

S = Satisfactory **C** = Continued Effort **I** = Improvement Needed **U** = Unsatisfactory

- _____ **1. Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators:

- 1.1 shows depth of knowledge in the subject matter areas;
- 1.2 integrates area(s) of expertise with other subjects when appropriate;
- 1.3 demonstrates enthusiasm and interest in subjects taught;
- 1.4 keeps current with developments in subject matter;
- 1.5 demonstrates knowledge of subject matter which reflects understanding of district curriculum as the framework for subject areas.

Evaluator Comments:

- _____ **2. Instructional Skill.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience.

Planning Indicators:

- 2.1 develops short-range and long-range plans;
- 2.2 identifies and implements current district goals, objectives, policies, and adopted curriculums to plan and develop a variety of instructional experiences and strategies to meet the learning needs of individual students;
- 2.3 demonstrates ability to evaluate, select, and modify curriculum to meet varied student needs and abilities;
- 2.4 selects and implements appropriate assessments aligned with curriculum;
- 2.5 utilizes assessment results in subsequent instructional planning.

Instruction and Assessment Indicators:

- 2.6 implements instructional plan;
- 2.7 demonstrates competence in designing and implementing an instructional experience which facilitates retention, application, and transfer of knowledge;
- 2.8 uses effective questioning techniques, problem solving and application strategies;
- 2.9 actively engages students in the learning process;
- 2.10 checks for student understanding and modifies instruction accordingly;
- 2.11 uses clear and consistent means of communicating student progress;
- 2.12 reports regularly to parents/guardians according to district policy.

Evaluator Comments:

- _____ **3. Classroom Management.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 creates and maintains classroom expectations, routines, and procedures;
- 3.2 maintains a safe, efficient, and stimulating classroom environment conducive to learning;
- 3.3 structures the classroom environment and utilizes available resources to enable students with different learning styles and abilities to succeed;

- 1 3.4 organizes individual, small group, and large group learning experiences as appropriate to the student,
2 subject matter and outcomes desired;
3 3.5 maintains a record keeping system as required by district policy and building procedures.
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5 Evaluator Comments:
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- 8 ——— **4. Interest in Teaching Students.** The certificated classroom teacher demonstrates an understanding of and
9 commitment to each student, taking into account each individual's unique background and characteristics.
10 The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with students.

11 Performance Indicators:

- 12 4.1 makes an effort to know each student as an individual;
13 4.2 interacts with students in a mutually respectful and professional manner;
14 4.3 uses knowledge of individual students to design and facilitate learning;
15 4.4 recognizes as valid the interests, questions, and concerns of students.
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17 Evaluator Comments:
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- 20 ——— **5. The Handling of Student Discipline and Attendant Problems.** The certificated classroom teacher
21 demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

22 Performance Indicators:

- 23 5.1 creates a positive classroom climate;
24 5.2 establishes and teaches clear parameters for student conduct in accordance with building procedures;
25 5.3 develops appropriate strategies for preventing disciplinary problems;
26 5.4 responds to disciplinary problems when they do occur;
27 5.5 resolves discipline problems appropriately and in accordance with building procedures and district
28 policies;
29 5.6 handles new situations and emergencies professionally;
30 5.7 exercises responsibility for student management throughout the building.

31 Evaluator Comments:
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34 **To the extent observed during this school year, the evaluator may comment on the following areas.**

- 35 ——— **6. Professional Preparation and Scholarship.** The certificated classroom teacher exhibits evidence of
36 having a theoretical background and knowledge of the principles and methods of teaching, and a
37 commitment to education as a profession.

38

- 39 ——— **7. Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an
40 awareness of limitations and strengths, and demonstrates continued professional growth.
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46 Principal's Signature

_____ Date

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48 My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I
49 understand that I may submit a written response to this evaluation.

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53 Teacher's Signature

_____ Date

L - FORMAL OBSERVATION REPORT FORM EDUCATION SUPPORT EMPLOYEES

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NAME _____

DATE _____

OBSERVER _____

BUILDING _____

Pre-conference date _____

Date of Observation _____

Subject Area _____

Lesson Plans Available _____ Yes _____ No

Objectives: _____

Methods to be used : _____

Materials to be used: _____

Class Size: _____

Comments/Working Conditions, etc: _____

Criterion to be focused on: _____

Observer Notes: _____

Post-Observation Date: _____

Areas of Proficiency: _____

Areas of Deficiency, if any: _____

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Suggestions for Improvement, if any: _____

Suggestions for Enhancement: _____

Follow-up observations, if scheduled: _____

Date _____ Number of attached pages, if any: _____

Signature of Evaluator _____

Signature of Employee _____ Date: _____

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3 **M - FINAL EVALUATION OF TEACHING EMPLOYEES**
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6 Name _____ Assignment _____

7 Date _____

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9 S = Satisfactory U = Unsatisfactory

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11 **1. Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a depth and breadth of knowledge
12 of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or
13 secondary level(s).

14 Performance Indicators:

- 15 1.1 shows depth of knowledge in the subject matter areas;
16 1.2 integrates area(s) of expertise with other subjects when appropriate;
17 1.3 demonstrates enthusiasm and interest in subjects taught;
18 1.4 keeps current with developments in subject matter;
19 1.5 demonstrates knowledge of subject matter which reflects understanding of district curriculum as the
20 framework for subject areas.

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22 Evaluator Comments:

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25 **2. Instructional Skill.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in
26 designing and conducting an instructional experience.

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28 Planning Indicators:

- 29 2.1 develops short-range and long-range plans;
30 2.2 identifies and implements current district goals, objectives, policies, and adopted curriculums to plan and
31 develop a variety of instructional experiences and strategies to meet the learning needs of individual students;
32 2.3 demonstrates ability to evaluate, select, and modify curriculum to meet varied student needs and abilities;
33 2.4 selects and implements appropriate assessments aligned with curriculum;
34 2.5 utilizes assessment results in subsequent instructional planning.

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36 Instruction and Assessment Indicators:

- 37 2.6 implements instructional plan;
38 2.7 demonstrates competence in designing and implementing an instructional experience which facilitates
39 retention, application, and transfer of knowledge;
40 2.8 uses effective questioning techniques, problem solving and application strategies;
41 2.9 actively engages students in the learning process;
42 2.10 checks for student understanding and modifies instruction accordingly;
43 2.11 uses clear and consistent means of communicating student progress;
44 2.12 reports regularly to parents/guardians according to district policy.

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46 Evaluator Comments:

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50 **3. Classroom Management.** The certificated classroom teacher demonstrates a competent level of knowledge and
51 skill in organizing the physical and human elements in the educational setting.

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53 Performance Indicators:

- 54 3.1 creates and maintains classroom expectations, routines, and procedures;
55 3.2 maintains a safe, efficient, and stimulating classroom environment conducive to learning;

- 3.3 structures the classroom environment and utilizes available resources to enable students with different learning styles and abilities to succeed;
- 3.4 organizes individual, small group, and large group learning experiences as appropriate to the student, subject matter and outcomes desired;
- 3.5 maintains a record keeping system as required by district policy and building procedures.

Evaluator Comments:

4. Interest in Teaching Students. The certificated classroom teacher demonstrates an understanding of and commitment to each student, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with students.

Performance Indicators:

- 4.1 makes an effort to know each student as an individual;
- 4.2 interacts with students in a mutually respectful and professional manner;
- 4.3 uses knowledge of individual students to design and facilitate learning;
- 4.4 recognizes as valid the interests, questions, and concerns of students.

Evaluator Comments:

5. The Handling of Student Discipline and Attendant Problems. The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

Performance Indicators:

- 5.1 creates a positive classroom climate;
- 5.2 establishes and teaches clear parameters for student conduct in accordance with building procedures;
- 5.3 develops appropriate strategies for preventing disciplinary problems;
- 5.4 responds to disciplinary problems when they do occur;
- 5.5 resolves discipline problems appropriately and in accordance with building procedures and district policies;
- 5.6 handles new situations and emergencies professionally;
- 5.7 exercises responsibility for student management throughout the building.

Evaluator Comments:

6. Professional Preparation and Scholarship. The certificated classroom teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Performance Indicators:

- 6.1 uses and relates instructional strategies/methods and teaching theory in the design of learning experiences;
- 6.2 demonstrates commitment to school and professional activities;
- 6.3 demonstrates commitment to the profession;
- 6.4 selects training to promote professional growth and/or educational reform.

Evaluator Comments:

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7. **Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of limitations and strengths, and demonstrates continued professional growth.

Performance Indicators:

- 7.1 responds professionally to recommendations included in periodic and annual evaluations;
- 7.2 uses self-assessment to identify strengths, needs, and limitations;
- 7.3 takes appropriate action to facilitate growth, including participation in professional growth activities;
- 7.4 explores new curriculum and instructional techniques as appropriate;
- 7.5 collaborates with other certificated personnel and support staff;
- 7.6 uses new information to guide improvements.

Evaluator Comments:

Based on the adopted criteria, overall performance has been:

S = Satisfactory

U = Unsatisfactory

Principal's Signature

Date

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

Teacher's Signature

Date

N - FINAL EVALUATION FORM FOR EDUCATION SUPPORT EMPLOYEES

NAME _____ POSITION _____ DATE _____

BUILDING _____ EVALUATOR _____ TITLE _____

Criterion 1 Knowledge and Scholarship in Special field. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates knowledge of theory and content in the special field. He/she demonstrates and understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu. The evaluator may assess the support person's competency to:

- A. provide a theoretical rationale for the use of various procedures;
- B. demonstrate understanding of the basic principles of human growth and development;
- C. demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- D. relate and apply knowledge, research findings and theory deriving from the individuals' specific discipline to the development of the program of services.

1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A

Evaluator Comments: _____ Employee Comments: _____

Criterion 2 Specialized Skills. Each certificated support person demonstrates in this/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation. The evaluator may assess the support person's competency to:

- A. design and conduct a program providing specific and unique services within the individual's specific discipline;
- B. demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
 - a. to help students integrate and assimilate data;
 - b. to help others involved with the students interpret and use data appropriately and accurately;
 - c. to help other specialists by providing case study materials;
- C. administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- D. demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program;
- E. develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A

Evaluator Comments: _____ Employee Comments: _____

Criterion 3 Management Of Special And Technical Environment. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluator may assess the support person's competency to:

- A. select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- B. demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters.
- C. use comparative and interpretive data;
- D. create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A

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Evaluator Comments _____ Employee Comments: _____

Criterion 4 The Support Person As A Professional. Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The evaluator may assess the support person's competency to:

- A. demonstrate awareness of the law as it relates to area of specialization;
- B. demonstrate awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the support person's competence area;
- C. demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, and other similar matters);
- D. demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A

Evaluator Comments: _____ Employee Comments: _____

Criterion 5 Involvement In Assisting Pupils, Parents And Educational Personnel. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The evaluator may assess the support person's commitment to, and competence in, offering specialized assistance:

- A. consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs;
- B. plan and develop support program to serve the preventive and developmental needs of the school population and the special needs for some students;
- C. interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A

Evaluator Comments: _____ Employee Comments: _____

It is my judgment based on adopted criteria that this employee's overall performance has been:

SATISFACTORY UNSATISFACTORY during the evaluation period covered

in this final evaluation for the school year of _____.

Signature of Evaluator _____ Title _____ Date _____

Two copies of this form should be completed - one to be given to the employee, the other is to be forwarded to the Personnel Office.

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

Signature of Employee _____ Date _____

O - SHORT FORM

Name: _____ Assignment: _____

Observation date: _____ Time of observation: from _____ to _____

Evaluator's signature: _____ Date _____

Teacher's signature*: _____ Date _____

Date copy given to employee: _____

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

P - PROFESSIONAL GROWTH OPTION

After reading the information on the Professional Growth Option and determining that I am eligible for the PGO, I am declaring my intention to participate in the program.

I understand that this form must be filled out the turned in to the building administrator by October 1st to participate in the PGO.

Name: _____

Building: _____

Position: _____

Signature: _____

Date: _____

Building Administrator: _____

Date Received: _____

Documentation of Participation

Annual Goals Developed

Date Employee Principal/Supervisor

Mid-Year Assessment of Progress Toward Goals

Date Employee Principal/Supervisor

Year-End Assessment of Progress Toward Goals

Date Employee Principal/Supervisor

Please send a copy of this page only to the Human Resources Department to document annual participation. Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria.

(GFEA Section 8.3.12 – Professional Growth Program)
PROFESSIONAL GROWTH PLAN

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Name _____ School Year _____

1. Professional goals (only one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions.*

2. What is the plan of action for achieving my goals?

3. How can my principal help me achieve my goals?

4. Who will be involved in working with me to achieve my goals?

5. How will I measure my success in achieving my goals?

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*WAC 392-191-080 (Stipulates that one or more of the following sources of information are to be used in developing the professional growth plan. 1. Peer review and evaluation; 2. input by parents; 3. input by students; 4. personal and/or professional goals; 5. school district goals; 6. building goals; 7. self-assessment; 8. personal academic records; and 9. school district evaluations.)

MID-YEAR ASSESSMENT OF PROGRESS TOWARD GOALS

(Data may be attached)

Conference Date _____ Initials _____

Teacher's Comments:

Supervisor's Comments:

YEAR-END ASSESSMENT OF PROGRESS TOWARD GOALS

(Data may be attached)

Year-End Conference Date _____

Teacher's Comments:

Supervisor's Comments:

Signatures: Teacher _____

Supervisor _____

Through informal observation and evidence of work on PGO plan, _____
meets or exceeds minimum competency criteria as defined by state statute.

Supervisor's Signature: _____

Q - THE SEVEN TESTS OF JUST CAUSE

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

R - NOTICE OF GRIEVANCE: STEP 1

Grievant _____
Home Address of Grievant _____
Telephone _____
School _____ Immediate Supervisor _____
Subject Area or Grade _____ Association Representative _____

STATEMENT OF GRIEVANCE

- a. Date of grievance:
b. Section or sections of agreement alleged to be violated.
c. Person/persons involved:
d. Nature/circumstances of grievance:

RELIEF SOUGHT

Signature of Grievant _____ Date _____

Distribution of Form: Association Representative Association
Immediate Supervisor Grievant

S - DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR: STEP 1

(To be completed by school principal or immediate supervisor within 5 days after grievance hearing.)

Grievant _____ Date of Formal Presentation _____

School _____ School Principal/
Immediate Supervisor _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision

Signature of School Principal or Immediate Supervisor

Distribution of Form: Association Representative Association
Immediate Supervisor Grievant

T - APPEAL TO SUPERINTENDENT: STEP 2

(To be completed by grievant within ten (10) days after Step 1 decision or ten (10) days after Step 1 meeting if no decision is rendered.)

Grievant _____ Date _____

Home Address of Grievant _____

Telephone _____

School _____ Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Association Representative _____

a. Reason for appeal to the Superintendent:

b. Additional facts relating to the grievance:

c. Anticipated witnesses to be called, if any, during hearing:

d. Attach copies of pertinent documents.

RELIEF SOUGHT

Signature of Grievant

Date

Distribution of Form: Association Representative Association
Immediate Supervisor Grievant

U - DECISION BY SUPERINTENDENT: STEP 2

(To be completed by the Superintendent within five days after grievance hearing.)

Grievant _____ Date of Formal Presentation _____

School _____ School Principal/
 Immediate Supervisor _____

DECISION AND PROPOSED SETTLEMENT OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE:

Date of Decision

Signature of Superintendent

Distribution of Form: *Association Representative* *Association*
 Immediate Supervisor *Grievant*

V - APPEAL TO CHAIR OF THE DISTRICT BOARD OF DIRECTORS: STEP 3

(To be completed by grievant within ten (10) days after Step 2 decision or ten (10) days after Step 2 meeting if no decision is rendered.)

Grievant _____ Date _____

Home Address of Grievant _____

Telephone _____

School _____ Immediate Supervisor _____

Years in School System _____ Subject Area or Grade _____

Association Representative _____

e. Reason for appeal to the Chairman of the District Board of Directors:

f. Additional facts relating to the grievance:

g. Anticipated witnesses to be called, if any, during hearing:

h. Attach copies of pertinent documents.

RELIEF SOUGHT

Signature of Grievant

Date

Distribution of Form: Association Representative Association
Immediate Supervisor Grievant

W - DECISION BY CHAIR OF THE DISTRICT BOARD OF DIRECTORS: STEP 3
(To be completed by the Chair of the District Board of Directors within 5 days after grievance hearing.)

Grievant _____ Date of Formal Presentation _____
School _____ School Principal/
Immediate Supervisor _____

DECISION AND PROPOSED SETTLEMENT OF CHAIRMAN OF THE DISTRICT BOARD OF DIRECTORS AND REASONS THEREFORE:

Date of Decision

Signature of Superintendent

Distribution of Form: Association Representative Association
Immediate Supervisor Grievant

X - DETERMINATION REGARDING ARBITRATION: STEP 4

(To be completed by grievant within ten (10) days after Step 1 decision or ten (10) days after Step 1 meeting if no decision is rendered.)

Aggrieved Person _____	Date of Formal Presentation _____
Association President _____	Date Request Received for Arbitration _____

DETERMINATION BY ASSOCIATION:

_____ The Association, through its designated bodies, has determined not to submit this grievance to arbitration.

_____ The Association, through its designated bodies, has determined to submit this grievance to arbitration.

Date of Determination

Signature of Association President

Distribution of Form:	<i>Association Representative</i>	<i>Association</i>
	<i>Immediate Supervisor</i>	<i>Grievant</i>

Y - CEL 5D+ TEACHER EVALUATION RUBRIC

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**CEL 5D+™ Teacher Evaluation Rubric 2.0 by Washington State Criteria
For Use in the 2013-14 School Year – Version 1.1**

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

P1 Purpose – Standards: Connection to standards, broader purpose and transferable skill

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The lesson is not based on grade level standards. There are no learning targets aligned to the standard. The lesson does not link to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is occasionally linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is frequently linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is consistently linked to broader purpose or a transferable skill.

P4 Purpose – Learning Target: Communication of learning target(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never states or communicates with students about the learning target(s).	Teacher states the learning target(s) at the beginning of each lesson.	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of what the target(s) are.	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of what the target(s) are and references the target throughout instruction.

P5 Purpose – Learning Target: Success criteria and performance task(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The success criteria for the learning target(s) are nonexistent or aren't clear to students.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria in a limited manner.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria. Students refer to success criteria and use them for improvement.

SE3 Student Engagement – Engagement Strategies: High cognitive demand

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher expectations and strategies engage few or no students in work of high cognitive demand.	Teacher expectations and strategies engage some students in work of high cognitive demand.	Teacher expectations and strategies engage most students in work of high cognitive demand.	Teacher expectations and strategies engage all students in work of high cognitive demand.

5D is a trademark of the University of Washington Center for Educational Leadership



**CEL 5D+™ Teacher Evaluation Rubric 2.0 by Washington State Criteria
For Use in the 2013-14 School Year – Version 1.1**

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

CEC3 Classroom Environment & Culture – Classroom Routines & Rituals: Discussion, collaboration and accountability

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Routines for discussion and collaborative work are absent, poorly executed or do not hold students accountable for their work and learning.	Routines for discussion and collaborative work are present, but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Routines for discussion and collaborative work have been taught, are evident, and result in effective discourse related to the lesson purpose. With prompts, students use these routines during the lesson. Students are held accountable for their work and learning.	Routines for discussion and collaborative work have been explicitly taught, are evident, and result in effective discourse related to the lesson purpose. Students independently use the routines during the lesson. Students are held accountable for their work, take ownership for their learning and support the learning of others.



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Criterion 2: Demonstrating effective teaching practices.

SE1 Student Engagement – Intellectual Work: Quality of questioning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher occasionally asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.

SE5 Student Engagement – Engagement Strategies: Expectation, support and opportunity for participation and meaning making

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses engagement strategies and structures that facilitate participation and meaning making by all students. Few students have the opportunity to engage in quality talk.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in quality talk. Routines are often student-led.

SE6 Student Engagement – Talk: Substance of student talk

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Student talk is nonexistent or is unrelated to content or is limited to single-word responses or incomplete sentences directed to teacher.	Student talk is directed to teacher. Talk associated with content occurs between students, but students do not provide evidence for their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their arguments and new ideas.



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Criterion 2: Demonstrating effective teaching practices.

CP6 Curriculum & Pedagogy – Scaffolds for Learning: Scaffolds the task

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never scaffolds tasks for group or individual learning needs or teacher uses strategies that are generic and/or not relevant to the concepts and/or skills to be learned.	Teacher provides limited scaffolds for individual or group learning needs. Strategies may or may not be relevant to the concepts and/or skills to be learned.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills. Students use scaffolds across tasks with similar demands.

CP7 Curriculum & Pedagogy – Scaffolds for Learning: Gradual release of responsibility

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher occasionally uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher frequently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher consistently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence. Students expect to be self-reliant.



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

P3 Purpose – Teaching Point: *Teaching point(s) are based on students' learning needs*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on limited aspects of students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for some groups of students.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for groups of students and individual students.

SE2 Student Engagement – Intellectual Work: *Ownership of learning*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never provides opportunities and strategies for students to take ownership of their own learning to develop, test and refine their thinking.	Teacher occasionally provides opportunities and strategies for students to take ownership of their learning. Locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support students' learning.	Teacher consistently provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support students' learning.

SE4 Student Engagement – Engagement Strategies: *Strategies that capitalize on learning needs of students*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies based on the learning needs of students – academic background, life experiences, culture and language of students.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experiences, culture and language of students – for the whole group and small groups of students.	Teacher uses strategies that capitalize and build upon learning needs of students – academic background, life experiences, culture and language of students – for the whole group, small groups of students and individual students.

CP5 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: *Differentiated instruction*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies that differentiate for individual learning strengths and needs.	Teacher occasionally uses strategies that differentiate for individual learning strengths and needs.	Teacher frequently uses strategies that differentiate for individual learning strengths and needs.	Teacher consistently uses strategies that differentiate for individual learning strengths and needs.



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

A6 Assessment for Student Learning – Adjustments: Teacher use of formative assessment data

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses formative assessment data to make instructional adjustments, give feedback to students or modify lessons.	Teacher uses formative assessment data to modify future lessons.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give general feedback aligned with the learning target.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give targeted feedback aligned with the learning target to individual students.



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

Student Growth 3.1: Establish Student Growth Goal(s)

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

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

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



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

P2 Purpose – Standards: *Connection to previous and future lessons*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The lesson is rarely or never linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in a logical progression.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in ways that enhance student learning. Students understand how the lesson relates to previous lesson.

CP1 Curriculum & Pedagogy – Curriculum: *Alignment of instructional materials and tasks*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional materials and tasks rarely or never align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks frequently align with student’s level of challenge.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks consistently align with student’s level of challenge.

CP2 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: *Discipline-specific conceptual understanding*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher occasionally uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher frequently uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.	Teacher consistently uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding.

CP3 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: *Pedagogical content knowledge*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instruction is rarely or never consistent with pedagogical content knowledge and does not support students in discipline-specific habits of thinking.	Instruction is occasionally consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is frequently consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.	Instruction is always consistent with pedagogical content knowledge and supports students in discipline-specific habits of thinking.



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

CP4 Curriculum & Pedagogy – Teaching Approaches and/or Strategies: Teacher knowledge of content

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher demonstrates a lack of knowledge of discipline-based concepts by making content errors.</p>	<p>Teacher demonstrates a basic knowledge of how discipline-based concepts relate to or build upon one another.</p>	<p>Teacher demonstrates a solid understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions in the lesson or unit.</p>	<p>Teacher demonstrates an in-depth understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions that impact conceptual understanding over time.</p>



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

CEC1 Classroom Environment & Culture – Use of Physical Environment: Arrangement of classroom

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Physical environment of the room is unsafe and the arrangement gets in the way or distracts from student learning and the purpose of the lesson.	The physical environment is safe but the arrangement neither supports nor distracts from student learning or the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson. Teacher and students use the physical arrangement for learning.

CEC2 Classroom Environment & Culture – Use of Physical Environment: Accessibility and use of materials

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The resources, materials and technology in the classroom do not relate to the content or current units studied, or are not accessible to all students to support their learning during the lesson.	The resources, materials and technology in the classroom relate to the content or current unit studied and are accessible to all students but are not referenced by teacher.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by teacher to support learning.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by both teacher and student to support learning. Students are familiar and comfortable with using the available resources.

CEC4 Classroom Environment & Culture – Classroom Routines & Rituals: Use of learning time

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher or students frequently disrupt or interrupt learning activities, which results in loss of learning time. Transitions are disorganized and result in loss of instructional time.	Teacher or students occasionally disrupt or interrupt learning activities, which results in some loss of learning time. Some transitions are disorganized and result in loss of instructional time.	Learning time is mostly maximized in service of learning. Transitions are teacher-dependent and maximize instructional time.	All available time is maximized in service of learning. Transitions are student-managed, efficient, and maximize instructional time.



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

CEC5 Classroom Environment & Culture – Classroom Routines & Rituals: Managing student behavior

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never responds to student misbehavior by following classroom routines and/or building discipline procedures. Student behavior does not change or may escalate.	Teacher responds to student misbehavior by following classroom routines and/or building discipline procedures, but with uneven student behavior results.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student misbehavior is rare.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student behavior is appropriate. Students manage themselves, assist each other in managing behavior, or there is no student misbehavior.

CEC6 Classroom Environment & Culture – Classroom Culture: Student status

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

CEC7 Classroom Environment & Culture – Classroom Culture: Norms for learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Classroom norms are not evident and/or do not address risk taking, collaboration, respect for divergent thinking or students' culture.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions occasionally align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions frequently align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and students refer to the norms and/or interactions consistently align with the norms. Students remind one another of the norms.



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

A1 Assessment for Student Learning – Assessment: Self-assessment of learning connected to the success criteria

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students are rarely or never given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students are occasionally given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students frequently assess their own learning in relation to the success criteria for the learning target.	Students consistently assess their own learning in relation to the success criteria and can determine where they are in connection to the learning target.

A2 Assessment for Student Learning – Assessment: Demonstration of learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Assessments are not aligned with the learning targets.	Assessment tasks are partially aligned with the learning targets, allowing students to demonstrate some understanding and/or skill related to the targets.	Assessment tasks are aligned with the learning targets, allowing students to demonstrate their understanding and/or skill related to the learning targets.	Assessment tasks are aligned with the learning targets and allow students to demonstrate complex understanding and/or skill related to the learning targets.

A3 Assessment for Student Learning – Assessment: Formative assessment opportunities

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never provides formative assessment opportunities during the lesson.	Teacher only provides formative assessment opportunities to determine students' understanding of directions and task.	Teacher provides formative assessment opportunities that align with the learning target(s).	Teacher provides a variety of strategies for formative assessment that align with the learning target(s).

A4 Assessment for Student Learning – Assessment: Collection systems for formative assessment data

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses an observable system and/or routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data and occasionally uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and frequently uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and consistently uses the system for instructional purposes.



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

A5 Assessment for Student Learning – Assessment: Student use of assessment data

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students rarely or never use assessment data to assess their own learning.	Students occasionally use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students frequently use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students consistently use assessment data to assess their own learning, determine learning goals and monitor progress over time.



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

Student Growth 6.1: Establish Student Growth Goal(s)

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

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

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



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

PCC3 Professional Collaboration & Communication – Communication and Collaboration: Parents and guardians

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never communicates in any manner with parents and guardians about student progress.	Teacher occasionally communicates with all parents and guardians about goals of instruction and student progress, but usually relies on only one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress and uses multiple tools to communicate in a timely and positive manner. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.

PCC4 Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress

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



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

PCC1 Professional Collaboration & Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never collaborates with peers or engages in reflective inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work.

PCC2 Professional Collaboration & Communication – Professional Learning and Collaboration: Professional and collegial relationships

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never develops or sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher may subvert professional and collegial relationships.	Teacher develops limited professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher serves as a mentor for others' growth and development.

PCC5 Professional Collaboration & Communication – Professional Responsibilities: Supports school, district, and state curriculum, policy and initiatives

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of or does not support school, district, or state initiatives. Teacher violates a district policy or rarely or never follows district curriculum/pacing guide.	Teacher supports and has a basic understanding of school, district, and state initiatives. Teacher follows district policies and curriculum/pacing guide.	Teacher supports and has solid understanding of school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate, to meet whole group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate to meet whole group and individual needs, without compromising an aligned curriculum.



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

PCC6 Professional Collaboration & Communication – Professional Responsibilities: Ethics and advocacy

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



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

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

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



1 **MEMORANDUM OF UNDERSTANDING - ADDITIONAL WORK DAYS**

2
3 The regular contract for the following positions shall have the additional number of days:

- 4
5 Elementary librarian: 3 days per elementary building
6 Elementary librarian with district responsibilities: 1 additional day
7 Elementary Counselors: Shall be granted flex time arranged between the employee and their
8 principal equal to time spent outside their contracted workday fulfilling their counselor
9 responsibilities.
10 HS Counselors: 11 days
11 MS Counselor: 8 days
12 Psychologists: Up to 10 days
13 Agricultural Science: 15 days
14 Special Education (to include SLP/OT/PT): Up to 5 days
15 Nurse: 5 days
16 Business Education: Up to 5.5 days dependent on responsibilities
17 Manufacturing: 6 days
18 Health Occupations: 1 day
19 Family and Consumer Science: 4 days
20 Elementary TOSA: 25 days

- 21
22 1. All employees shall schedule the days as best fits their professional responsibilities.
23 2. Special Education employees shall use as release days in full or half time increments unless
24 otherwise arranged with the Special Education Director.
25 3. This Memorandum of Understanding shall be reviewed by the Association and the District
26 annually during the duration of this agreement and necessary changes bargained.

27
28 GRANITE FALLS EDUCATION
29 ASSOCIATION (GFEA)

GRANITE FALLS SCHOOL DISTRICT

30
31 By: _____

By: _____

32
33 Date: _____

Date: _____

1
2 **MEMORANDUM OF UNDERSTANDING - ESSB 5940/HEALTH INSURANCE**
3

4 The District and Association agree to the following provisions in order to make a good faith effort to
5 comply with 2012 Washington Laws Ch. 3 (ESSB 5940).
6

- 7 1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of
8 the current collective bargaining agreement (CBA), all of which shall remain in full force and
9 effect. If any provision of this MOU conflicts with the current CBA, the provisions of this
10 MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this
11 Memorandum shall be subject to the grievance procedures of the current CBA.
12
- 13 2. The District shall ask an insurance broker to procure premium quotes for health benefit plans
14 that meet the responsible contracting standards of ESSB 5940 and to document the approach
15 for procuring such quotes. The quotes to be procured and plans offered shall include:
16 a. at least one qualified high-deductible health plan (HDHP) and health savings account
17 (HSA);
18 b. at least one health benefit plan in which the employee share of the premium cost of a
19 full-time employee, regardless of whether the employee chooses employee-only
20 coverage or coverage that includes dependents, does not exceed the premium cost paid
21 by state employees during the 2012 state employee benefits year; and
22 c. health plans that promote health care innovations and cost savings, and significantly
23 reduce administrative costs.

24 The quotes procured by the broker shall be reviewed and the choice of plans offered shall be as
25 agreed to by the Association and District.
26

- 27 3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress
28 toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940,
29 each employee included in the pooling arrangement within the CBA who elects medical benefit
30 coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The
31 minimum monthly charge shall be 3% of the employee-only coverage premium for the plan
32 chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact
33 of pooling.
34
- 35 4. The parties shall abide by state laws relating to school district employee benefits, and this
36 MOU shall be construed consistent with such laws.
37
- 38 5. This MOU shall be effective for the duration and effective dates of the Collective Bargaining
39 Agreement. The parties shall meet each year prior to June 1 to discuss whether to amend this
40 MOU.
41

42 GRANITE FALLS EDUCATION
43 ASSOCIATION (GFEA)

GRANITE FALLS SCHOOL DISTRICT

44
45 By: _____

By: _____

46
47 Date: _____

Date: _____