

## ARTICLE I – ADMINISTRATION

### SECTION 1. DEFINITION OF TERMS

As used in this Agreement, the following words will have the following meanings unless the context in which they are used clearly indicates another meaning:

- A. **District** shall mean the Mabton School District No. 120, Yakima County, Washington.
- B. **Board** shall mean the Board of Directors of the Mabton School District No. 120 as the governing body of the District.
- C. **Association** shall mean the Mabton Education Association affiliated with the Washington Education Association and the National Education Association.
- D. **Employee** shall mean those certificated employees for whom the Association is recognized as the duly authorized bargaining agent.
  - 1. **Regular Full Time Employee.** A regular full time employee is an employee who is employed for a full workday under a continuing individual contract and works at least one hundred eighty (180) days per year. A regular full time employee is entitled to all coverage of all the terms and conditions of this Agreement.
  - 2. **Regular Part Time Employee.** A regular part time employee works under a continuing individual contract, but works less than a full workday, or less than one hundred eighty (180) days per year. A regular part time employee is entitled to coverage of the provisions of this Agreement, except benefits shall be prorated for a part time employee as compared to a full time employee.
  - 3. **Replacement Employee.** Replacement employee shall mean an employee who replaces a regular full time or regular part time employee who has been granted a leave as provided in RCW 28A.67.900. Replacement employees shall be issued a non-continuing individual contract. Replacement employees shall be entitled to all coverage of all terms and conditions of this Agreement except Article III, Section 11A. Assignment, Vacancies, and Transfer and Article V, Section 7, Recall Benefits.
    - a. **Evaluation:** If the leave replacement employee requests an evaluation, the principal shall evaluate the employee using the short form or the form required by law. (Appendix C-3) This evaluation shall not be subject to the grievance process. This leave replacement employee shall not be placed on probation.

Employees who are not under valid contract but who are entitled to recognition as members of the bargaining unit are temporary employees who meet the definition of long-term substitutes as set forth below:

- 1. **Long Term Substitute.** A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit upon the twenty-first (21st) consecutive day of employment. The long term shall not be covered by the following provisions of the Agreement.

Article III, Section 11. Assignment, Vacancies, and Transfer

Article IV, Section 7. Pre-Probationary Period  
Article IV, Section 8. Establishment of Probationary Period  
Article IV, Section 8. Evaluation During the Probationary Period  
Article IV, Section 9. Supervisor's Post-Probationary Period

- a. **Evaluation:** If the long-term substitute requests an evaluation, the principal shall evaluate the employee as per Article IV. However, the principal shall observe the long-term substitute once prior to the evaluation. The observation and the evaluation summary shall be written on the same form. That form shall be the short form evaluation contained in the appendix of this Agreement or the form required by law. This evaluation shall not be subject to the grievance process. The long-term substitute shall not be placed on probation.
  2. **Thirty (30) Day Substitute:** A thirty (30) day substitute is a person who has been employed as a substitute for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year, and who continues to be available as a substitute teacher. Thirty (30) day substitutes shall not be covered by any of the terms and provisions of the Agreement
- E. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- F. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- G. **Contract** shall mean the individual written contract issued to each employee.
- H. **Superintendent** shall mean the chief administrator (*Superintendent/principal*) Of the District.
- I. **President** shall mean the presiding officer of the Association.
- J. **Day** shall mean school day except during summer when it shall mean weekday except holiday or unless stated otherwise.
- K. **OSPI** shall mean the Office of the State Superintendent of Public Instruction.
- L. **PERC** shall mean the Public Employment Relations Commission.
- M. **Grievant** shall mean an employee in the bargaining unit who files a grievance.

## SECTION 2. RECOGNITION

- A. The Board hereby recognizes the Association as the bargaining representative for all full-time and part-time employees under contract or on District-approved leave.
- B. Such representation shall exclude any administrator who holds only an administrative assignment, and any substitute teacher who has not taught twenty (20) consecutive days in any one assignment in the current school year.
- C. a) Employees who are hired to replace regular employees who are on District-approved leave or who serve as replacement employees for employees on District-approved leaves for a period in excess of twenty (20) continuous working days in any one assignment shall be considered as employees and shall be for the period of their actual service considered as members of the bargaining unit subject further to the provisions of this Section concerning replacement teachers; provided, however, insurance benefits will start on the twenty-first (21st) continuous workday.

- b) Replacement employees shall only be entitled to any continuing contract rights as provided by law if the District provides in writing that the replacement teacher's employment shall be extended to a permanent basis. If no such written notice is given to the replacement teacher prior to the end of the school year in which the replacement employee was hired, the replacement will be given due consideration with new job applicants seeking positions; provided that they file a written statement of such desire for the vacancy they seek to fill.
- c) The agency shop fee will be deducted starting with the twenty-first (21st) day of employment.

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

- A. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- B. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries, employee benefits, or other provisions pertaining to wages, hours, terms and conditions of employment.
- C. The responsibilities of any position in the negotiating unit will not be substantially altered or increased without prior negotiations with the Association.
- D. The effective date of this Agreement and any successor Agreement shall be the day after the termination date of the previous Agreement and all benefits included in the new Agreement, including wage or salary increases, shall accrue beginning with the effective date of any contract affected thereby.

### **SECTION 4. CONFORMITY TO LAW**

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

### **SECTION 5. DISTRIBUTION OF CONTRACT**

- A. Within a reasonable time, not to exceed 45 days, following ratification and signing of this Agreement, the Association shall distribute a printed or electronic copy to each employee. All new employees shall be provided with a copy of the Agreement by the Association upon issuance of their contracts.
- B. The format and quality of the Agreement shall be determined by mutual agreement. The final draft copy shall be approved by the Chief Negotiator for each side prior to signing the ratified agreement.

## **ARTICLE II - BUSINESS**

### **SECTION 1. EMPLOYER'S RIGHTS AND RESPONSIBILITIES**

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

### **SECTION 2. COMMUNICATIONS/FACILITIES**

- A. Interschool mail facilities, bulletin boards, and e-mail may be used for distribution of Association communications, so long as such communications are labeled as Association materials and do not constitute an unfair labor practice.
- B. a) School facilities and equipment may be used for Association business at reasonable times provided that such business shall not interfere with the normal school operations. The Association will pay for all consumable items used. The Association will provide all labor involved in the use of the equipment and facilities. Application for the use of school buildings shall be placed with the building principal.  
b) Charges for use of facilities may be made in accordance with the regular schedule of charges made to public groups when the Association uses such facilities during evenings or non-school days. The Association shall be responsible for damage resulting from their use of facilities and equipment.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The District agrees to provide the Association any information needed to assist them in processing grievances, salary schedule placement information, and analyzing budget proposals, which is public record, provided such information is not of a confidential nature.
- E. The regular Board meeting agenda will allow for an item under New Business provided the request is presented to the Superintendent four (4) days in advance of the meeting date. The District shall provide the Association with a copy of the regular Board meeting agenda and minutes of all Board meetings.

### **SECTION 3. DUES DEDUCTIONS/REPRESENTATION FEES**

- A. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association and, which dues and assessments are to be deducted in the coming school year under payroll deduction. The total for these deductions shall not be subject to change during the school year.
- B. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit promptly and directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deduction has been made.

- C. The Association agrees to reimburse the District or any teacher from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.
- D. a) Within ten (10) days of their commencement of employment, employees may sign and deliver to the District an Assignment of Wages Form (*see Appendix I*), which form shall authorize deduction of membership dues and assessments of the Association.
  - b) Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the parties, signed by the employee and received before August 31 preceding the designated school year for which revocation is to take effect. Each month during the school year the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.
- E. No employee of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
- F. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of PERC.

#### **SECTION 4. ASSOCIATION LEAVE**

- A. Substitutes shall be provided by the Association, out of a bank of twenty three (23) days per school year. No expenses shall be paid by the District for employees who are authorized and selected by the Association to be in attendance at professional conferences, meetings, symposiums and seminars. Written notification of leave shall be submitted by the President to the Superintendent ten (10) days before the leave is to take effect.
- B. The association member shall be responsible for securing a substitute in the above leave situations, subsequent to a minimum of forty-eight (48) hours notice given by the employee(s).

#### **SECTION 5. DISTRICT/ASSOCIATION COMMUNICATIONS**

The parties agree to use their best efforts to comply with the terms and conditions of this Agreement. The parties shall meet bi-monthly to discuss school issues relating to the interpretation or compliance with the Agreement. In addition, either party may request an additional meeting at any time to discuss such issues. When such a request is made the meeting shall be held within five (5) working days.

## **ARTICLE III - PERSONNEL**

### **SECTION 1. EMPLOYEE HIRING**

- A. Pursuant to current statute, the Board shall in all instances hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the SPI. All work customarily performed by the District in its own facilities, with its own employees, shall continue to be performed by the District and its employees. The District agrees that for the life of this Agreement, there shall be no outside hiring for services customarily or currently performed by employees.
- B. Non-certificated personnel shall not be assigned to perform work in the instructional setting (*classroom*) which will substitute or replace an employee in this assignment or employment. This does not preclude teacher aides from assisting the employee in providing instructional services to students.

### **SECTION 2. NON-DISCRIMINATION**

- A. There shall be no unlawful discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, gender, age, national origin, or because of their membership in employee organizations.
- B. The employees shall be entitled to full rights of citizenship, and no religious or political activities outside of the classroom or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.
- C. The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, gender, marital status or the presence of any sensory, mental or physical handicap except as required in accordance with this Agreement or as otherwise provided by law.

### **SECTION 3. EMPLOYEE CONTRACTS** (*rev. 11/07*)

- A. All contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. If any contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B.
  - a) Contracts shall be issued on or before May 15 and returned by June 15.
  - b) Any employee wishing to terminate his/her employment from the District shall be issued a release from contract until July 15.
  - c) Three (3) copies of the contract shall be given to the employee each year for signature. One copy is retained by the employee at the time of signing; two (2) copies are forwarded to the District office to be signed by the Board. One of these copies is then placed on file in the District office, and the second copy returned to the employee.
- C. Any extension of contracted days shall be computed on the basis of full per diem of that employee's contracted rate of pay.
- D. There shall be a supplemental contract for specified extracurricular and special assignments which shall not exceed one year and shall be in accordance with statutory provisions. The District shall

advise employees in writing not later than the end of the school year if the employee's supplementary employee contract is not renewed for the coming year. Such non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee.

- E. Contracts may be issued while negotiations are in progress or prior to execution by ratification of a successor contract by the parties, subject to modification pending the results of negotiations.

#### **SECTION 4. DUE PROCESS/JUST CAUSE (rev. 5/10)**

- A. No employee shall be disciplined without just and sufficient cause. Just and sufficient cause shall mean the commonly accepted seven (7) step test of arbitrator Carroll Daugherty. (*See attached Appendix F*) Any such discipline (*except the subjective judgments of the evaluator*) shall be subject to the Grievance Procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- B. An employee shall be entitled to have present a representative of his/her choice during any meeting which may result in disciplinary action. The employee and the Association will be notified prior to the meeting of the specific complaint received or rule violated. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee at least twenty four (24) hours in advance of any such meeting. When a request for such representation is made, no action shall be taken with respect to the employee until such representative is present. Further, in the event disciplinary action is to be taken, the employee shall be advised of the right to representation under this Section prior to action being taken.
- C. The District agrees to follow a policy of progressive discipline which normally includes verbal warning, reprimand, suspension, with non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
- D. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student or other person that is not promptly called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- E. No final action shall be taken upon any complaint by a parent of a student directed toward an employee prior to said complaint being discussed with the employee by the principal.

#### **SECTION 5. GRADING**

- A. All grades shall be due in the appropriate building office three (3) days following the conclusion of the respective quarter and/or trimester, with the exclusion of the final term, which will be handled at the building level. No exceptions to this practice shall be made without concurrence of the Association and the District.
- B. An effort shall be made at building level to ensure that meetings and other school events will not be scheduled during the three (3) days of grade preparation.

## **SECTION 6. EMPLOYEE RESPONSIBILITIES**

- A. Employees shall comply with all District policies, rules, regulations, and the requirements of all statutory laws and administrative codes.
- B. Employees shall be responsible for the supervision of school property and for the supervision of students under school related circumstances. This does not imply financial responsibility for equipment or property damage during the course of utilization within the school day. Nor does this imply employee liability in regard to students inflicting physical harm to themselves or others providing the employee has exercised stated procedure as stipulated in student discipline (*Article VI, Section 4*).
- C. The employee's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous or which in any way violate the civil rights of others.
- D. The employee shall care for instructional materials and equipment and shall report damage, loss, theft of equipment, furniture or fixtures to their supervisor. Said care does not imply employee repair and/or maintenance.

## **SECTION 7. PERSONNEL FILES**

- A. Employees shall upon request have the right to inspect the contents of their complete personnel file kept within the District. The employee will notify the District office twenty four (24) hours in advance and will make an appointment at a mutually agreed time to review his/her file. Upon request, a copy of any documents contained therein shall be provided to and paid for by the employee. No secret or duplicate file shall be kept anywhere in the District with the exception of the principal's working file.
- B. Anyone, at the employee's request, may be present in this review.
- C. Any derogatory material not shown to an employee within a reasonable time shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
- D. Employees shall have the opportunity to review all materials such as evaluations originating from District administrators before they are made a permanent part of their personnel file. Further, they have the right to attach their own written comments or reactions.
- E. Upon request by the employee, the Superintendent/designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.
- F. All information forming the basis for reprimand, warning, discipline, or adverse effect shall be limited to matters and events during the previous four (4) years. Such material four (4) years or older shall be expunged from the file at the employee's written request.

## **SECTION 8. TEACHER PROTECTION**

- A. The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to persons and property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in any supervisory capacity as designated by the Board or their representatives. The limit of liability provided under this policy for school employee's personal property is \$500 per employee for each claim.



- B. Any case of assault upon a teacher shall be promptly reported in writing to the District.
- C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. The Board will comply with all applicable provisions of the Washington State Industrial Safety and Health Act.
- D. Employees may use such reasonable physical force with a student as is necessary to protect him/herself, an employee, an administrator, or student from attack, physical abuse or injury, or to prevent damage to district property.
- E. The principal or supervisor will notify the District office of any threat and take immediate steps in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps will be reported to the District office at the earliest possible time. Any employee so affected may prosecute said individual(s) and applicable state law(s) and upon request to the Superintendent by the employee, the District shall give full assistance in justifiable litigation based upon the opinion of the prosecuting attorney.
- F. The District shall provide full support including legal and other assistance to employees who may be assaulted while in performance of their duties.
- G. When absence or disability arises out of or from assault, the employee shall suffer no loss in wages or other benefits set forth in this Agreement.
- H. The District shall reimburse the employee for any and all costs incurred as a result of assault including repairing or replacing personal property which may have been damaged or destroyed and for all related medical costs not covered under insurance benefits or crime victim's compensation to which employees may be entitled whether set forth in this Agreement or maintained personally.
- I. In the event that criminal or civil charges are brought against employees in connection with an assault, the District shall, at the employee's option, either provide legal counsel to act in the employee's defense or shall reimburse the employees for legal fees incurred in securing their own defense, to the limit of the District's liability insurance coverage.

**SECTION 9. INCLEMENT WEATHER/EMERGENCY BUILDING CLOSURE**

- A. When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work.
- B. When schools are closed early because of emergency, employees in the bargaining unit shall be permitted to leave immediately after buses depart or if dismissed by principal.
- C. When schools are opened late, employees shall not be required to arrive more than one-half (1/2) hour prior to the re-scheduled start of school--except for two (2) employees per building who will be assigned to arrive thirty (30) minutes prior to the normal start of school. Such employees shall be selected on a rotating basis.

Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages as a result of such work rules and will not be required to make up lost days because buildings are closed due to construction related problems. Employees shall work the total number of contracted days.

## SECTION 10. DISPENSING OF MEDICINE

No employee shall be required to dispense or administer medication unless qualified and legally authorized to do so.

## SECTION 11. ASSIGNMENT, VACANCIES, AND TRANSFER

### A. Definitions:

- a) **Assignment** shall mean the initial classroom/grade placement made for each employee.
- b) **Transfer** shall mean a change in classroom/grade placement of an employee.
- c) **Vacancy** shall mean the situation in which an existing or a newly established position encompassing bargaining unit work requires the placement of a qualified employee.

B. To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of the reduction in force procedures require otherwise.

C. In the event of a special levy election, employees shall be notified of any anticipated changes in writing as soon as feasible, but not later than May 15, concerning any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments.

D. When program changes are based on non-financial reasons, employees shall be notified of such changes prior to the end of the year preceding those changes.

E. a) The District shall publicize all vacancies and newly created positions including summer school and extracurricular positions by sending a notice to the President and by posting a written notice in the office of each school as soon as such vacancies are known. This notice shall clearly contain the qualifications for the position and the procedures for applying for the position. All vacancies or new positions shall be filled on the basis of qualifications for the position.

b) The District will notify, in writing, employees (*including employees on leave or on lay-off*) of any new, temporary, added or modified regular or extra-duty position.

c) Any employee desiring a transfer or reassignment shall complete a request form (*see Appendix E*) by February 15 which will be given thorough and serious consideration in filling the position in question. If refused, the employee will be notified in writing and may schedule a personal conference with the building principal to review the reasons why the employee was not selected. In any case, the employee's request form will be kept on file by the District at least two (2) years following his/her application date in case a similar vacancy occurs again.

d) During the summer notices of any vacancies will be sent to employees who have a request on file and have left their summer addresses with the District.

F. a) An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each involuntary transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District. Prior to any involuntary transfer the District will attempt to find employees willing to

- transfer. If no such employee(s) is found, then the Superintendent/designee shall notify the affected employee(s) and the Association in writing, of the reasons for any involuntary transfer prior to public notice and before the change is to become effective.
- b) The Superintendent shall notify the affected employees in writing of the reasons for such involuntary transfer before the change is to become effective.
  - c) Ten (10) school days written notice will be given to the employee who is to be involuntary transferred.
  - d) Employees who are involuntarily transferred will be given consideration on returning the following year to the assignment from which they have been transferred if openings for which they are qualified become available.
  - e) Two(2) days with pay but without students will be given the affected teacher in order to complete the move and become oriented to the new assignment. Every effort will be made to transfer or reassign the teacher(s) at the end of the year when custodial help is available and students are not in class.
  - f) Employees who are involuntarily transferred may meet with the principal at the discretion of the employee to discuss needs, impacts, and possible remedies.

#### G. Involuntary Room Change/Displacement

In the event of an involuntary room change or displacement of an employee from his/her current room initiated by the District, two (2) days of pay at the employee's per diem rate shall be given the affected employee to complete the move to the new room.

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

### **SECTION 1. PURPOSE**

- A. The primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation should be a positive, developmental, and continuous process. An important assumption in evaluation is that employees desire to change and grow in effectiveness as professionals.
- B. Employees and certificated support personnel shall be evaluated during each school year in accordance with the procedures and criteria set forth in this procedure.

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provide support for professional growth through the systematic assessment of employee performance.

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

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050.

### **EVALUATOR QUALIFICATIONS:**

All assigned evaluators shall have been trained in the evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices. Upon request, the District shall provide the Association, within five (5) days of such request, with the dates and of the training that each evaluator has completed, No teacher shall be evaluated by an evaluator who has not received training in observation and, evaluation, In addition, no teacher shall be evaluated by an evaluator who has not received training, in-district or out of district, on the appropriate forms for each process, and the use of the specific instructional framework and rubrics contained in this Agreement and any relevant state requirements.

## **SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES**

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

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

This employee group includes specifically those certificated staff with an assigned group of students for whom they regularly provide academically focused instruction and/or grades. Employees who are substitute teachers and/or who are hired to replace certificated employees on approved leave pursuant to RCW 28A.405.900 shall not be considered classroom teachers subject to the Classroom Teacher Evaluation Process. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3. Refer to the Transition Plan in the Memorandum of Agreement (attached) for applicability.

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

This employee group includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, Counselors), Nurses, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of classroom teacher. The evaluation process for Non- Classroom Teachers is delineated in Section 4. The process also applies to those classroom teachers who have not transitioned to the new teacher evaluation process under Section 3. This evaluation process is delineated in Section 4. Refer to the Transition Plan in the Memorandum of Agreement (attached) for applicability.

## **SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS**

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction as specified in Section 2 above.

### **1. PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article IV, Section 3 each teacher shall receive professional development to comprehend the framework and understand the evaluation process. A minimum of eight (8) hours of professional development shall be provided during scheduled workdays and/or District-directed optional days to each classroom teacher employee annually for this purpose. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose, provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

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

## 2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

### A. Definitions

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

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

**3. Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator may assist the teacher by providing support and resources.

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

**5. Evidence** shall mean a type of evidence which includes examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.

**6. Not Satisfactory** shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

**7. Student Growth Data** shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher and shared with the evaluator in a mutual collaborative process. Assessments used to demonstrate growth must originate at the classroom level, be initiated by the classroom teacher and, with the exception of intervention data, be grade level content standards aligned. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

**B. State Evaluation Criteria:**

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

**C. Instructional Framework**

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson for Washington State Criteria. The adopted instructional framework is included in Appendix C-5.

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

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

**D. Criterion Performance Scoring**

1. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
2. Each rating will be assigned the following numeric values:
  - a. Unsatisfactory – 1
  - b. Basic – 2
  - c. Proficient – 3
  - d. Distinguished – 4
3. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix C-9.

**E. Summative Performance Rating**

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

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

## **F. Student Growth Criterion Score**

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  1. 5-12—Low
  2. 13-17—Average
  3. 18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress and, with the exception of intervention data, be grade level content standards aligned.. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers unless submitted as artifacts/evidence by the teacher.
3. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a low student growth rating, within two months of receiving the low student growth score or at the beginning of the following school year it will trigger a student growth inquiry. The teacher and evaluator will mutually agree to initiate one of the following:
  1. Examine student growth data in conjunction with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
  3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  4. Create and implement a professional development plan to address student growth areas.

## **3. PROCEDURAL COMPONENTS OF EVALUATION**

### **A. Notification**

The teacher will be notified by September 15<sup>th</sup> each year ,or within fifteen (15) school days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation. If an assigned evaluator is unable to complete evaluations, the Superintendent shall contact the Association President to determine the assignment of an alternate evaluator.

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

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on the Teacher Evaluation Goal Setting form (Appendix C-6). The goal for SG-6.1 and SG-8.1 may be the same goal



### **C. Artifacts and Evidence:**

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

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

All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, and above forms, shall be moved to the teacher's personnel file at the end of the school year.

### **E. Electronic Monitoring**

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class.

### **F. Alternative Evaluator**

On request, teachers shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1<sup>st</sup>.

## **4. COMPREHENSIVE EVALUATION PROCESS**

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

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

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The conference may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The teacher will complete the Pre-Observation Conference Form (Appendix C-7) prior to the conference. The purpose of the pre-observation conference is to discuss the employee's goals, mutually establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. Refer to the Teacher Evaluation Goal Setting form (Appendix C-6).

### **B. 1<sup>st</sup> Formal Observation:**

1. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety

- minutes; the third observation shall follow the process at outlined herein. Any formal observation shall not be less than 30 minutes in length.
2. The observation will occur no later than ten (10) days after the pre-observation meeting.
  3. Observations will not take place on late start days due to inclement weather, the day before winter or spring break, on the day following an absence of two (2) or more days of the employee, unless otherwise agreed to by the employee.
  4. The evaluator will document all formal observations using the negotiated form (Appendix C-7) and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C, below.
  5. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form (Appendix C-7) prior to the post-observation conference, and be used to determine the final evaluation score.

#### **C. 1<sup>st</sup> Post-Observation Conference**

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date. The conference may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance based on the evaluation rubric (Appendix C-5). The teacher and evaluator will use the Observation Report Form (Appendix C-9) and may use the Post-Observation Conference Tool (Appendix C-8) for discussion at the conference. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix C-9)
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria documented in the observation report and provide specific written solutions to remedy the concern including matters such as the professional activities to be observed, their content, objectives, strategies and possible observable evidence to meet the scoring criteria.
4. The teacher may attach written comments to the observation report.

#### **D. 2<sup>nd</sup> Formal Observation**

1. The second formal observation will occur no sooner than two (2) weeks for third year provisional employees or three (3) weeks for all others after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The teacher and evaluator will mutually agree to three reasonable observation times. If an unforeseen conflict arises, the teacher will submit three additional times, as needed, until the observation is completed.
2. Observations will not take place on late start days due to inclement weather, the day before winter or spring break, on the day following an absence of two (2) or more days of the employee, unless otherwise agreed to by the employee.

3. The evaluator will document all formal observations using the negotiated form (Appendix C-9) and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in E.,below.
4. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form (Appendix C-9) prior to the post-observation conference, and be used to determine the final evaluation score. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date.
5. The final formal observation shall occur prior to May 15<sup>th</sup>.

**E. 2<sup>nd</sup> Post-Observation Conference**

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date. The conference may be held in the teacher's classroom to facilitate the documentation of artifacts and evidence.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance-based on the evaluation rubric (Appendix C-5). The teacher and evaluator will use the Observation Report Form (Appendix C-9) and may use the Post-Observation Conference Tool (Appendix C-8) for discussion at the conference.  
The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix C-9)
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria documented in the observation report and provide specific written solutions to remedy the concern including matters such as the professional activities to be observed, their content, objectives, strategies and possible observable evidence to meet the scoring criteria.
4. The teacher may attach written comments to the observation report.
5. The teacher may request additional formal observations.

**F. Informal Observations/ Coaching and Support of Professional Growth**

1. Informal observations may be used for the purpose of gathering artifacts and evidence for Criterion 7 and 8 only. The evaluator shall document artifacts/evidence on the Proof of Artifacts and Evidence Documentation Form (Appendix C-11) and provide a copy to the employee within five (5) days of the informal observation.
2. In addition to (1) above, the evaluator is encouraged to regularly engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for employee evaluations.

**G. Final Summative Evaluation Conference**

1. No later than May 15<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The conference location may be mutually agreed upon by the evaluator and employee to facilitate the documentation of artifacts and evidence. The final summative score, including the student growth score, must be determined by an analysis of evidence. This

- analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
  3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
  4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from at least two (2) artifacts.
  5. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted any one of the following:
    1. An additional formal observation by June 1<sup>st</sup>;
    2. An alternative evaluator scoring of evidence;
    3. Assignment of a new evaluator for the ensuing school year.
  6. Nothing prohibits an evaluator from evaluating all teachers as Distinguished -4 within a school year.
  7. The teacher will sign two (2) copies of the Final Summative Evaluation Report (Appendix C-7). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

## **5. FOCUSED EVALUATION**

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

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation (Appendix C-10). The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation unless a score below proficient is given on a Focused Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns during the classroom observations.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.

- D. Observations and conferences for the focused evaluation shall follow the process set forth in Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
- E. The score received on the selected criterion is the score assigned as the final summative score.
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

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

- A. The Association President will be notified when any teacher is judged below Proficient -3 on their annual evaluation, within five (5) school days.
- B. When a teacher is judged below Proficient, one or more of the following conditions and provisions shall be granted, by mutual agreement of the principal and employee. The employee shall have the right to consult with the Association on the condition and provisions provided to the employee to support their professional development in the ensuing school year:
  - 1. The teacher's class size will not exceed the limits established in this Agreement;
  - 2. The teacher shall be granted district funded release time to observe colleagues' instruction;
  - 3. The teacher shall be granted an additional/different certificated employee evaluator;
  - 4. The teacher will be assigned only one (1) work location, i.e., one classroom;
  - 5. A mentor will be assigned;
  - 6. The teacher may choose to transfer to another school;
  - 7. The teacher may choose to participate in a voluntary structured support plan;
  - 8. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
  - 9. Any of these support activities shall be compensated at the employee's project rate of pay for any time that occurs outside the normal work day /year.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1<sup>st</sup> First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

## **7. PROVISIONAL EMPLOYEES**

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished may be granted continuing contract status for the subsequent school year.
- B. When there is concern about progress of a provisional employee as documented on an observation report form, the evaluator shall schedule a meeting with the provisional employee and an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time, there will be developed a plan for professional growth and coaching whereby the employee will be assisted in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

## 8. PROBATION

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

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 4.4 above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
  - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is Unsatisfactory -1. Before being placed on probation, the Association President and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
  - 1. Specific areas of performance deficiencies identified from the instructional framework;
  - 2. A suggested specific and reasonable plan for improvement.
  - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place.

G. Evaluation During the Probationary Period

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

H. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.

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

J. Evaluator's Post-Probation Report

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

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

K. Action by the Superintendent:

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

- L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- M. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed upon the request by the teacher:
  1. Final Evaluation
  2. Notice of Probation
  3. Notice of Removal from Probation and/or Notice of Superintendent Action

**9. NON-RENEWAL (DISCHARGE)**

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

**10. PROBABLE CAUSE**

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

**11. EVALUATION RESULTS**

A. Evaluation results shall be used:

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

B. Evaluation results shall not be:

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

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

This employee group includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, Counselors), Contract Learning, Nurses, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. The process also applies to those classroom teachers who have not transitioned to the new teacher evaluation process under Section 6.



## **1. RESPONSIBILITY FOR EVALUATION**

- A. Within each school the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
- B. The employee shall be notified by September 15, or within the first 15 days of the school year, whichever is later, who the evaluator will be. If an assigned evaluator is unable to complete evaluations, the Superintendent shall contact the Association President to determine the assignment of an alternate evaluator.
- C. The administrative organization plan of the District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school.

## **2. EVALUATION CRITERIA**

All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement. (*see Appendix C-1 through C-4*)

## **3. EVALUATIONS**

### **Required:**

- a) All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment.
- b) All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than May 15 of the year in which the evaluation takes place.
- c) Employees in a school building shall be evaluated in the following order:
  - 1) Employees new to the District;
  - 2) Employees not new to the District.
- d) If an employee is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made at the time of such transfer.
- e) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date. If the evaluator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

## **4. OBSERVATION** (*rev. 11/07*)

- A. During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes; the third observation shall follow the process outlined herein. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required. An employee's first observation each year shall occur within the first 90 school days.

- B. The District agrees not to record electronically any employees' verbal communication in the classroom without their prior knowledge.
- C. Follow Observation Report Form in Appendix C-4.

## **5. EVALUATION PROCEDURES**

- A. Following each observation the evaluator shall promptly document the results thereof using the appropriate observation report form. The employee shall be provided with a copy of the observation report within three (3) days after such observation has taken place.
- B. Following each series of observations which make up the evaluation the evaluator shall promptly document the results thereof using the appropriate evaluation report form. The employee shall be provided with a copy of the evaluation report within three (3) days after the final observation report has taken place.
- C. The employee shall sign the District's copy of the evaluation report (Appendix C-3) to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the observation/evaluation report. The employee has a right to attach a written rebuttal.
- D. Each evaluation report required under Section 5 shall be promptly forwarded to the District office for filing in the employee's personnel file. Additional evaluation reports shall not be filed in the employee's personnel file unless either the evaluator or the employee elects to the contrary.
- E. Following the completion of each evaluation report required under "Required Evaluations" above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report, at a time arranged between the parties.

## **6. PRE-PROBATION**

- A. In the event that an evaluator determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. No employee, however, shall be recommended for probation unless and until one complete evaluation has taken place. The report shall include the following:
  - a) The evaluation report prepared pursuant to the provisions of 4.A. above.
  - b) A recommended specific program designed to assist the employee in improving his/her performance.
  - c) Any written comments by the employee.
- B. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
  - a) Specific areas of performance deficiencies.
  - b) A suggested specific and reasonable program for improvement.

- c) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- d) A statement indicating areas of assistance to be provided by the District.

## **7. PROBATION**

- A. At or by ten (10) days of the delivery of a probation letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- B. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 6 A, B, and C above shall apply to the documentation of evaluation reports during the probationary period.
- C. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this letter, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
- D. Beginning with the probationary period, an employee will have an Association representative present during conferences held pursuant to this Section.

## **8. POST PROBATION**

- A. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:
  - a) That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - b) That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - c) That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.
- B. Following a review of all reports submitted pursuant to paragraph A. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- C. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent may make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to applicable law.

## **ARTICLE V - LAYOFF AND RECALL**

### **SECTION 1. LAYOFF**

- A. Prior to April 30 or as soon as feasible after the state budget is approved, the Board, upon the recommendation of the Superintendent, shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year.
- B. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a reduced program which takes into consideration the guidelines set forth in the RIF Procedures.
- C. These procedures shall also be applied to identify those employees who will be retained to implement such reduced program and those employees, if any, who must be non-renewed from employment. All such non-renewals shall be accomplished in accordance with RCW 28A.405.210.

### **SECTION 2. PROGRAMS, SERVICES AND STAFF RETENTION/ REDUCTION**

- A. If the educational program and services of the District must be reduced because of lack of financial resources, the following guidelines shall be taken into consideration by the Superintendent and his/her staff in determining the program and services to be retained, reduced or eliminated:
  - a) The funds available for the implementation of the educational program or services.
  - b) The effect upon the student in the classroom is of the highest priority; therefore, the programs to be retained shall attempt to minimize the consequences of program reductions upon students.
  - c) The severance of employees will be minimized to the extent practicable.
  - d) Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (*e.g., Special Education, Vocational Education, federally supported programs, etc.*).
- B. In making recommendations for programs and services to be retained, the Superintendent will solicit and refer to the Board the considered professional judgment of the Association.
- C. The District will make available to the Association, upon request, available financial data pertaining to the District's financial condition for the following school year. In determining the financial resources available, the District shall attempt to:
  - a) Estimate the funding from local, state and federal sources; and
  - b) Maintain cash reserves and cash balances at levels consistent with sound business practices.

### **SECTION 3. LAYOFF PROCEDURES**

- A. In the event of the reduction of programs and services for financial reasons, the Superintendent shall:

- a) Ascertain to the extent possible the number of bargaining unit positions which will be available for the following school year by reason of normal attrition (*e.g., retirement, resignation, etc.*), or by reason of leaves of absence under Section 4 below, and shall take such vacancies into consideration in determining the necessity for the non-renewal of employees.
  - b) Determine and recommend to the Board the number of employees in the categories and specialties identified in B below, which are required to implement the District's reduced educational program and services.
  - c) Notify the Association not later than April 30 of anticipated layoffs.
  - d) Prior to May 15 of the year immediately preceding the school year in which any reduced educational program will take effect, identify and submit to the Board for approval and action under RCW 28A.405.210 the names of any employees to be non-renewed under the District's reduced program and services.
  - e) Provide written notification of non-renewal to all affected employees on or before May 15.
- B. To ensure that employees recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate as may be required for the position(s) under consideration. Employees will be grouped District-wide according to Washington state seniority.
- C. Employees will be recommended for available positions consistent with law regarding affirmative action and on the basis of accumulated Washington state seniority (*years of experience*). If ties exist, the employee(s) with the most seniority in the District will have preference. In the event ties still exist, the preferences will be given to the employee(s) with the greatest number of credits and clock hours beyond the BA as recorded at the District office as of April 30 of the year preceding the anticipated reduction. In order to qualify for a position, the employee must hold the required certificate and, if a specialized area is to be taught, a major or minor/endorsement in that specialty.

#### **SECTION 4. SPECIAL LEAVES**

Any employee receiving written notice of contract non-renewal pursuant to the provisions of this Article shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten (10) days following the receipt of the non-renewal notice. Employees electing to take a "special leave of absence" shall be placed in the employee pool established under Section 5 hereof, and shall be considered for re-employment according to seniority, together with other personnel in the employment pool. The personnel file of any person taking a "special leave of absence" shall be amended to reflect that status and all references to the non-renewal of such employee's contract shall be removed from his/her personnel file.

#### **SECTION 5. LAYOFF POOL**

All employees who are not recommended for retention in accordance with this Article shall be placed in the layoff pool for a period of up to two (2) years.

#### **SECTION 6. RECALL**

Layoff pool employees will be given the opportunity to fill open positions under Section 3.C above. If more than one (1) such employee is qualified for an open position, the criteria set forth in Section 3.C above shall be applied to determine who shall be offered such position.

- a) When a vacancy occurs for which any employee in the employment pool qualifies, notification from the District to such employee will be by certified or registered mail. Such employee will have five (5) days from receipt of the letter to accept the position.
- b) If an employee in the layoff pool fails to accept a position for which he/she is eligible, pursuant to this policy, such individual will be dropped from the employment pool.

**SECTION 7. RECALL BENEFITS**

- A. The District shall utilize layoff pool employees as substitutes on a first priority seniority basis.
- B. A laid-off employee shall upon application, and at his/her option, be granted preference on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental, vision, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the District in accordance with provider's rules.
- C. Except in the case of a layoff, the District agrees not to seek and employ part-time employees for the purpose of reducing the number of full-time regular employees.

## ARTICLE VI - INSTRUCTION

### SECTION 1. CONTROVERSIAL TOPICS

- A. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students.
- B. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.
- C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.
- D. If an issue becomes a public concern, the administration may call a conference between administration and employees to determine a resolution of the problem. Final decision on such resolution shall rest with the administration.

### SECTION 2. EMPLOYEE WORK LOAD

- A. The parties agree that a reasonable pupil-teacher ratio is important for effective teaching. The District agrees to diligently monitor all class sizes (with primary emphasis on grades K-4), and as additional funds become available, adjust class sizes in a fiscally responsible manner.
- B. The District will make every effort to balance classes within the same grade and content area as equitably as possible (including gender). If members have questions regarding class size or class configuration, they may request an explanation from their building principal. If they are not satisfied with the explanation given, they may request a meeting with the Superintendent or assistant superintendent to discuss their concerns.
- C. The parties recognize that the defined pupil-employee ratio is desirable for effective teaching and learning. The District will make every effort to maintain uniform class size by grade level K-12.

GRADE	MAXIMUM
Preschool	20 per class
K-1	24
2-3	25
4-5	29
6	29
7-12	174 students/day, with no individual class period exceeding 31

For the kindergarten through elementary grades, no music, reading, or other specialists, shall be counted in determining the teacher/pupil classroom ratio. Library media specialists, counselors, or any other school personnel who do not maintain a regular classroom shall not be counted in the teacher/pupil classroom ratio determination.

The maximum limit may not apply in traditionally large classes such as band, choir, physical education, vocational and in team-teaching situations. However, at no time shall employees teaching any of these classes be assigned to teach more than one class concurrently except in special circumstances where field trips, State testing, etc. creates situations of low class sizes needing combined coverage. Federal and state staffing guidelines for special education, family-consumer science, laboratories, vocational classes and other federally funded programs shall be implemented, where applicable.

When or if overloads occur, the teacher shall be compensated at a rate of six dollars and fifty cents (\$6.50) per active student per day for (K -6) over the maximum. For grades 7-12, the teacher will be compensated at a rate of six dollars and fifty cents (\$6.50) per active student per day if a teacher's daily load exceeds 174 students per day, or, if an individual (7-12) class period exceeds the maximum individual class enrollment, overload compensation will be paid at a rate of three dollars (\$3.00) per student per class period per day. Weekly advisory periods scheduled one per week for grades 7-12 will not factor into the class size ratio of 174 students per day for grades 7-12. A student is considered active beginning his/her first day of attendance. A student becomes inactive upon the first day of his/her official withdrawal.

Payments for overloads shall not be effective-until September 15<sup>th</sup>. Employees eligible for overload compensation shall complete the overload form (to be mutually agreed to between the District and the Association and attached as an Appendix) at the end of each month. This form will be signed by the employee and the Principal and submitted to payroll. Monthly payment for teachers will be prorated on the actual number of days of overload for that month.

### **SECTION 3. PREPARATION TIME**

- A. Building level preparation time will be determined by each individual teacher.
- B. Building level preparation time shall be as follows:
  - 1. Elementary Teachers: Two hundred fifty (250) minutes weekly in no more than two (2) blocks of time per day. The elementary plan period may be broken into more than two (2) periods if agreed to by both the District and association.
  - 2. Junior-Senior High School Teachers: Two hundred fifty (250) minutes weekly. If schedule changes, this will be revisited by both parties.
- C. Employees shall not leave the buildings to which they are assigned during class or preparation periods without the consent of the building principal.
- D. Employees who are requested by the building principal or designee to perform a specified activity resulting in loss of prep time or to cover another teacher's class (*while the teacher is on approved leave*) during his/her preparation period shall be compensated for the actual number of minutes the employee lost from their preparation period, to be documented on the building substitute time sheet and paid monthly at the Supplemental Pay Rate (Appendix B).

As an option, an employee may choose to accumulate class coverage and shall be granted an additional personal leave day. Employee shall follow mutually agreed upon procedures for documentation of said accumulated class coverage.



- E. Regulatory provisions relating to RCW 28A.305.130(6) and 28A.600.010—School day as related to the teacher: shall be duly complied with by the District. The 30 minutes before the opening of school and the 30 minutes after the closing of the school in the afternoon shall be directed to enhance the educational program for all students, to meet academic goals and school improvement targets.
- F. At the elementary school, employees who do not have a prep period in the morning will have bathroom break in the morning. Employees who do not have a prep period in the afternoon will have a bathroom break in the afternoon.

#### **SECTION 4. STUDENT DISCIPLINE**

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District, in compliance with board policies. Discipline shall be enforced fairly and consistently regardless of race, creed, gender or status. Such discipline shall be consistent with applicable federal and state laws.
- B. The District shall support and uphold employees in their efforts to maintain discipline in the District, and shall give prompt response to all employees' requests regarding discipline problems. Further, the authority of employees to use legal disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and not inconsistent with federal and state law or regulations.
- C. Long-Term Suspension (*ten (10) days or more*). Before re-admittance to class, there may be, at the option of the teacher, a conference between the student, parent or guardian, principal and the employee specifying the future behavior expectations of the student.
- D. a) Short-Term Suspension (*nine (9) days or fewer*). Employees shall have the authority to exclude a disruptive student from the classroom for the balance of the class and/or activity. The student may not be returned to the classroom during that class or activity period or equivalent without the approval of the employee.
  - b) Prior to the student being re-admitted to class, the employee will be informed in writing by a building principal of the resolution of the problem. Principals will meet with the building employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards. The Board will implement a policy consistent with state and federal laws and regulations that includes a provision to exclude a disruptive student in excess of one day.
  - c) Certificated employees will be notified in an appropriate manner of students who are known to have exhibited serious assaultive behavior prior to their admittance to their classrooms, without revealing specific information regarding criminal histories or specifically protected private information. This information will be treated as strictly confidential. Non-resident students expelled from other school districts for possession of weapons may not be admitted to the Mabton School District during the same academic year, unless a court order mandates such admission to this district during the same academic year.

## **SECTION 5. EMPLOYEE FACILITIES**

A. Each building principal, in collaboration with the school improvement team, will insure that facilities, equipment, and supplies are on hand and in satisfactory working condition, such that:

- a) space in each classroom to store instructional materials and supplies;
- b) multiple work areas containing equipment and supplies to aid in the preparation of instructional materials;
- c) a furnished faculty lounge separate from any work area;
- d) an employee's desk and chair and a filing cabinet in each classroom;
- e) a communication system between classrooms and the main office;
- f) well-lighted and clean restrooms, separate for each sex and separate from student rest rooms.
- g) technology appropriate to teaching and learning.

B. In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area, and outside door of their assigned building.

## **SECTION 6. STUDENT-RELATED/NON-CLASSROOM DUTIES** *(rev. 11/07)*

Employees may be requested to perform student-related/non-classroom duties. Such requests shall be equalized throughout the building with no one employee assuming the preponderance of such duties.

## **SECTION 7. SUBSTITUTES** *(rev. 10/11)*

The District shall make reasonable attempts to hire substitutes for absent teachers. In cases of emergency or when a substitute cannot be obtained, the District may ask employees to cover classes during their preparation time. In such cases employees who are required to give up their preparation period shall be compensated at the Supplemental Pay Rate (Appendix B). As an option, an employee may choose to accumulate class coverage and shall be granted an additional personal leave day as stipulated in Section 3D above.

## **SECTION 8. SCHOOL IMPROVEMENT TEAMS***(rev. 10/11)*

A. School Improvement Teams

- a) One (1) member of each building site will be appointed by the Association.
- b) Employees shall be paid at a rate of the Supplemental Pay Rate (Appendix B) for all the assigned time spent working on site council outside of the contracted day.

## **SECTION 9. ASB CARD/SUPERVISOR-SERVICE TICKET**

Employees have the option either to purchase the ASB Card from the Associated Student Body or to request a Supervisor-Service Sports Ticket in exchange for supervisory services from the employee.

## **ARTICLE VII - LEAVES**

### **SECTION 1. SICK LEAVE**

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine or other disability. Each employee's portion of unused sick leave allowance shall accumulate to a maximum of one hundred eighty (180) days or length of contract, whichever is greater.
- B. Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation covering, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed the employee's normal salary.
- C. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one-half day unless other teachers agree to cover without compensation. Such agreement may not exceed two (2) hours.
  - a) When an employee will be absent from work due to illness, he/she shall give notice by entering the absence into the District electronic leave system, In the event of an emergency, the employee may notify the principal, or the person designated by the Superintendent to receive such notice, not later than 7 a.m. of the first day of illness. If the absence is for consecutive days, the District shall be notified of probable date of return.
  - b) At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their accumulated sick leave days within that time period should the individual so request.
  - c) In the event of the birth of a child of the employee's spouse, sick leave will be allowed for one (1) calendar month.
  - d) An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity, or other disability may upon request be granted an extended leave of absence. An employee who has been granted leave may return to service during the period of leave after giving ten (10) days written notice to the Superintendent and with the written permission of his/her personal physician.

### **SECTION 2. SICK LEAVE SHARING**

#### **A. Donation of Sick Leave**

- 1. An employee with more than twenty-two (22) days of accumulated sick leave may request to donate a specified amount of sick leave for use by another eligible employee authorized to receive such sick leave benefits. The employee donating the leave must have an accrued sick leave balance of more than twenty-two (22) days in order to donate sick leave to another employee. An employee eligible to make such donation of sick leave may request that the District transfer a specified amount of leave to any designated employee authorized to receive such leave in the Mabton School District. Sick leave shall be donated and received in half day increments within the bargaining unit.

Sick leave shall be donated in half day, but received in hourly increments outside of the bargaining unit. An employee may not donate sick leave days that would result in a reduction of the employee's balance below twenty-two (22) days. Only sick leave may be donated pursuant to this Section.

2. The value of the leave transferred to another designated employee in any WEA affiliated bargaining unit in the Mabton School District, which remains unused shall be returned at its original value to the employee or employees who transferred the leave when the District finds the leave is no longer needed by the designated employee.
3. Donated sick leave shall be listed by the donating employee. An employee desiring to donate leave shall provide the District Office with a written request setting forth the specific number of days donated. This written request shall be time and date stamped by the District and listed. The first leave donated shall be the first leave transferred to an eligible employee. Unused leave donated and designated to a specific employee shall be returned to the donating employee as noted above.

Donation of sick leave shall be subtracted from the donating employee's accumulated sick leave first, prior to reducing the donating employee's current year sick leave benefit. Yearly cash out pursuant to the Agreement shall not be affected by a donation of sick leave below twenty-two (22) days, in which case the donating employee's current year benefit would be reduced day-for-day by the donation.

#### B. Receipt of Leave

1. In order for an employee to be eligible to receive donated sick leave benefits, the employee must be a district employee and must be suffering from an extraordinary or severe illness, injury, impairment, physical or mental condition, has been called to uniformed service or emergency volunteer service, or is a victim of domestic violence, sexual assault or stalking which has caused or, is likely to cause that employee to take leave without pay or terminate employment with the District.
2. The receiving employee must have depleted all of the employees sick leave, personal leave, and, where warranted, vacation balance.
3. The receiving employee may not receive more than five hundred and twenty two (522) days of donated sick leave. However, the District may authorize the receipt of leave in excess of five hundred and twenty two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave, personal leave, and vacation balance.

#### C. Use of Donated Leave

1. The employee receiving donated sick leave may use that sick leave only in the manner as if the leave had originally been the employee's sick leave. Donated sick leave may not be used for any purpose other than purposes for which sick leave may be used by an employee pursuant to this Section of the Collective Bargaining Agreement.
2. Requests for donated sick leave shall be made to the Association in writing. The Association shall forward the request to the District for approval. The District shall review the request and approve or deny said request within five (5) school days of receipt.

3. Temporary employees and substitute employees are not eligible for receipt of donated sick leave.

### **SECTION 3. SICK LEAVE CASHOUT**

The District shall establish an attendance incentive program for all employees in the following manner;

- A. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation for the employee for each four (4) full days of accrued leave for illness or injury: provided that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month
- B. At the time of separation from District employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. Employees with 180 days of sick leave will vote annually to either cash out excess sick leave days or have them added to their VEBA accounts at the rate provided in WAC.
- C. Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.
- D. The OSPI in its administration hereof shall promulgate uniform rules and regulations to carry out the purposes of this section.
- E. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

### **SECTION 4. EMERGENCY LEAVE**

Emergencies are defined as situations which cannot be dealt with outside of working hours which are suddenly precipitated or unplanned or where preplanning could not relieve the necessity for the employee's absence and which requires the employee to absent him/herself from his/her duties. Emergencies are not defined as injury or sickness to the employee. Emergency leave is to be deducted from sick leave.

### **SECTION 5. FAMILY ILLNESS LEAVE**

Upon request leave shall be granted when necessary for a serious illness in the employee's immediate family. Immediate family shall be understood to include spouse, children, sibling, and parents or other dependents living in the home. The Superintendent, at his/her discretion, may request such verification of family illness as he/she deems advisable. This leave is deductible from sick leave.

### **SECTION 6. PERSONAL LEAVE**

- A. Employees shall be granted three (3) personal leave days per year. Such leave shall accumulate to a total of five (5) days. Such leave shall not require explanation except to state that leave is being taken under this Section.

- a) Any employee who has an accumulation of more than two (2) personal leave days at the end of the school year will receive one hundred twenty dollars (\$120.00) per unused excess day.
- B. Notification shall be given to the immediate supervisor in advance except where precluded by an emergency situation.

### **SECTION 7. MATERNITY LEAVE**

- A. Maternity leave shall be allowed pregnant employees for the purpose of childbirth provided that:
  - a) The employee notifies the District by written notice at least 30 days prior to the commencement of the leave, which notice shall state the expected date of return to employment.
  - b) The leave shall be deducted from accumulated sick leave up to thirty (30) days except as provided in (e) below.
  - c) Such leave shall be granted for not more than one (1) year in length as requested by the employee.
  - d) The employee shall notify the District at least ten (10) days prior to her return to employment.
  - e) Leave for maternity will be deducted from accumulated sick leave to the limit of the accumulated leave when her physician certifies that actual disability is caused by pregnancy, miscarriage, abortion, childbirth and recovery, and if the employee works up to the date her physician certifies is the beginning of her disability.
- B. The employee may retain her insurance coverage by remitting the required monthly premium to the District if the insurance carrier permits.

### **SECTION 8. ADOPTION LEAVE**

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Sick leave shall be granted for one (1) calendar month from the date of adoption. Additional adoption leave shall be granted without pay for a period not to exceed one (1) year. An employee returning from adoption leave shall be placed in the same position held upon application for leave.

### **SECTION 9. SABBATICAL LEAVE** *(rev. 5/10)*

- A. Sabbatical leave without pay shall be granted for one semester or one year to those employees who have served the District a minimum of five (5) years. An employee who has a sabbatical leave can become eligible for another sabbatical leave after serving an additional five (5) years in the District.
- B. To be entitled to sabbatical leave, an employee must be eligible following the leave for at least two (2) years of service before retirement.
- C. Tenure and status of an employee on sabbatical leave will not be impaired. Sabbatical leave entitles an employee to the normal increments.
- D. Any employee desiring sabbatical leave must submit a written request to the Superintendent prior to April 1 of the school year prior to the year for which sabbatical leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors. Sabbatical leave shall be defined as study, travel and working in a professionally related field or

school district (which can include up to one year leave for WEA activity, if approved by the Superintendent).

- E. Employees on sabbatical leaves shall make reports to the Superintendent concerning their professional endeavors as required.
- F. No more than one (1) certificated employee shall be granted sabbatical leave during any school year.
- G. Years of Service for sabbatical purposes means years of actual service in the District and a "year of service" means a year actually spent in the service to which the employee has been assigned. These definitions are subject to the following explanation and interpretation:
  - a) A year of service shall be counted even though the employee may be absent due to illness or some other reason of equal merit for an indefinite interval not exceeding one (1) semester in any school year, provided that all other absences during the remaining years of tenure period are specified and are occasional absences not exceeding a few days.
  - b) In establishing the tenure period for sabbatical leave, previous leaves of absence without pay to study may count as service.
- H. An employee returning from sabbatical leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. It shall be assumed that the employee wishes to return to the position of his/her last assignment unless he/she notifies the Superintendent by April 1 prior to the expiration of his/her leave. If reassignment is necessary, a conference shall be held to find an assignment that is mutually agreeable.
- I. The evaluation and granting of sabbatical leave shall be determined by a committee of two (2), one (1) representative each from the District and the Association.

#### **SECTION 10. ATTENDANCE AT MEETINGS AND CONFERENCES** *(rev. 11/07)*

- A. Meetings, conferences, symposiums and seminars are recognized by the District as an inherent part of the employees' professional obligation.

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

  - a) Full Payment Leave. Substitute and necessary expenses shall be paid by the District. This category applies to employees authorized by the Board to represent the District at professional conferences, meetings, symposiums and seminars.
  - b) Partial Payment Leave. Substitute shall be paid by the District, necessary expenses shall be paid by the employee.
- B. The building principal shall be responsible for securing a substitute in each of the above mentioned leave situations.
- C. In the event an employee is transferred outside his/her field of current expertise by the District (but for which he/she holds the required certificate), he/she shall be offered the earliest possible opportunity to attend approved meetings, conferences, symposiums and/or seminars to improve his/her professional practice.

## **SECTION 11. BEREAVEMENT LEAVE**

- A. Three (3) days shall be authorized by the District in the event of the death of any member of the family or household. An additional two (2) days shall be authorized for family/household bereavements requiring travel.
- B. Any other form of bereavement leave may be granted at the discretion of the Superintendent upon a written request by the employee. This leave is non-deductible.

## **SECTION 12. MILITARY LEAVE**

- A. Any employee who is a member of the Washington National Guard or of the Air Force, Army, Coast Guard, Marine Corps, or Navy 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 for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1<sup>st</sup> and ending the following September 30<sup>th</sup> and under the following conditions.
  - a. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
  - b. The employee provides a signed copy of orders requiring his/her participation in military duty to the Human Resources department leave prior to leaving, or, when this is not possible, within five (5) days of returning to work.

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during his/her regular work assignment.

While on leave, the employee shall receive his/her normal district pay and there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled. The employee shall retain all benefits as though employment had been continuous in the District.

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



## ARTICLE VIII - FISCAL

### SECTION 1. EMPLOYEE WORK YEAR

The work year covered by this Agreement shall consist of one hundred eighty (180) work days. Should Washington State reverse its funding of employee salaries to a new number of base days, subsequent work years would likewise be adjusted.

### SECTION 2. PER DIEM DAYS

There will be fourteen (14) optional days.

- A. There shall be five (5) district-directed per diem days annually.
- B. There shall be nine (9) employee-directed per diem days annually. Time shall be documented for payment. All claims for payment must be made on or before May 10. Payment shall be made upon submission of signed documentation to payroll. No more than one (1) day may be submitted to be paid between May 10 and June 30. These days must be documented for payment on the forms in Appendix H. All claims for payment must be submitted on or before May 10 each year. The provisions of A and B above will sunset (terminate) on August 31, 2017. Activities performed during the summer months, July and August, may be submitted and paid using the employee-directed per diem days for September payroll.
- C. The per diem days described in this section must be related to improving academic achievement, including but not limited to math, reading and science. They are also linked to State Standards and building improvement plans. Employees may use this time to complete activities related to meeting the state criteria for evaluation.
- D. Time shall be documented for payment in one (1) day blocks and all claims for payment must be made on or before May 10. Payment shall be made upon submission of signed documentation to payroll. No more than one (1) day may be submitted to be paid between May 10 and June 30.
- E. In the event inservice is offered, those employees unable to attend because of school responsibilities shall be granted the right to have an alternative program which relates directly to the District educational needs. If the employees in one building desire a different inservice program, they may request to have an alternative program which relates directly to the District educational needs. The programs must be approved by the building principal and the Superintendent.

### SECTION 3. CALENDAR *(rev. 11/07)*

- A. The calendar shall be as agreed to by the parties provided that if an agreement has not been reached by June 1, the Board may set the calendar for the next year using a calendar format very similar to the one used the previous year.
- B. The District shall provide calendar options to the Association by February 1.
- C. The Association shall provide calendar options to the District by February 1.

- D. The calendar shall be as agreed to by the parties so that the duration of the calendar shall coincide with the duration of the collective bargaining agreement, provided there are no unforeseen costs/problems that would necessitate an annual calendar.

#### **SECTION 4. WORK DAY**

- A. Regular building hours for teachers shall be seven (7) hours and thirty (30) minutes per day. Within this time shall be included a 30-minute duty-free lunch. The starting and dismissal times, which may vary from school to school, shall be determined by the Board.
- B. In addition to regular building hours and consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:
- a) It is possible employees may spend time outside of building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations, co-curricular functions, and other activities related to instruction.
  - b) Employees shall attend staff meetings during building hours when and as required by the Superintendent or principal. Employees shall be provided with an agenda of staff meetings, except for emergencies, by the end of the student day prior to the meeting. If an agenda is not provided by the end of the student day prior to the meeting, employees shall not be required to attend the meeting, with the exception of emergencies. Scheduled professional development sessions are not staff meetings.
- C. Employees shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated employee absence and/or late arrival or early leaving. Salary deduction will be made on a per diem basis or a pro-rated share thereof of unapproved absence, late arrival or early leaving.
- D. On the days preceding Thanksgiving Break and Winter (Christmas) Break, the employee's day shall end 30 minutes after students are dismissed.
- E. Employees shall receive their weekly building schedules, including lunch times, recess time(s), specialist times, and plan periods, at least one (1) week prior to the first student day every fall.
- F. Direct Deposit is required of all newly hired employees after the conclusion of the 2006-2007 school year and all subsequent school years. Each new employee must pick one financial institution for monthly direct deposit to his/her checking or savings account.

#### **SECTION 5. SALARY SCHEDULE PROVISIONS**

- A. All employees shall be placed on the annual salary schedule (SAM) in accordance with the criteria for salary schedule placement as contained in the Agreement. (*see Appendix A*)
- B. All employees will receive the horizontal step on the salary schedule when earned by additional schooling. Employees earning those extra credits which would cause them to advance to another column must furnish a transcript or grade report to the District office by September 30.
- C. Contracts are for one hundred eighty (180) days. Additional contract days will be on a supplemental contract.

- D. All extended contracts will be on a true 1/180 (180) per diem rate for each additional day worked.
- E. Employees from out of state will be allowed to transfer their experience to the salary schedule.
- F. Total time taught in state is also to be transferred to the schedule.
- G. Full credit shall be given for military service if it interrupts teaching service in this District. Voluntary enlistment shall not be included.
- H. M.A. protection for employees previously earning this BA + 135 shall be provided from the salary pool.
- I. The salary schedule for the year shall be identical to statewide salary allocation schedule as shown in Appendix A.
- J. All transferable credit and experience must meet the State requirements of WAC 392-121-130, Definition—Certificated Years of Experience.

## **SECTION 6. PAYMENT PROVISIONS**

- A. Employees shall be paid in equal monthly installments based on a prorated share of their contract. Payroll checks shall be issued to the employee on their last working day of each month, with the exception of June, July and August when the check will be issued on the last business day of the month. The District may pay on the last business day in December—provided employees are notified of the change in payroll date by December 10. Employees who have supplemental contracts for any activity that covers the entire school year shall be paid in twelve (12) equal installments. Employees who have supplemental contracts for short-term activities shall be paid at the conclusion of the activity.
- B. All non-vocational contracts for additional days shall be offered as supplemental rather than as extended. All additional days shall be paid at full per diem.  

Attached: Employee's Basic Salary Schedule  
Extra-Curricular Pay Schedule
- C. All members of the bargaining unit on extended contract shall have the portion of their salary that extends beyond the regular contract year paid from non-BEA moneys. All BEA moneys shall be paid into the local salary schedule.
- D. There shall be a fifth year step on the extra curricular salary schedule.

## **SECTION 7. ACCEPTANCE OF CLOCK HOUR/INSERVICE CREDITS**

- A. The District shall accept all clock hour and inservice credits that meet State Board of Education approval standards for clock hour and inservice credit. The credits shall count for advancement on the salary schedule. The ten (10) clock hours of inservice shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
- B. Employees must refer all inservice clock hours through ESD 105 which has the responsibility to monitor and record clock hours.

## **SECTION 8. EXTRA-CURRICULAR ASSIGNMENTS**

- A. No employee shall be required to take an extra-duty assignment or position as a condition of continued employment.

- B. The District shall make no reprisals against any employee for refusing to accept or resigning from an extra-duty assignment or position.
- C. The extra curricular salary schedule for the school year shall be as printed in Appendix B-1.

**SECTION 9. INSURANCE** *(rev. 11/07)*

- A. The District shall provide the maximum allowable state-funded insurance benefits. In addition, the District will annually contribute seventeen thousand, five hundred dollars (\$17,500) to the insurance pool. The balance of the premiums, after pooling, if any, shall be paid by each eligible employee, utilizing an individual monthly payroll deduction.

The health coverage selected by the Association shall be referenced in Appendix G.

- B. For each year of this Agreement, the District shall pay the amount designated by the state for the state retired teachers' retirement pool referred to as the Health Care Authority Retiree Remittance.

**SECTION 10. TRAVEL**

- A. Employees utilizing their private automobile to travel on approved business shall be compensated at the IRS rate if no district vehicle is available. Employees utilizing their private vehicle to travel on approved business shall be compensated at the District rate if a District vehicle is available and the employee elects not to use it.
- B. The District will provide the Association with the latest announcement of the rate of reimbursement for travel cost of such service.

## **ARTICLE IX - GRIEVANCE PROCEDURE**

### **SECTION 1. DEFINITIONS**

Grievance is defined as a difference of opinion regarding the meaning or interpretation of this Agreement.

### **SECTION 2. PROCEDURE**

Grievances will be processed in the following manner.

#### **STEP I**

An employee shall promptly attempt to resolve the grievance informally between the grievant and his/her principal or appropriate supervisor. Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure.

If the grievance is not resolved informally, it shall be reduced to writing by an employee who shall submit it to the principal. If an employee does not submit his/her grievance to the principal in writing in accordance with Step I within fifteen (15) school days after the fact upon which the grievance is based first occurred or first became known to an employee the grievance will be deemed waived. The grievant may be accompanied by one other member of the Association when presenting the written grievance.

The principal will reply in writing to the grievant with a copy to the Association within 10 school days after receipt of the written grievance.

#### **STEP II**

If the grievance is not settled in Step I and the grievant wishes to appeal the grievance to Step II, the grievant may file the grievance in writing to the Superintendent of Schools within ten (10) school days after receipt of the principal's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the fact upon which the grievance is based, the issues involved, the Agreement provisions involved, and the relief sought. The Superintendent/designee shall thoroughly review the grievance, arrange for necessary discussions, and give a written answer to the grievant with a copy to the Association no later than ten (10) school days after receipt of the written grievance.

#### **STEP III**

If the Association is not satisfied with the disposition of the grievance at step 2, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition at step 2.

If the parties cannot agree as to the arbitrator within ten (10) days from the notification date that arbitration will be pursued, the arbitrator shall be selected according to the Voluntary Rules and Procedures of A.A.A. After selection of the arbitrator, the arbitration shall proceed according to the Expedited Rules of A.A.A., unless either party elects to proceed under the Voluntary Rules.

### **SECTION 3. POWERS OF THE ARBITRATOR**

The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no power to substitute his/her discretion for that of the Board. A decision of the arbitrator shall be binding upon the parties.

### **SECTION 4. LIMITS ON EVIDENCE/ARBITRABILITY**

- A. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step 2 meeting.
- B. The following will be excluded from the grievance procedure: adverse effect of contract, non-renewal of contract, and non-renewal of provisional employees.

### **SECTION 5. COSTS OF ARBITRATION**

The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the parties. All other costs will be borne by the party incurring them.

### **SECTION 6. TIME LIMITS**

- A. When a grievance is submitted on or after June 1, the time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
- B. Upon mutual agreement, time lines may be extended.

### **SECTION 7. NO REPRISALS**

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

## **ARTICLE X – DURATION**

- A. This Agreement shall remain in full force and effect from September 1, 2014, to and including August 31, 2017. This Agreement may be reopened at any time by mutual agreement of both parties.
- B. The parties will commence negotiations for a successor Agreement at least sixty (60) days before the date of expiration.

## SIGNATORIES

FOR THE ASSOCIATION

Pat Kerner

Teri Martindale

M. Stephens

Debra Culver

CHIEF BARGAINER FOR THE  
ASSOCIATION

Ratified Date: 12/11/2014  
by the Association

FOR THE BOARD

Elsa Sanchez

Daphne Palmer

Christina

J. Adams

Merilee Morales

CHIEF BARGAINER FOR THE  
BOARD

Ratified Date: 12/11/2014  
by the District



## APPENDIX A - SALARY SCHEDULE 2013-2014 & 2014-2015

**Table of Total Base Salaries for K-12 Certificated Instructional Staff for 2013-14 and 2014-15**

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	37,933	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 or more					57,693	60,535	57,731	61,447	64,174

## APPENDIX B - EXTRA-CURRICULAR SALARY SCHEDULE

PERCENTAGE OF CURRENT SAM BASE SALARY (BA-0, STEP 0)

POSITION	FLAT RATE	1ST YR	2ND YR	3RD YR
<b>HIGH SCHOOL</b>				
Annual	6.00%			
Clubs: FCCLA FFA Honor Soc. ASB Advisor Leadership/Inter-High	3.00%			
Band Junior/Senior High	6.4%			
Choral	1.6%			

Supplemental Pay-Rate	
2014-2015	\$31.00/hour
2015-2016	\$31.50/hour
2016-2017	\$32.00/hour

## APPENDIX C-1 - PROFESSIONAL GROWTH PROCESS

The Professional Growth Process is intended to enable supervisors and teachers (*who meet the qualifying criteria*) to focus their collaborative energies on improving teaching skills in an articulated, mutually developed, and co-operative process.

### Identifying Professional Growth Process (PGP Participants)

A. All employees must be evaluated at least once every three years via the Regular Evaluation process.

It is anticipated that generally the PGP will be performed in conjunction with the Short Form Evaluation. However, in appropriate circumstances, an employee, by mutual agreement with the District, may be eligible for the PGP even though he or she must still be on the Regular Form Evaluation.

B. "Eligible" employees must have received all "S" on all criteria (*e.g., instructional skill, classroom management*) during the last four school years of Mabton School District certificated employment.

C. Evaluator and employee must both elect the PGP by September 30 if they are to participate during that school year. They must meet two additional times throughout the year.

D. Recommended number of employees entering PGP in any year should not exceed one-third of the staff. This is a cyclical process with up to two consecutive years of PGP needing to be followed by at least one year of Regular Evaluation process. \*

E. If a teacher changes building location, the Regular Evaluation process is to be followed for the year.

F. Participants must be willing to develop a Professional Growth Plan that is mutually acceptable to the employee and the evaluator. Participants must also be committed to setting and accomplishing worthwhile goals that focus on instruction.

G. If after applying the aforementioned steps, the need exists to limit further the PGP participants, there are several criteria that may be used. \*

1. The relationship of goals to teacher effectiveness research; impact of goals beyond immediate situation.
2. Participants are part of a unit or team effort.
3. Relationship of goals to professional activities previously initiated by the teacher.
4. Relationship between proposed goals and the building goal/focus.
5. Principal recommendation.

**PGP RECORDS -- What and Where**

A. Short Form Observation/Evaluation

Copy to employee  
Copy in Personnel file

B. Professional Growth Plan

Copy to teacher and evaluator

C. Listing of Employees Who Are on PGP

Copy to evaluator  
Copy to Superintendent  
Copy to personnel.

\* There is no minimum number of PGP participants.

## APPENDIX C-2 - PROFESSIONAL GROWTH PLAN

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

1. Professional goals (*one to three goals recommended*) which are to be the focus of my Professional Growth Plan activities and discussions for this year. \*

2. What is the plan for achieving my goal(s)?

3. How can my principal help me to achieve my goal(s)?

4. Who will be involved in working with me to achieve my goal(s)?

5. How will I measure my success in achieving my goal(s)?

6. Signatures: Evaluator: \_\_\_\_\_ Teacher \_\_\_\_\_

Date \_\_\_\_\_

\* 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.

## APPENDIX C-3 –CERTIFICATED PERSONNEL EVALUATION REPORT

EMPLOYEE

EVALUATOR

Name \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Building \_\_\_\_\_

Building \_\_\_\_\_

Observation Dates: \_\_\_\_\_

Introduction: This report form is to serve as a discussion of focus between the evaluator and the employee as specified in Article IV, Evaluation.

1. Below Standard
2. Approaching Standard (Basic)
3. At Standard (Proficient)
4. Above Standard (Distinguished)

### 1 KNOWLEDGE OF SUBJECT MATTER

The employee:

- |  |   |   |   |   |
|--|---|---|---|---|
| 1) Demonstrates knowledge of content and pedagogy.     | 1 | 2 | 3 | 4 |
| 2) Designs and/or adapts curriculum for diverse needs. | 1 | 2 | 3 | 4 |
| 3) Sets instructional goals.                           | 1 | 2 | 3 | 4 |
| 4) Demonstrates knowledge of resources.                | 1 | 2 | 3 | 4 |
| 5) Designs coherent instruction.                       | 1 | 2 | 3 | 4 |
| 6) Uses assessment to inform and improve instruction.  | 1 | 2 | 3 | 4 |

### 2 INSTRUCTIONAL SKILL

The employee:

- |   |   |   |   |   |
|---|---|---|---|---|
| 1) Communicates clearly and accurately.         | 1 | 2 | 3 | 4 |
| 2) Uses questioning and discussion techniques.  | 1 | 2 | 3 | 4 |
| 3) Engages students in learning.                | 1 | 2 | 3 | 4 |
| 4) Provides feedback to students.               | 1 | 2 | 3 | 4 |
| 5) Demonstrates flexibility and responsiveness. | 1 | 2 | 3 | 4 |

### 3 CLASSROOM MANAGEMENT

The employee:

- |  |   |   |   |   |
|--|---|---|---|---|
| 1) Establishes, manages, and maintains a positive, student-focused learning environment. | 1 | 2 | 3 | 4 |
| 2) Establishes a culture for learning.   | 1 | 2 | 3 | 4 |
| 3) Manages classroom procedures.   | 1 | 2 | 3 | 4 |
| 4) Organizes physical space.   | 1 | 2 | 3 | 4 |
| 5) Maintains accurate records.   | 1 | 2 | 3 | 4 |

#### 4 HANDLING STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The employee:

- 1) Manages student behavior. 1 2 3 4

#### 5 INTEREST IN TEACHING PUPILS

The employee:

- 1) Demonstrates sensitivity for diversity in teaching. 1 2 3 4  
2) Demonstrates enthusiasm in teaching students. 1 2 3 4

#### 6 PROFESSIONAL PREPARATION AND SCHOLARSHIP

The employee:

- 1) Remains current in subject area(s), theories, practice, research, and ethical practice. 1 2 3 4  
2) Demonstrates commitment to the profession. 1 2 3 4

#### 7 EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The employee:

- 1) Evaluates the effects of his/her teaching through feedback and reflection. 1 2 3 4  
2) Designs and implements professional growth plans. 1 2 3 4

#### 8 PERSONAL AND PROFESSIONAL CHARACTERISTICS

The employee:

- 1) Participates in activities within the school community to improve curriculum and instructional practices. 1 2 3 4  
2) Demonstrates communication skills and/or strategies that facilitate teamwork among colleagues. 1 2 3 4

The overall performance of this employee is: \_\_\_\_\_ Satisfactory \_\_\_\_\_ Unsatisfactory

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**\*Signature denoted that this information was shared with the staff member but not that the staff member necessarily agrees with its content.**

## APPENDIX C-4 CERTIFICATED OBSERVATION REPORT

### Mabton School District Certificated Observation Report

<b>Teacher</b>	<b>Date</b>	
<b>Evaluator</b>	<b>Teaching Duty</b>	

<b>Knowledge of Subject Matter</b>	<b>Observation Record</b>
<ol style="list-style-type: none"> <li>1) Content and pedagogy</li> <li>2) Meeting the needs of diverse learners</li> <li>3) Setting appropriate instructional goals</li> <li>4) Knowledge of resources</li> <li>5) Coherence of instruction</li> <li>6) Use of assessment information to inform and improve instruction</li> </ol>	
<b>Instructional Skill</b>	<b>Observation Record</b>
<ol style="list-style-type: none"> <li>1) Communication skills</li> <li>2) Questioning and discussion</li> <li>3) Student engagement</li> <li>4) Providing student feedback</li> <li>5) Flexibility and responsiveness</li> </ol>	
<b>Classroom Management</b>	<b>Observation Record</b>
<ol style="list-style-type: none"> <li>1) Manage and maintains a positive and student focused learning environment</li> <li>2) Establishes a culture for learning</li> <li>3) Management of procedures</li> <li>4) Management of physical space</li> <li>5) Maintains accurate records</li> </ol>	
<b>Handling of Student Discipline and Attendant Problems</b>	<b>Observation Record</b>
<ol style="list-style-type: none"> <li>1) Manages student behaviors</li> </ol>	
<b>Interest in Teaching Pupils</b>	<b>Observation Record</b>
<ol style="list-style-type: none"> <li>1) Demonstrated sensitivity for diversity In teaching</li> <li>2) Demonstrated enthusiasm in teaching students</li> </ol>	



\_\_\_\_\_  
**Staff Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Evaluator Signature**

\_\_\_\_\_  
**Date**

**Growth and/or Professional Goal Setting**

1)
2)

**\*Signature denotes that this information was shared with the staff member but not that the staff member necessarily agrees with its content.**

**APPENDIX C-5 DANIELSON FRAMEWORK FOR TEACHING RUBRICS BY  
WASHINGTON STATE CRITERIA**

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

**3a: Communicating with Students**

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

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

#### 3c: Engaging Students in Learning

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

### Criterion 2: Demonstrating effective teaching practices.

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

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

#### 4a: Reflecting on Teaching

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

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

#### 1b: Demonstrating Knowledge of Students

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

#### 3e: Demonstrating Flexibility and Responsiveness

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

### 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)

<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
<p><u>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).</u></p>	<p><u>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).</u></p>	<p><u>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).</u></p>	<p><u>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).</u></p>

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

<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
<p><u>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</u></p>	<p><u>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</u></p>	<p><u>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</u></p>	<p><u>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.</u></p>

## Danielson Framework for Teaching Rubrics by Washington State Criteria

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

#### 1a: Demonstrating Knowledge of Content and Pedagogy

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



**1c: Setting Instructional Outcomes**

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.</b>			
<i>1d: Demonstrating Knowledge of Resources</i>			
<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
<p><u>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</u></p>	<p><u>Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.</u></p>	<p><u>Teacher displays awareness of resources— not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.</u></p>	<p><u>Teacher displays extensive knowledge of resources— not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.</u></p>
<i>1e: Designing Coherent Instruction</i>			
<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
<p><u>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</u></p> <p><u>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</u></p>	<p><u>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</u></p> <p><u>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</u></p>	<p><u>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</u></p> <p><u>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</u></p> <p><u>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</u></p>	<p><u>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</u></p> <p><u>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</u></p> <p><u>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</u></p>

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 5: Fostering and managing a safe, positive learning environment.</b>			
<b>2a: Creating an Environment of Respect and Rapport</b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</u></p> <p><u>Teacher does not deal with disrespectful behavior.</u></p>	<p><u>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</u></p> <p><u>Students rarely demonstrate disrespect for one another.</u></p> <p><u>Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</u></p>	<p><u>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students.</u></p> <p><u>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</u></p> <p><u>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</u></p>	<p><u>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</u></p> <p><u>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</u></p>

**2c: Managing Classroom Procedures**

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 5: Fostering and managing a safe, positive learning environment.</b>			
<b>2d: Managing Student Behavior</b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</u></p> <p><u>Students challenge the standards of conduct.</u></p> <p><u>Response to students' misbehavior is repressive or disrespectful of student dignity.</u></p>	<p><u>Standards of conduct appear to have been established, but their implementation is inconsistent.</u></p> <p><u>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</u></p> <p><u>There is inconsistent implementation of the standards of conduct.</u></p>	<p><u>Student behavior is generally appropriate.</u></p> <p><u>The teacher monitors student behavior against established standards of conduct.</u></p> <p><u>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</u></p>	<p><u>Student behavior is entirely appropriate.</u></p> <p><u>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</u></p> <p><u>Teachers' monitoring of student behavior is subtle and preventive.</u></p> <p><u>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</u></p>
<b>2e: Organizing Physical Space</b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>The physical environment is unsafe, or many students don't have access to learning resources.</u></p> <p><u>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</u></p>	<p><u>The classroom is safe, and essential learning is accessible to most students.</u></p> <p><u>The teacher's use of physical resources, including computer technology, is moderately effective.</u></p> <p><u>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</u></p>	<p><u>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</u></p> <p><u>Teacher makes effective use of physical resources, including computer technology.</u></p>	<p><u>The classroom is safe, and learning is accessible to all students, including those with special needs.</u></p> <p><u>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</u></p> <p><u>Students contribute to the use or adaptation of the physical environment to advance learning.</u></p>

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 6 : Using multiple student data elements to modify instruction and improve student learning.</b>			
<i>1f: Designing Student Assessments</i>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</u></p> <p><u>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</u></p>	<p><u>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</u></p> <p><u>Assessment criteria and standards have been developed, but they are not clear.</u></p> <p><u>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</u></p> <p><u>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</u></p>	<p><u>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</u></p> <p><u>Assessment criteria and standards are clear.</u></p> <p><u>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</u></p> <p><u>Teacher intends to use assessment results to plan for future instruction for groups of students.</u></p>	<p><u>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</u></p> <p><u>Assessment methodologies have been adapted for individual students, as needed.</u></p> <p><u>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</u></p>

**3d: Using Assessment in Instruction**

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

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

#### ***4b: Maintaining Accurate Records***

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



## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>			
<b>Student Growth 6.1: <i>Establish Student Growth Goal(s)</i></b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>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).</u></p>	<p><u>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).</u></p>	<p><u>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).</u></p>	<p><u>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).</u></p>
<b>Student Growth 6.2: <i>Achievement of Student Growth Goal(s)</i></b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</u></p>	<p><u>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</u></p>	<p><u>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</u></p>	<p><u>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.</u></p>

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 7: Communicating and collaborating with parents and the school community.</b>			
<b>4c: Communicating with Families</b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</u></p> <p><u>Teacher makes no attempt to engage families in the instructional program.</u></p>	<p><u>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</u></p>	<p><u>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</u></p> <p><u>Teacher makes some attempts to engage families in the instructional program.</u></p> <p><u>Information to families is conveyed in a culturally appropriate manner.</u></p>	<p><u>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</u></p> <p><u>Response to family concerns is handled with professional and cultural sensitivity.</u></p> <p><u>Teacher's efforts to engage families in the instructional program are frequent and successful.</u></p>

## Danielson Framework for Teaching Rubrics by Washington State Criteria

<b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b>			
<b><i>4d: Participating in a Professional Community</i></b>			
<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>Teacher's relationships with colleagues are negative or self-serving.</u></p> <p><u>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</u></p> <p><u>Teacher avoids becoming involved in school events or school and district projects.</u></p>	<p><u>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</u></p> <p><u>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</u></p> <p><u>Teacher participates in school events and school and district projects when specifically asked to do so.</u></p>	<p><u>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</u></p> <p><u>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</u></p>	<p><u>Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</u></p> <p><u>Teacher takes a leadership role in promoting a culture of professional inquiry.</u></p> <p><u>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</u></p>

**4e: Growing and Developing Professionally**

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

**Danielson Framework for Teaching Rubrics by  
Washington State Criteria**

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

***4f: Showing Professionalism***

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

## Danielson Framework for Teaching Rubrics by Washington State Criteria

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

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

<b><u>Unsatisfactory</u></b>	<b><u>Basic</u></b>	<b><u>Proficient</u></b>	<b><u>Distinguished</u></b>
<p><u>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.</u></p>	<p><u>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.</u></p>	<p><u>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.</u></p>	<p><u>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.</u></p>

## APPENDIX C-6 TEACHER EVALUATION – GOAL SETTING

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

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

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

### **Criterion 3: Growth focused on a subgroup of students.**

Write a goal consistent with Criterion 3.1 in Appendix C-5. This will guide your professional growth this year.

1. On which subgroup will you focus?
2. What data will you use to measure student growth?

### **Criterion 6: Growth focused on whole classroom.**

Write a goal consistent with Criterion 6.1 in Appendix C-5. This will guide your professional growth this year.

1. On which classroom will you focus?
2. What data will you use to measure student growth?

**Criterion 8: Growth measures targeted by PLC/grade-level team, and monitored throughout the year.** Write a goal consistent with Criterion 8.1 in Appendix C-5. This will guide your professional growth this year.

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

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

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

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

## APPENDIX C-7 PRE-OBSERVATION CONFERENCE FORM

Teacher's Name \_\_\_\_\_ Date \_\_\_\_\_

Subject/Grade \_\_\_\_\_

\*\*This form is used by the teacher for pre-observation conferencing for all evaluation systems contained within the Agreement.

The criterion referenced in the parentheses below apply only to the Classroom Teacher Evaluation Process (Danielson Framework).

1. What important skills/concepts will students be able to demonstrate from this lesson as it relates to the curriculum and/or standards? (Criterion 4-1a)
2. How does this learning “fit” in the sequence of learning for this class? (Criterion 4-1a, Criterion 4-1e)
3. Briefly describe the students in this class, including those with special needs. How will you differentiate instruction for individuals or groups of students in the class? (Criterion 3-1b, Criterion 4-1a, Criterion 4-1e)
4. What are your learning outcomes for this lesson? What do you want the students to understand? (Criterion 4-1c)
5. How will you engage the students in the learning? What will you do? What will the students do? (Criterion 4-1e)
6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. How do you plan for the use of instructional materials or other resources? (Criterion 4-1e, Criterion 4-1d)



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

8. How and when will you know what the students have learned what you intended (SC6-1f)

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

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

## **APPENDIX C-8 COMPREHENSIVE/FOCUSED CLASSROOM TEACHER POST-OBSERVATION CONFERENCE TOOL**

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

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

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

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

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

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

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

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

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

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

## APPENDIX C-9 OBSERVATION/FINAL EVALUATION REPORT CLASSROOM EMPLOYEE

Classroom Teacher Evaluation    Final Comprehensive Evaluation   
 Final Focused Evaluation

**MABTON SCHOOL DISTRICT**

*OBSERVATION* \_\_\_\_\_ / *90 DAY* \_\_\_\_\_ / *ANNUAL* \_\_\_\_\_

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

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

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

<b>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>2b Establishing a Culture for Learning</b>					Add Scores From All Columns To Get a "Total Score"
<b>3a Communicating with Students</b>					
<b>3c Engaging Students in Learning</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	

**Comment:**

<b>Criteria 2: Demonstrating Effective Teaching Practices</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>3b Using Questioning/Prompts and Discussion</b>					Add Scores From All Columns To Get a "Total Score"
<b>4a Reflecting and Teaching</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	

**Comment:**

<b>Criteria 3: Recognizing Individual Student Learning</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>1b Demonstrating Knowledge of Students</b>					Add Scores From All Columns To Get a "Total Score"
<b>3e Demonstrating Flexibility and Responsiveness</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>2</b>	<b>3-4</b>	<b>5-6</b>	<b>7-8</b>	

**Comment**

<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>					Add Scores From All Columns To Get a "Total Score"
<b>1c Setting Instructional Outcomes</b>					
<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>4</b>	<b>5-8</b>	<b>9-12</b>	<b>13-16</b>	

**Comment:**

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>2a Creating an Environment of Respect and Rapport</b>					Add Scores From All Columns To Get a "Total Score"
<b>2c Managing Classroom Procedures</b>					
<b>2d Managing Student Behavior</b>					
<b>2e Organizing Physical Space</b>					
<b>Overall Rating Range Scored on Final Evaluation</b>	<b>4</b>	<b>5-8</b>	<b>9-12</b>	<b>13-16</b>	

<b>ONLY</b>					
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**Comment:**

<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>If Designing Student Assessments</b>					Add Scores From All Columns To Get a "Total Score"
<b>3d Using Assessment in Instruction</b>					
<b>4b Maintaining Accurate Records</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	

**Comment:**

<b>Criteria 7: Communicating and Collaborating with Parents and the School Community.</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>4c Communicating with Families</b>					Add Scores From All Columns To Get a "Total Score"
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	

**Comment:**

<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>4d Participating in a Professional Community</b>					Add Scores From All Columns To Get a "Total Score"
<b>4e Growing and Developing Professionally</b>					
<b>4f Showing Professionalism</b>					
<b>Overall Rating Range Scored on Final Evaluation ONLY</b>	<b>3</b>	<b>4-6</b>	<b>7-9</b>	<b>10-12</b>	

**Comment:**

**Summary Observation / Evaluation Comments:**

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

<b>FINAL SUMMARY</b>					<b>Criteria Score</b>	
<b>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</b>						
<b>Criteria 2: Demonstrating Effective Teaching Practices</b>						
<b>Criteria 3: Recognizing Individual Student Learning</b>						
<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>						
<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>						
<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>						
<b>Criteria 7: Communicating and Collaborating with Parents and the School Community.</b>						
<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>						
Enter "total criteria score"						
Preliminary summative rating	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Preliminary Rating</b>	
Overall "Rating Range"	<b>8-14</b>	<b>15-21</b>	<b>22-28</b>	<b>29-32</b>		
<b>Student Growth</b>	<b>3.1</b>	<b>3.2</b>	<b>6.1</b>	<b>6.2</b>	<b>8.1</b>	<b>Total</b>
<b>Score</b>						
	<b>LOW</b>		<b>Average</b>		<b>High</b>	<b>Student Growth Rating</b>
Overall Student Growth "Rating Range"	<b>5-12</b>		<b>13-17</b>		<b>18-20</b>	

## SCORING CHART

<b><i>CRITERION SCORE</i></b>	<b><i>+STUDENT GROWTH SCORE</i></b>	<b><i>=FINAL SUMMATIVE RATING</i></b>
DISTINGUISHED Criterion Score 29-32	+ HIGH 18-20 OR AVERAGE13-17 STUDENT GROWTH	= DISTINGUISHED
DISTINGUISHED Criterion Score 29-32	+LOW STUDENT GROWTH 5-12	= PROFICIENT 1 Year Student Growth Plan
PROFICIENT Criterion Score 22-28	+ HIGH 18-20 OR AVERAGE13-17 STUDENT GROWTH	= PROFICIENT
PROFICIENT Criterion Score 22-28	+LOW STUDENT GROWTH 5-12	= PROFICIENT 1 Year Student Growth Plan
BASIC Criterion Score 15-21	+ HIGH 18-20 OR AVERAGE13-17 STUDENT GROWTH	= BASIC
BASIC Criterion Score 15-21	+LOW STUDENT GROWTH 5-12	= BASIC 1 Year Student Growth Plan
UNSATISFACTORY Criterion Score 8-14	+ HIGH 18-20 OR AVERAGE13-17 LOW 5-12 STUDENT GROWTH	= UNSATISFACTORY Plan of Improvement

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

Date: \_\_\_\_\_ Principal /Designee: \_\_\_\_\_

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

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

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



## APPENDIX C-10- FOCUSED EVALUATION REQUEST FORM

Evaluation criteria:

At least one (1) comprehensive evaluation every four (4) years

I, \_\_\_\_\_, request to participate in a Focused evaluation  
(*Print name*)

option for the \_\_\_\_\_ school year.

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

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

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

\_\_\_\_\_ *Criterion 3*

\_\_\_\_\_ *Criterion 6*

\_\_\_\_\_ *Criterion 8*

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_

Explanation of denial:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(*Principal's signature*)

\_\_\_\_\_  
(*Date*)

**APPENDIX C-11- PROOF OF EVIDENCE /ARTIFACTS  
DOCUMENTATION FORM MABTON SCHOOL DISTRICT #120**

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

**Observation Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_

(Evaluator checks all criteria he/she observed the teacher performing.)

<b>Criteria 7: Communicating and Collaborating with Parents and the School Community.</b>	
<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>	
<b>Comment</b>	
Comments:	

**Teacher Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**APPENDIX E - REQUEST FOR TRANSFER OR REASSIGNMENT**

*(Form must be filled out by February 15 to be applicable the following school year.)*

Distribution of Form:

- (1) Superintendent
- (2) Principal or immediate supervisor
- (3) Association
- (4) Employee

NAME: \_\_\_\_\_

PRESENT POSITION: SCHOOL: \_\_\_\_\_

**TRANSFER:**

I hereby request a transfer to: *(include school, grade level and/or subject area)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RE-ASSIGNMENT:**

I hereby request a reassignment to: *(include school, grade level and/or subject area)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

=====

**DISPOSITION:**

Approved \_\_\_\_\_ Effective Date \_\_\_\_\_

Disapproved \_\_\_\_\_

If disapproved, rationale: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

## APPENDIX F - JUST CAUSE/SEVEN KEY TESTS\*

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

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

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

\* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

## **APPENDIX G - FRINGE BENEFITS**

The insurance carriers will be as follows:

Blue Cross  
Washington Dental Service  
Vision Service Plan







**Memorandum of Agreement  
Between  
The Mabton Education Association  
And  
The Mabton School District**

This Agreement is entered into by the parties, the Mabton Education Association and the Mabton School District, regarding the use of the **Transition Plan for Classroom Teachers to the Classroom Teacher Evaluation Process (Article IV, Section 3)** for annual evaluations.

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction. The term “classroom teachers” does not include bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The Classroom Teacher Evaluation Process is delineated in **Article IV, Section 3**.

The parties agree to the following process:

**Transition Plan for Classroom Teacher Evaluation Process:**

Employees who fall into the “Classroom Teacher” definition noted above shall be transitioned to the Classroom Teacher evaluation process as follows:

1. **Beginning in the 2013-14 school year:** Provisional teachers in the first, second or third year of provisional status and employees who are placed on probation shall be evaluated using the Comprehensive Evaluation process. Other certificated teachers may also, by mutual agreement, be evaluated using the comprehensive evaluation process (Refer to Article IV, Section 3) provided that any continuing certificated teacher is evaluated using this process with no adverse effects. All remaining classroom teachers shall remain on the Transitional Classroom Teacher/Non-classroom Teacher Evaluation Process.
2. **Beginning in the 2014-15 school year:** Employees who are placed on probation and 25% of all classroom teacher employees who are not provisional/probationary shall be evaluated using the Comprehensive Evaluation process (Refer to Article IV, Sections 3 and Appendices C-5 through C-7). Employees shall be selected for the Comprehensive Evaluation process based on reverse seniority; seniority for the purposes of evaluation shall be based on length of service within the Mabton School District. The remaining 75% of these employees shall be evaluated using the Focused Evaluation Process (Refer to Article IV, Section 3) Employees will be informed in writing no later than September 15, 2014 about which evaluation process (Comprehensive or Focused) will used for their evaluation.
3. **Beginning in the 2015-16 school year:** An additional 25% of all classroom teacher employees who are not provisional/probationary and who were not evaluated in the 2014-15 school year under the Comprehensive Evaluation process shall be evaluated using the Comprehensive Evaluation process (Refer to Sections 3.4). Employees shall be selected for the Comprehensive Evaluation process based on reverse seniority: employees with the

least seniority in the Mabton School District. The remaining 75% of these employees shall be evaluated using the Focused Evaluation Process (Refer to Sections 3.5). Each school year thereafter, these employees shall be rotated, based on reverse seniority, between the Comprehensive and Focused Evaluation processes so that 25% of employees are evaluated under the Comprehensive Evaluation process and 75% are evaluated under the Focused Evaluation process. Employees will be informed in writing no later than September 15 each year about which evaluation process (Comprehensive or Focused) will be used for their evaluation.

4. **Beginning in the 2016-17 school year:** An additional 25% of all classroom teacher employees who are not provisional/probationary and who were not evaluated in the 2015-16 school year under the Comprehensive Evaluation process shall be evaluated using the Comprehensive Evaluation process (Refer to Sections 3.4). Employees shall be selected for the Comprehensive Evaluation process based on reverse seniority: employees with the least seniority in the Mabton School District. The remaining 75% of these employees shall be evaluated using the Focused Evaluation Process (Refer to Sections 3.5). Each school year thereafter, these employees shall be rotated, based on reverse seniority, between the Comprehensive and Focused Evaluation processes so that 25% of employees are evaluated under the Comprehensive Evaluation process and 75% are evaluated under the Focused Evaluation process. Employees will be informed in writing no later than September 15 each year about which evaluation process (Comprehensive or Focused) will be used for their evaluation.
  
5. **Beginning in the 2017-18 school year:** All remaining classroom teacher employees who are not provisional/probationary and who were not evaluated in the 2015-16 school year under the Comprehensive Evaluation process shall be evaluated using the Comprehensive Evaluation process (Refer to Sections 3.4). The remaining 75% of these employees shall be evaluated using the Focused Evaluation Process (Refer to Sections 3.5). Each school year thereafter, these employees shall be rotated, based on reverse seniority, between the Comprehensive and Focused Evaluation processes so that 25% of employees are evaluated under the Comprehensive Evaluation process and 75% are evaluated under the Focused Evaluation process. Employees will be informed in writing no later than September 15 each year about which evaluation process (Comprehensive or Focused) will be used for their evaluation.

6. The chart below illustrates the transition plan as described in (1) through (5) above.  
 \*\*\*Note: A tracking system will be mutually developed by the District and Association to ensure all classroom teachers are evaluated on the comprehensive tool on a rotating 4 year schedule, based on reverse seniority.

	2013-14	2014-15	2015-16	2016-17
Provisional Classroom Teachers First Year	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation
Provisional Classroom Teachers Second Year	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation
Provisional Classroom Teachers Third Year	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation
Probationary Classroom Teachers	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation	Required: Comprehensive Evaluation
Non-Provisional Probationary Classroom Teachers (4 Years of satisfactory evaluations)	By mutual Agreement	Comprehensive: 25% (based on reverse seniority) Focused: 75%	Comprehensive: An additional 25% (based on reverse seniority) Focused: Remaining 75%	Comprehensive: An additional 25% (based on reverse seniority) Focused: Remaining 75%

7. All classroom teacher employees must be evaluated under the Comprehensive Evaluation process at least once every four (4) years by the 2017-18 school year and thereafter.
8. The parties will commence negotiations prior to the 2015-16 school year to determine how evaluation results will be used as one of multiple factors in Human Resources and personnel decisions.

For Mabton EA: \_\_\_\_\_ Date: \_\_\_\_\_

For Mabton School District: \_\_\_\_\_ Date: \_\_\_\_\_

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