

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SOAP LAKE EDUCATION ASSOCIATION

AND

THE SOAP LAKE SCHOOL DISTRICT

SEPTEMBER 1, 2017

THROUGH

AUGUST 31, 2018

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1 This agreement is by and between the Soap Lake School District (#156) and the Soap Lake Education Association.
2 It has been negotiated pursuant to RCW 41.59.

3 ARTICLE 1. ADMINISTRATION OF THE AGREEMENT

4 Section A. Definitions:

- 5 1. The term “District” shall mean the Soap Lake District, Grant County, Washington
6 State; or its agents.
- 7 2. The term “Board” shall mean the Board of Education of the Soap Lake School
8 District.
- 9 3. The term “Association” shall mean the Soap Lake Education Association, which is
10 affiliated with the Washington Education Association and the National Education
11 Association.
- 12 4. The term “Parties” shall mean the District and the Association.
- 13 5. The term “Agreement” shall mean this collective bargaining agreement.
- 14 6. The term “Employees” shall mean any member of the bargaining unit as defined
15 below.
- 16 7. The term “day” shall mean any day the district business office is open for business
17 with the public.
- 18 8. The term “Superintendent” shall mean the chief administrative officer of the District
19 or his/her designee.
- 20 9. The term “President” shall mean the President of the Association or his/her designee.
- 21 10. The term “Contract” shall mean the individual contract issued to each employee
22 pursuant to RCW 28A.405.210.
- 23 11. The term “supplemental contract” shall mean that contract issued and signed in
24 accordance with RCW 28A.405.210.

25 Section B. Recognition:

26 The District recognizes the Association as the exclusive bargaining agent for all certificated
27 employees of the District excluding the Superintendent, Assistant Superintendents, Principals,
28 Assistant Principals and Substitute teachers, provided that substitutes who have worked thirty
29 (30) or more days during a school calendar year and who continue to be available for
30 employment are regular part-time employees and are to be included in the bargaining unit, and
31 further provided that those substitute teachers who replace or are replacing an employee for
32 twenty (20) or more consecutive days are also regular part-time employees and are to be included
33 in the bargaining unit.

34 Substitutes who have worked twenty (20) or more consecutive days shall be placed on the salary
35 schedule at step 1 (one). Substitutes who accumulate more than thirty (30) days in one school
36 calendar year in the same school district will be paid eighty percent (80%) of the daily rate of
37 step one on the current salary schedule.

38 For the purposes of the Agreement, persons who meet the requirements of the 20/30 rules set out
39 in the section above, shall be known as long term substitutes shall be covered by this Agreement,
40 except for the provisions

41 Article III. Section D, Due Process and Just Cause

42 Article III. Section E, Assignment and Transfer

43 Article III. Section F, Insurance

44 Article IV. Evaluation and Probation

45 Article V. Staff Reduction and Recall

46 Article VII. Leaves

47 Article IX. Grievance and procedure

48 Substitute Pay: Substitutes hired by the district shall be paid at the half (1/2) day or full daily
49 rate. Substitute teachers daily wage shall be sixty-six percent (66%) of step one (1) of the current
50 teacher salary schedule divided by 180 days.

51 Section C. Status of Agreement:

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

56 2. No Reduction Implied: Unless otherwise specifically provided in this Agreement,
57 nothing contained herein shall be interpreted and/or applied to eliminate, reduce, or
58 otherwise detract from current individual salaries, employee benefits, or other
59 provisions, under existing rules, regulations, policies, resolutions and practices of the
60 District in effect prior to the effective date of this Agreement.

61 Section D. Conformity to Law:

62 This Agreement shall be governed and construed according to the Constitution and Laws of the
63 State of Washington. If any provision of this Agreement, or any application of the Agreement to
64 any employee or groups of employees shall be found contrary to law by a court or administrative
65 agency of competent jurisdiction, such provision or application shall have effect only to the
66 extent permitted by law. All other provisions or applications of the Agreement shall continue in
67 full force and effect.

68 If any provision of this Agreement is held to be contrary to law, the Parties shall commence
69 negotiations on said provision as soon thereafter as is reasonably possible.

70 Section E. Individual and Supplemental Contract Compliance:

71 All individual and supplemental contracts shall be subject to and consistent with law and this
72 Agreement and shall expressly state that they are subject to this and subsequent Agreements
73 between the Parties. If any individual or supplemental contract is inconsistent with this
74 Agreement, this Agreement shall control.

75 Section F. Distribution of Agreement:

76 Following ratification of this Agreement the Association shall prepare a camera-ready copy of
77 the Agreement for District review and mutual editing. The District shall distribute copies to all
78 new employees. The Parties shall share cost of printing. The District shall also make at least one
79 (1) copy available for review by any applicant for employment with the District.

80 Section G. Joint Meetings:

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

86 ARTICLE II. BUSINESS

87 Section A. Dues Deduction:

88 1. Members: Upon receipt of a written authorization the District shall deduct an amount
89 equal to the fees and dues required for membership in the Association, including
90 NEA, WEA and UniServ.

91 The dues deduction form and authorization shall remain in effect from year to year,
92 unless withdrawn in writing by the employee during the thirty (30) days immediately
93 preceding the start of the student school year. Dues deduction forms must be
94 delivered to the business office within thirty (30) days from the start of student school
95 year, or within thirty (30) days of an individual's beginning date of employment,
96 which ever is later.

97 2. Representation Fee: No member of the bargaining unit shall be required to join the
98 Association; however, those employees who are not Association members, but are
99 members of the bargaining unit, shall be required to pay a representation fee to the
100 Association. The amount of the representation fee shall be determined by the
101 Association, and transmitted to the Business Office in writing. The representation fee
102 shall be an amount equal to the regular dues for the Association membership
103 including NEA, WEA, UniServ and local. Non-members shall be neither required
104 nor allowed to make political (PULSE or NEAPAC) deductions. The representation
105 fee shall be regarded as fair compensation and reimbursement to the Association for
106 fulfilling its legal obligation to represent all members of the bargain unit.

107 In the event that the representation fee is regarded by an employee as a violation of
108 their right to non-association, such objections shall be resolved according to the
109 provisions of RCW 41.59.100. or the Public Relations Commission.

110 3. Indemnification: The Association shall indemnify and save the District harmless
111 against any and all claims, demands, suits, or other forms of liability that may arise
112 out of or by reason of action taken or not taken by the District in regard to the
113 operation of this section.

114 Section B. Other Deductions:

115 Upon receipt of written authorization, the District agrees to deduct from the salary of employees,
116 premiums for those insurance and annuity programs which have been approved by the
117 Association and the District. The sums which are deducted as premiums for approved insurance
118 and annuity programs shall be forwarded in accordance with the written authorization.

119 Section C. Management Rights:

120 The customary and usual rights, powers, functions, and authority of management are vested in
121 management officials of the District. Included in these rights in accordance with applicable laws
122 and regulations is the right to direct the work force, the right to hire, promote, retain, transfer,
123 and assign employees in positions; the right to suspend, discharge, demote or take other
124 disciplinary action against employees; and the right to release employees from duties because of
125 lack of work or for other legitimate reasons. The District shall retain the right to maintain
126 efficiency in the District operation by determining the methods, the means, and the personnel by
127 which such operation is conducted.

128 The right to make reasonable rules and regulations shall be considered an acknowledged function
129 of the District. In making rules and regulations relating to personnel policies, procedures and
130 practices, and matters of working conditions, the District shall give due regard and consideration
131 to the rights of the Association and the employees and to the obligations imposed by this
132 Agreement.

133 Section D. Association Rights:

134 1. Use of School Buildings: The Association shall have access to use school buildings
135 at all reasonable hours for meetings.

136 2. Use of School Equipment: The Association shall have access to use district business
137 equipment at a reasonable time when such equipment is not otherwise in use. Any cost
138 incurred for the use of said equipment shall be paid by the Association.

139 3. Association Business: The Association shall have the right to transact business on
140 school property at all reasonable times, provided that such business shall not interfere
141 with or interrupt normal school operations. Association representatives shall suffer no

142 intervention, undue delays, or harassment by the employer's representatives while
143 representing an employee or while on Association business.

144 4. Use of Bulletin Boards: The Association shall have access to post notices on District
145 bulletin boards to be provided by the District in each faculty lounge, lunchrooms, and
146 other locations in each building in which employees are assigned.

147 5. Use of District Mail System: The Association shall have access to use the District
148 mail and email systems and employee mailboxes for communication purposes.

149 6. Exclusivity: In recognition of the Association's status as the officially recognized
150 legal bargaining representative of employees, the rights granted in this Agreement to the
151 Association shall not be granted to any competing labor organization.

152 7. New Employees: The District shall notify the President of the name, address, phone
153 numbers, and assignment of any new hire into the bargaining unit at the earliest possible
154 date. The Association shall be given the opportunity to speak to all teachers as an official
155 part of the program during any District sponsored new teacher orientation and during any
156 year opening district-wide or building-wide teacher meeting.

157 8. School District Budget and Financial Reporting: The District shall provide the
158 President with a copy of the District's proposed annual budget sufficiently in advance of
159 the time it goes to the Board for adoption that the Association will have adequate time to
160 develop informed recommendations concerning the budget prior to the adoption of said
161 budget, provided that the making of such recommendation or comment does not result in
162 a delay of the budget adoption process

163 The District shall provide the President with a copy of the adopted budget immediately
164 following its adoption.

165 The District shall provide the President with a copy of the annual budget report within
166 five (5) working days of its completion.

167 The District shall provide the President with a copy of its periodic budget report at the
168 time the Directors receive it.

169 9. Notice of Disciplinary Action: In the event any employee is given a formal
170 disciplinary action, the District shall provide the President with notice of such action,
171 provided that should the employee indicate in writing to the District (Appendix M) that
172 he/she does not wish to have the Association notified, such notice will be withheld.

173 10. Board Agenda and Minutes: The district shall provide the Association Representative
174 in each building with at least one (1) copy of the Board meeting agenda at the time it is
175 given to Board members. In addition, the District agrees to post a copy of the Board
176 meeting agenda on all employee bulletin boards at least two (2) working days prior to the
177 Board meeting when available.

178 Further the District shall provide the Association representative within each building with
179 at least one copy of all board meeting minutes within five (5) working days of
180 completion.

181 11. Salary and Placement Information: The district shall provide the President with
182 updated lists of all employees, including their assignment, their placement on the salary
183 schedule and their placement on report forms going to the state for purposes of
184 determining salary compliance.

185 12. Other Pertinent Information: As a part of its legal responsibility as bargaining agent,
186 the Association shall from time to time request additional information from the District in
187 order to form the partial basis for proposals to the District (bargaining and otherwise), to
188 properly represent individuals involved in disputes with the District (grievance or
189 otherwise), to monitor District finances and administrative actions, and to provide timely
190 information to employees.

191 13. Seniority List: The District will provide an updated seniority list of all certificated
192 employees each year prior to October 1st to the Association.

193

194

ARTICLE III. EMPLOYEE RIGHTS

195 Section A. Rights of Law:

196 The District shall not deny any employee any legal right granted under Federal, State, County or
197 local law or regulation.

198 Section B. Non-Discrimination:

199 No employee shall be denied any right of law by virtue of his/her employment with the District.
200 The provisions of this Agreement shall be applied without regard to domicile, race, creed,
201 religion, color, national origin, age, sex marital status, sexual orientation, political activity, or the
202 presence of any sensory, mental, or physical disability except as required in accordance with this
203 Agreement or as otherwise provided by law.

204 Section C. Personnel File:

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

210 2. Placement of Materials: Employees shall be given a copy of any material that is
211 placed in their personnel file at the time it is so placed (except for the information that
212 employees themselves provide to the District). Employees shall be given an opportunity

213 to attach written comments within ten (10) days of the receipt of the material. Employees
214 shall indicate they have seen such materials and have received a copy thereof by affixing
215 their signature and dating the copy that is to go into the file.

216 3. Location: The District shall maintain the employee's personnel file at the District
217 office. The Superintendent shall be responsible for safeguarding personnel files, and
218 shall sign an inventory sheet to verify the contents of the personnel file, if the employee
219 so requests.

220 4. Removal of Materials: No material will be removed nor destroyed from an
221 employee's personnel file until six (6) years after termination of employment of that
222 employee.

223 Section D. Due Process and Just Cause:

224 1. Just Cause: No employee will be disciplined or adversely affected without just cause.
225 For purposes of this section formal discipline is defined as disciplinary action which
226 results in a written record being placed in an employee's personnel file.

227 2. Written Grounds: The specific grounds forming the basis for disciplinary actions shall
228 be made available to the employee and the Association in writing at the time discipline
229 action is taken. Disclosure to the Association is barred in the event the employee objects
230 to such disclosure.

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

233 4. Association Representation: Employees shall be entitled to, and may request,
234 Association representation at any hearing, meeting or conference involving the employee
235 regarding disciplinary actions or the investigation thereof at which the employee is
236 present. When a request for such representation is made, no action shall be taken with
237 respect to the employee until such representative of the Association is present. In the
238 event a disciplinary action is to be taken, the employee shall be advised of the right to
239 representation in writing under this provision prior to the action being taken. Such
240 notification shall be by Appendix L which is made a part of this agreement.

241 5. Privacy and Confidentiality: Any criticism of an employee by any supervisor,
242 administrator, or director of the District and all disciplinary actions shall be made in
243 private and in confidence and never in the presence of students, parents, other employees,
244 or at public gatherings, except for meetings where the employee requests representation
245 attend the meeting.

246 6. Complaints Against Employees: Any complaint against an employee that may lead to
247 disciplinary action shall be promptly called to the attention of the employee (except in
248 cases involving criminal investigation). No complaint against an employee may be used

249 in a disciplinary action against that employee unless a signed copy of the complaint was
250 given to the employee in a timely fashion at the time the complaint was originally made.

251 Section E. Assignment and Transfer:

252 1. Assignments:

253 a. Definition: An “assignment” shall mean the placement of an employee to a
254 position within the bargaining unit. A position shall include the grade level and/or
255 subject taught, or specialty (e.g., special education or librarian) and building(s) in
256 which the employee is stationed.

257 b. New Employees: New employees will be assigned to a grade level and/or subject
258 or specialty within the employee’s certification and/or endorsement (except where
259 waivers have been granted by SPI). The employer will give notice of assignments to
260 newly appointed teachers as soon as practicable.

261 c. Notice to Continuing Employees: All employees presently employed will be given
262 written notice of any changes in their specific assignments, building assignments and
263 room assignments, for the forthcoming year not later than June 1 of each year.
264 Subsequent changes may be made by mutual agreement or for unanticipated
265 circumstances only.

266 2. Transfers:

267 a. Definitions:

268 1) A “voluntary transfer” is a reassignment of an employee to a vacancy for
269 which they have applied.

270 2) An “involuntary transfer” is a reassignment of an employee to a vacancy for
271 which they have not applied.

272 b. When vacancies (including new positions) exist with the employer current
273 employees may apply for the open position. Seniority will be considered when job
274 qualifications are equal.

275 c. Involuntary transfers shall be made only when educationally necessary. When
276 such transfers are made, they shall be accompanied with a written explanation of the
277 reasons and a copy of the job description. No employee shall be involuntarily
278 transferred to a position outside of his/her certification and/or endorsement.

279 3. Vacancy, Promotions and Posting of Jobs:

280 a. Posting During the Work Year: All vacancies occurring during the work year shall
281 be reported to the Association and posted in each building for a minimum of five (5)
282 days. All known vacancies for the following work year shall be reported to the

283 Association and posted in each building by June 1 of the current work year. Thereafter
284 and until the start of the new school year, the job-posting list shall be updated, as new
285 vacancies become available, with the new listing being mailed to each employee who
286 has made a written request for such information.

287 b. Application for Transfer: Employees requesting a transfer shall complete and file
288 a request for transfer with the Superintendent by April 1.

289 c. Priority: Current employees shall be given consideration for vacancies and may
290 apply provided they meet the posted qualifications for such vacancy. In the event
291 more than one (1) applicant applies for and is similarly qualified for a vacancy, the
292 applicant with the greatest seniority shall be given the position.

293 The District shall reserve one (1) space on hiring teams for a member of the
294 Association. Consideration will be given to grade level, subject area and program.
295 Appointment to the hiring team will be made by the Association president(s) and
296 District or building administrator and shall be contingent upon availability of the
297 Association member.

298 d. Notice to Applicants: All employees requesting a transfer to a vacancy or new
299 position shall be notified in writing within five days of the employer filling the
300 vacancy or new position. Such notification shall include a statement of acceptance or
301 non-acceptance. A follow-up interview will be granted upon request of applicant.

302 e. Posting During Vacation Periods: During vacation periods, the District shall
303 notify the association of all posted vacancies by mail. The District shall also notify
304 employees of the posting by mail, provided employees make a request in writing, on a
305 form provided by the employer (Appendix M). Such employees shall then have ten
306 (10) days from receipt of notification to apply for the vacancy.

307 4. Leave Replacement Employees:

308 a. Definition: Leave replacement employees are those employees who were issued a
309 contract to fill a vacancy created when another employee was on leave for 25 or more
310 consecutive days and provided a start and stop date. The stop and start date must be
311 established in writing by the employee on leave.

312 b. Benefits: Leave replacement employees shall accrue seniority, receive the same
313 benefits, accrue retirement credit and in all other manners receive the same treatment,
314 privileges, and benefits as other employees of the bargaining unit, except that they
315 shall not receive a continuing contract.

316 Section F. Employee Protection:

317 1. District Insurance: The District shall provide such insurance for the protection of
318 employees as is required by RCW 28A.400.370 and upon annual renewal will

319 provide employees with a written summary of the coverage they have under the
320 provisions of District insurance policies. The District shall notify the President of
321 any changes in insurance coverage.
322

323 2. Threats: Any employee who is threatened with physical harm by any person or group
324 while carrying out assigned duties shall immediately notify his/her supervisor and the
325 superintendent. This includes online threats, or any threatening communication
326 through the medium of electronic text, photos, or videos. If the threat is immediate,
327 the employee may notify the appropriate law enforcement authority. Immediate steps,
328 including investigation, shall be taken by the administration in cooperation with the
329 employee to provide for the employee's safety. These steps may include:

- 330 a. notifying law enforcement
- 331 b. notifying the superintendent
- 332 c. notifying the principal
- 333 d. notifying the employee
- 334 e. providing legal counsel
- 335 f. and/or other earnest efforts to rectify the situation
- 336
- 337

338 The superintendent shall report precautionary measures, for the employee's safety, to
339 the employee and the Association at the earliest possible time. See District Policy and
340 Procedure 3241/3241P

341 3. Absence Due to Attack or Injury on the Job: Whenever an employee is absent from
342 employment and unable to perform his/her duties as a result of personal injury
343 sustained in the course of his/her employment, including any injury sustained as a
344 result of physical attack, he/she shall be paid his/her full salary, with no deduction
345 from sick leave for the period of his/her absence, less the amount of any workman's
346 compensation award made for disability due to said injury.

347 The District shall supplement any L & I payment for up to twenty (20) working days
348 so that the employee shall suffer no loss of pay or sick leave for such period of time.
349 After the first twenty (20) days of absence under this provision use of any
350 accumulated sick leave shall begin.

- 351 4. Employee Notification of New or Returning Students:
- 352 a. During the School year, any placement of a student into a classroom must
353 involve notification of the receiving teacher(s) at least one (1) day prior to the
354 student attending class.
 - 355 b. The District will provide background information on new and returning students
356 before assigning students to a classroom/schedule. This background information
357 will include:
 - 358 (1) Placement test scores, such as NWEA
 - 359 (2) Information regarding students who evidence violent behaviors that
360 could present a safety problem to students or employees

- 361 (3) Information that could affect a student's health
362 (4) For students with an IEP, the following additional information will be
363 provided as appropriate within confidentiality requirements:
364 i. Overall academic levels
365 ii. Nature of disability and any related information
366 iii. Supplementary aids and services to be provided
- 367 5. Contraband: An employee will refer contraband to his/her immediate supervisor.
368 Contraband may include firearms, knives, weapons and paraphernalia associated with
369 gangs, the martial arts and those covered by WAC.
- 370 6. Building Environment: Air testing shall be conducted when deemed necessary by the
371 District's insurance agency's risk management team or when requested by the District
372 safety committee.

373 Section G. Privacy:

- 374 1. Personal Lives: The private and personal life of any employee is not within the
375 appropriate concern or attention of the District, except to the extent that the job
376 performance of such employee is impaired, or is contrary to law.
- 377 2. Information: The District shall not provide personal information concerning
378 employees, including names, addresses, phone numbers, etc. to any person not required
379 by law, or to any commercial or charitable organization without specific employee
380 approval or Association agreement or as may be specifically required by this Agreement.
- 381 3. Faculty Meetings: Representatives of commercial concerns, such as insurance
382 companies, financial counselors, fund raiser, etc. shall not be permitted to attend and
383 address faculty meetings except mutually endorsed insurance carriers or such other
384 concerns that shall have specific Association clearance or which shall have been invited
385 by a majority of the faculty in the building.

386 Section H. Harassment:

387 The District shall investigate and take appropriate disciplinary action when an employee
388 complains that he/she has been harassed (including sexual harassment). Following the District
389 investigation, the District shall give the employee a written report, which shall include findings
390 and recommendations.

391 For purposes of this Agreement the term "harass" or harassment" shall mean the use of words,
392 gestures or actions that offend, annoy, alarm or verbally abuse another person.

393 Section I. Faculty Meetings:

- 394 1. To facilitate communication among staff members, and with administrators, faculty
395 meetings will be held in each school at least once a calendar month during the school

396 year. These meetings shall be chaired by the building administrator, or the building
397 administrator's designee.

398 2. Faculty meetings will not start earlier than thirty (30) minutes before the normal
399 school day begins. In the event any faculty meeting continues past thirty minutes
400 after the release of students for the day, the employees may leave.

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ARTICLE IV. STAFF EVALUATION

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Section A. Authority:

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405 All employee evaluations shall be conducted in accordance with RCW 28A.405.100, WAC 392-
406 919 and this agreement.

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Section B. Introduction:

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1. The Professional Growth and Evaluation (PG&E) process and procedures set forth herein for classroom teachers are intended to improve the education program by improving the quality of instruction. The PG&E process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The PG&E system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by valuing the importance of objective standards and minimizing subjectivity.

2. The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson (CDIF) and included in this document as Appendix A. Equitable practices reflect the belief that education of superior quality for all students must include appreciation of and respect for cultural differences, and must correct policies and practices that have resulted in negative and disparate educational impacts. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

3. The parties agree that the Professional Growth and Evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:

- a. An evaluation system must be meaningful, helpful, and objective;
- b. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
- c. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and

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d. 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.

4. Additionally, the parties agree that the PG&E process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025: To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.

Section C. General Principles:

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades or progress reports for students.

a. The term “classroom teacher” does not include ESA’s, counselors, librarians, media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will discuss and determine an appropriate evaluation system with input from the SLEA.

b. In cases of a split assignment that includes both classroom teaching and one of the excluded categories, the employee will be evaluated under the system for the assignment that comprises the majority of their time. In cases where the assignment is evenly split, the PG&E system shall be utilized.

c. Provisional employees are defined as in RCW 28A.405.220

Notwithstanding the provisions of RCW [28A.405.210](#), every person employed by a school district in a teaching or other nonsupervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by such district, unless: (a) The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with the new district; or (b) the employee has received an evaluation rating below level 2 on the four-level rating system established under RCW [28A.405.100](#) during the third year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating; or (c) the school district superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year

484 of employment by the district. Employees as defined in this section shall hereinafter be
485 referred to as "provisional employees."

486
487 2. The classroom teacher's immediate supervisor will be responsible for the teacher's
488 evaluation. The immediate supervisor will be determined by the organization plan of the
489 District. Any teacher responsible to more than one (1) supervisor will be evaluated on a single
490 evaluation form and will be notified in writing by September 15th who their primary evaluator
491 will be. If an employee is assigned to multiple work sites, the supervisor at one (1) additional
492 work site may provide written observational feedback to the primary evaluator. All procedures
493 for observations outlined in subsequent sections of this Article must be followed for this
494 observational feedback. Employees hired after September 15th will be notified in writing by their
495 supervisor with fifteen (15) days of employment.

496
497 3. Prior to September 15th, and if applicable, in accordance with the previous summative
498 evaluation conference, the classroom teacher shall be notified in writing whether they will be
499 evaluated using the Comprehensive Cycle or Focused Cycle. Under extraordinary circumstances,
500 the PG&E cycle may be changed mid-year in accordance with the procedures outlined in this
501 Article.

502
503 4. Only the appropriate, negotiated PG&E forms may be used to document the PG&E
504 process. Forms, artifacts, observation reports, and other documentation related to the PG&E
505 process shall be maintained by mutual agreement between the employee and the supervisor.

506
507 5. A copy (paper or electronic) of the state evaluation criterion and 2013 CDIF shall be
508 provided to each staff member within fifteen (15) working days of employment. Annual
509 electronic notification of the same shall be provided to all classroom teachers in September of
510 each school year.

511
512 6. Instructional coaches, school improvement facilitators, and school-based specialists
513 are non-supervisory staff who support the improvement of instructional and/or administrative
514 practices in order to improve student achievement. They will not be consulted in the
515 performance or evaluation of SLEA members.

516
517 7. SLEA members will not evaluate other SLEA members.

518
519 8. Evaluations shall be filed in the staff member's personnel file at the District Office no
520 later than July 31st.

521
522 9. In the case of a mid-year resignation, retirement, transfer, or change in leave status of a
523 classroom teacher or evaluator, evaluations will be made as follows:

524
525 a. Employees who resign, retire, or enter a leave status greater than 90 days
526 during the school year will have a final evaluation.

527

528 b. If a classroom teacher is transferred to another position not under his or her
529 current evaluator, the teacher’s annual evaluation shall be made by the new evaluator at
530 the end of the year, following procedures outlined in the Article. The initial evaluator
531 may provide written observation feedback to the primary evaluator if all procedures for
532 observations outlined in this Article were followed.

533
534 c. If an evaluator resigns, retires, transfers, or enters a leave status greater than 90
535 days within the school year, the classroom teacher’s annual evaluation shall be completed
536 by the evaluator supervising the teacher in June of the school year, using all documented
537 observations, provided all procedures and time lines outlined in this Article were
538 followed by both the former and current evaluator.

539
540 10. In accordance with RCW 28A.405.130, no administrator, principal, or other
541 supervisory personnel may evaluate a teacher without having received training in PG&E
542 procedures, including the 2013 CDIF. Such training shall include ongoing professional
543 development designed to implement the PG&E system and maximize rater agreement. Prior to
544 October 1st of each year, SLSD will provide to SLEA a list of principals and other administrators
545 who have received training on the PG&E system. SLSD will ensure that principals hired after
546 September 15th will be provided PG&E training within thirty (30) days of employment.

547
548 11. The District will adhere to the following record-keeping requirements:

549 a. Forms used in the PG&E process must be those included in this negotiated
550 agreement

551
552 b. Observation reports, forms, artifacts, and other evaluation documentation shall
553 be maintained shall be maintained by mutual agreement between the employee and the
554 supervisor.

555
556 c. All documents, artifacts, and other evidence to be used in evaluation must be
557 shared between the evaluator and the classroom teacher. Notification must be provided
558 when any evidence is placed in an electronic file.

559
560 d. Teachers shall not be required to share personal self-assessment information
561 created for the PG&E process.

562
563
564 Section D. State Criterion and Instructional Framework:

565
566 1. The state evaluation criterion are:

567 a. Centering instruction on high expectations for student achievement;

568
569 b. Demonstrating effective teaching practices;

- 572 c. Recognizing individual student learning needs and developing strategies to
573 address those needs;
574
575 d. Providing clear and intentional focus on subject matter content and curriculum
576
577 e. Fostering and managing a safe, positive learning environment;
578
579 f. Using multiple student data elements to modify instruction and improve
580 student learning;
581
582 g. Communicating and collaborating with parents and the school community; and
583
584 h. Exhibiting collaborative and collegial practices focused on improving
585 instructional practices and student learning.

586
587 2. The instructional framework:

588
589 a. The parties have agreed to the adopted evidence-based framework developed
590 by Charlotte Danielson and approved by OSPI, including the state-mandated components
591 related to student growth.

592
593 b. Nothing in the instructional framework will be binding on either party if it is
594 contrary to the terms and conditions described in this agreement. Upon mutual
595 agreement, the parties may select an OSPI approved revised or different instructional
596 framework.
597

598 Section E. Definitions:

599
600 1. Artifact – Artifact shall mean any product generated, developed, obtained or used by a
601 classroom teacher, and submitted by the teacher or evaluator as evidence in the PG&E process.
602 With few exceptions, artifacts should not be created specifically for the PG&E system, but
603 should be a “natural harvest” of products generated in the course of the teacher’s practice.
604

605 2. Criterion – Criterion shall mean one of the eight (8) state defined categories to be
606 scored, as referenced in Section E of this Article.
607

608 3. Component – Component shall mean a sub-section of the CDIF domain, each of
609 which is aligned with one of the eight criteria. Components include the twenty-two (22)
610 Charlotte Danielson components plus the five (5) state mandated student growth components.
611

612 4. Critical Attributes – Critical Attributes shall mean examples of characteristics and
613 qualities that provide guidance in distinguishing between practices at adjacent levels of
614 performance as described in the CDIF rubric. The Critical Attributes are not to be used as a
615 checklist when scoring components; they are examples to help determine levels of proficiency.
616

617 5. Domain – Domain shall mean one of four CDIF domains, including: Planning and
618 Preparation, Classroom Environment, Instruction, Professional Responsibilities.

619
620 6. Evidence – Evidence shall mean artifacts, observation reports, or other appropriately
621 documented observations of the teacher’s knowledge and skill in relation to the eight state
622 criteria. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio,
623 but rather, is a sampling of data to inform the decision about level of performance. It should be
624 gathered from the normal course of employment. Student and parent input are not prohibited, but
625 shall not be required as evidence.

626
627 7. Not Satisfactory – According to RCW 28A.405.100, “Not Satisfactory” shall mean:

628
629 a. Level 1 Unsatisfactory – receiving a 1-Unsatisfactory final evaluation is “Not
630 Satisfactory” for any teacher;

631
632 b. Level 2 Basic – a classroom teacher’s work is judged as “Not Satisfactory” for
633 any teacher on a continuing contract with more than five years of teaching experience in
634 the state, who receives a level 2 evaluation performance rating and if the level 2
635 comprehensive summative evaluation performance rating has been received for two
636 consecutive years or for two years within a consecutive three year time period.

637
638 8. Observation – Observation shall mean the gathering of evidence made through
639 classroom or worksite visits, or other visits, work samples, or conversations that allow for the
640 gathering of evidence of the performance of assigned duties, for the purpose of examining
641 evidence over time using the instructional or leadership framework rubrics pursuant to this
642 section.

643
644 9. Rubric – Rubric shall mean the progressive, four-tier description to classify levels of
645 performance on each of the CDIF components.

646
647 10. Student Growth Data – Student Growth Data shall mean the change in student
648 achievement between two points in time. Student growth data must be based on multiple
649 measures that can include classroom-based, school-based, district-based, and state-based tools.
650 Assessments used to demonstrate growth must be appropriate, relevant, and may include both
651 formative and summative measures

652
653 Section F. Scoring:

654
655 Scoring for the purpose of evaluation consists of two parts, the summative performance rating
656 and the student growth summative score.

657
658 1. Each component score and criterion score will be assigned the following numeric
659 values:

660
661 a. Unsatisfactory – 1

- 662 b. Basic – 2
663 c. Proficient – 3
664 d. Distinguished – 4
665

666 2. Component scores- Evidence will be gathered over the year to inform the component
667 scores, using a growth philosophy; if growth is made over the year, the later scores will be given
668 greater consideration in determining a final component score. All components of an applicable
669 criterion shall be scored.
670

671 3. The eight criteria scores will be arrived at using the agreed upon form, Appendix H.

672 Section G. Summative Performance Rating for Comprehensive Evaluation:
673

674 A classroom teacher shall receive a summative criterion rating for each of the eight (8) state
675 evaluation criteria. The overall summative rating is determined by totaling the eight (8)
676 criterion-level scores as follows:
677

- 678 a. 8 – 14: Unsatisfactory
679 b. 15 – 21: Basic
680 c. 22 – 28: Proficient
681 d. 29 – 32: Distinguished
682

683 Section H. Student Growth Summative Score for Comprehensive Cycle:
684

685 1. Embedded in the instructional framework are five (5) components designated as
686 student growth components. These components are embedded in the criteria as SG 3.1, SG 3.2,
687 SG 6.1, SG 6.2, and SG 8.1. The student growth score is determined by totaling the scores on
688 these five components, and the employee is given a student growth summative score as follows:
689

- 690 a. 5 – 12: Low
691 b. 13 – 17: Average
692 c. 18 – 20: High
693

694 2. A score of 1-Unsatisfactory in either of the student growth components SG 3.2 or SG
695 6.2 requires the employee is given a student growth summative score of “Low”.
696

697 3. If a teacher receives a 4-Distinguished overall summative rating and a Low student
698 growth summative score, the Comprehensive Summative Evaluation Performance Rating
699 (CSEPR) will be a Level 3-Proficient.
700

701 4. A Low student growth summative score will initiate the student growth inquiry
702 process.
703

704 5. The student growth inquiry process:
705

706 Within two months, or at the beginning of the following school year, the evaluator must initiate
707 at least one of the following actions:

708
709 a. Examine student growth data in conjunction with other evidence, including
710 observations, artifacts, and other student and teacher information based on appropriate
711 classroom, school district, and state tools and practices;

712
713 b. Examine extenuating circumstances which may include one or more of the
714 following:

715 1. Goal setting process,

716
717 2. Content and expectations,

718
719 3. Student attendance;

720
721 4. Extent to which standards, curriculum, and assessments are
722 aligned;

723
724 c. Schedule monthly conferences focused on improving student growth to include
725 one or more of the following topics:

726
727 1. Student growth goal revisions, refinement, and progress,

728
729 2. Best practices related to instruction areas in need of attention,

730
731 3. Best practices related to student growth data collection and
732 interpretation;

733
734 d. Create and implement a professional development plan to address student
735 growth areas.

736
737 Section I. Comprehensive Evaluation:

738
739 1. The Comprehensive Evaluation assesses all eight (8) state evaluation criteria. All
740 classroom teachers shall receive a Comprehensive Evaluation at least once every four years. The
741 Comprehensive Cycle shall be used for all provisional classroom teachers and any classroom
742 teacher who has not received a Level 3-Proficient or above on the previous year's
743 Comprehensive Summative Evaluation Performance Rating (CSEPR).

744
745 2. Self-Assessment

746
747 a. Prior to the Comprehensive Cycle Conference 1 (CCC-1), the teacher shall
748 complete a self-assessment using Form 1-Self Assessment, and may elect to share this
749 Self-Assessment with his or her evaluator. While the teacher shall not be required to
750 share his or her self-assessment with the evaluator, the self-assessment process should

751 inform the discussion of professional growth goals in the Comprehensive Cycle
752 Conference 1. The evaluator shall neither encourage nor discourage the teacher to share
753 his or her self-assessment at any point during the PG&E process.

754

755 3. Goal Setting

756

757 a. With the advice of the principal, the teacher shall determine student growth
758 goals for Components SG 3.1, SG 6.1, and SG 8.1 on Form #2-Student Growth Goals.
759 The goal for SG 3.1 and SG 8.1, or SG 6.1 and SG 8.1, may be the same goal.

760

761 b. Student growth goal setting and goal achievement will focus on assessments
762 close to the classroom; professional development emphasis will be on setting specific
763 measurable, attainable, relevant, and timely (SMART) goals.

764

765 c. Student growth must take into account multiple measures. Teachers shall select
766 which assessment measures to use as part of the goal-setting process. Teachers may use
767 formative or summative assessments, and may choose classroom based assessments,
768 school-wide, district-wide, state-wide, and/or nation-wide assessments.

769

770 d. Teachers are encouraged to align student growth goals with the School
771 Improvement Plan (SIP), exploring how small-group, whole class, or team/department
772 goals could work in support of a school-wide goal or area of focus.

773

774 e. Teachers will only be required to set goals for one subject and/or class.

775

776 4. Comprehensive Cycle Conference 1 (CCC-1)

777

778 a. The Comprehensive Cycle Conference 1 (CCC-1) shall be held prior to
779 November 1st and prior to any scheduled observations of the teacher.

780

781 b. The purpose of CCC-1 is to discuss the teacher's evaluation process for the
782 year, including student growth goals and potential/artifacts to be collected throughout the
783 year to assess the teacher's performance on the evaluative criteria, as well as to establish
784 a date and time, as chosen by the teacher, for the first scheduled observation.

785

786 c. A pre-observation conversation may also be conducted during CCC-1. If the
787 first observation is not scheduled to follow shortly after the CCC-1, a separate pre-
788 observation meeting is encouraged, but not required.

789

790 5. The First Observation

791

792 a. The first of at least two (2) required observations shall be scheduled, by the
793 teacher, in advance and conducted after October 1st and before December 18th; it must
794 take place after the CCC-1. The first observation shall be a minimum of thirty (30)

795 minutes in duration; when possible, the evaluator will attempt to observe a complete
796 lesson.

797
798 b. The evaluator will promptly document the required observations using Form 3
799 Observation Report and provide a copy to the employee within three (3) days of the
800 observation (RCW 28A.405.100). This report will include the first initial performance
801 level scoring on the components observed.

802
803 (1) Criteria or components not observed shall not be negatively construed
804 except in a situation where a skill/practice should have been employed during the
805 observation and was not employed.

806
807 (2) It is neither necessary, nor likely possible, to address all components
808 within the context of one observation.

809
810 c. After receiving the observation documentation/report, the teacher may provide
811 to the evaluator additional artifacts/evidence related to the observation to aid in the
812 assessment of the teacher's professional performance against the 2013 CDIF rubric and
813 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
814 Artifact Checklist. If possible, this evidence shall be provided at least one (1) day prior to
815 the post-observation conference.

816
817 6. First Observation Post-Conference, Comprehensive Cycle Conference 2 (CCC-2)
818

819 a. The Comprehensive Cycle Conference 2 (CCC-2) will be held within ten (10)
820 days after the first scheduled observation and before December 20th.

821
822 b. During the CCC-2, the evaluator and employee will discuss the levels of
823 performance for the components included in the evaluator's first initial written
824 observation report. If there is a disagreement about the scoring, the scoring will be
825 discussed using the evidence collected by both the evaluator and employee, and revisions
826 to the initial report may be made. If consensus is not reached, the evaluator's initial
827 assessment will remain unchanged.

828
829 c. The purpose of the CCC-2 is to review and discuss the evaluator's and
830 teacher's evidence related to the scoring criteria during the observation, review and
831 discuss any additional artifacts related to evaluation, review progress related to student
832 growth goals, and discuss the teacher's performance with respect to the eight evaluation
833 criteria.

834
835 d. If there is an area of concern, the evaluator will identify specific concerns for
836 the applicable criteria and provide possible solutions to remedy the concern in writing
837 within the observation report.

838

839 e. Opportunities for professional growth that are not areas of concern should be
840 discussed and may be included within the written observation report.

841
842 7. The Second Observation

843
844 a. The second of at least two required observations may be unscheduled. It shall
845 be conducted after January 15th and before May 1st. It must take place after CCC-2, and
846 shall be a minimum of thirty (30) minutes.

847
848 b. This observation will not take place during a half day schedule, or on the last
849 student day before spring break.

850
851 The evaluator will promptly document the required observations using Form 3
852 and provide a copy to the employee within three (3) days of the observation. This report
853 will include the second initial performance level scoring on the components observed.

854
855 (1) Criteria or components not observed shall not be negatively construed
856 except in a situation where a skill/practice should have been employed during the
857 observation and was not employed.

858
859 (2) It is neither necessary, nor likely possible, to address all components
860 within the context of one observation.

861
862 d. After receiving the observation documentation/report, the teacher may provide
863 to the evaluator additional artifacts/evidence related to the observation to aid in the
864 assessment of the teacher's professional performance against the 2013 CDIF rubric and
865 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
866 Artifact Checklist. If possible, this evidence shall be provided at least one (1) day prior to
867 the post-observation conference.

868
869 8. Second Post-Observation Conference, Comprehensive Cycle Conference 3 (CCC-3)

870
871 a. The Comprehensive Cycle Conference 3 (CCC-3) will be held within ten days
872 of the second required observation and before May 5th.

873
874 b. During the CCC-3, the evaluator and employee will discuss the levels of
875 performance for the components included in the evaluator's second initial written
876 observation report. If there is a disagreement about the scoring, the scoring will be
877 discussed using the evidence collected by both the evaluator and employee, and revisions
878 to the initial report may be made. If consensus is not reached, the evaluator's initial
879 assessment will remain unchanged.

880
881 c. The purpose of the CCC-3 is to review and discuss the evaluator's and
882 teacher's evidence related to the scoring criteria during the observation, review and
883 discuss any additional artifacts related to evaluation, review progress related to student

884 growth goals, and discuss the teacher’s performance with respect to the eight evaluation
885 criteria.

886

887 d. If there is an area of concern, the evaluator will identify specific concerns for
888 the applicable criteria and provide possible solutions to remedy the concern in writing
889 within the observation report.

890

891 e. Opportunities for professional growth that are not areas of concern should be
892 discussed and may be included within the written observation report.

893

894 9. Additional Observations

895

896 a. Additional observations may be necessary to collect further evidence of the
897 teacher’s professional practice related to the eight evaluative criteria. These observations
898 are not required to be pre-scheduled, do not have to be in the classroom, and can include
899 anything the teacher may do that is directly observed in a professional setting by the
900 teacher’s evaluator. The teacher must know they are being observed and these observation
901 must be a minimum of ten (10) minutes in length.

902

903 b. A series of brief observations conducted within a period of ten (10) days may
904 be considered a single observation and documented in a single written observation report
905 provided to the teacher within three (3) days of the final observation.

906

907 c. Any observation to be used in the PG&E process as evidence must be
908 documented, and a written observation report provided to the teacher within three (3)
909 days of the observation.

910

911 d. Any time after an additional observation a teacher may request a post-
912 observation conference to discuss the written observation report.

913

914 10. Electronic artifacts

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916 a. All observations shall be conducted openly and in person.

917

918 b. Mechanical or electronic devices shall not be used to listen to, record and/or
919 photograph any class or observable activity without the prior knowledge and written
920 consent of the teacher. Written consent must be given for each incidence of mechanical
921 or electronic listening, recording and/or photographing. If any electronic audio and/or
922 visual recordings are made, they shall be retained as artifacts in an electronic file, within
923 the evaluative process.

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925 11. Artifact submission

926

927 a. The teacher and evaluator will collect and share artifacts and evidence to aid in
928 the assessment of the teacher’s professional performance against the instructional

929 framework teacher evaluation rubric, especially for those criteria not observed in the
930 classroom.

931
932 b. The artifacts provided by the teacher shall be used, along with other evidence
933 collected by the principal, to determine the evaluation criteria scores.

934
935 c. With few exceptions, artifacts should not be created specifically for the PG&E
936 system, but should be a “natural harvest” of products generated in the course of the
937 teacher’s practice.

938
939 d. Emphasis should be placed on the collection of a small number of high quality
940 artifacts demonstrating teacher performance, rather than upon the quantity of artifacts
941 submitted.

942 943 12. Comprehensive Summative Evaluation

944
945 a. A written summative evaluation, including a final summative score, must be
946 completed using Appendix H-Final Summative Evaluation Report and a copy
947 provided to the teacher prior to June 15th, or the last day of school, whichever is earlier.
948 The final summative score, including the student growth score, must be determined by an
949 analysis of evidence. This analysis will take a holistic assessment of the teacher’s
950 performance over the course of the year.

951
952 b. All evidence, measures and observations, used in developing the summative
953 evaluation score, must be based on the school year in which the evaluation is conducted
954 and must be documented using the procedures contained within this Article.

955
956 c. The teacher will sign two (2) copies of the Final Summative Evaluation Report.
957 The signature of the teacher indicates receipt and does not imply that the employee
958 agrees with the report’s content.

959
960 d. A signed copy of the comprehensive Final Summative Evaluation Report shall
961 be placed in the employee’s personnel file; the other shall remain with the employee.
962 The teacher may attach any written comments to the summative evaluation report, if
963 submitted within thirty (30) days of receipt of the report.

964 965 13. Summative Evaluation Conference, Comprehensive Cycle Conference 4 (CCC-4)

966
967 a. The Comprehensive Cycle Conference 4 (CCC-4) will be subsequent to the
968 preparation of the Summative Evaluation Report and prior to the last day of school.

969
970 b. The purpose of the CCC-4 is to review and discuss the Summative Evaluation
971 Report and decide upon the appropriate evaluation cycle for the next school year.

974 14. Provisional Employee Observations

975
976 a. The first required observation for newly hired provisional and leave
977 replacement contract teachers must be conducted within 60 days of their start date.

978
979 b. Employees in their third year of provisional status must have at least three (3)
980 observations, which will not be less than a total of ninety minutes. The third observation
981 shall follow the procedure for the Second required observation.

982
983 Section J. Focused Evaluation:

984
985 1. The Focused Cycle assesses one (1) state evaluation criterion. If a non-provisional
986 teacher has scored at Level 3-Proficient or Level 4-Distinguished the previous year
987 they are eligible to be evaluated using the Focused Cycle. The teacher can stay on the
988 Focused Cycle for three (3) years before returning to the Comprehensive Cycle. The
989 summative score from the most recent comprehensive evaluation becomes the focus
990 summative evaluation score for any of the subsequent years in which the certificated
991 classroom teacher is placed on a focused evaluation. Should a teacher provide
992 evidence of exemplary practice on the chosen focused criterion, a level 4
993 (Distinguished) score may be awarded by the evaluator, for that school year.

994
995 All employees will be notified in writing by December 15th if they are being moved
996 from a Focused Evaluation to a Comprehensive Evaluation. The employee being
997 moved will receive a formal observation between September 15th and December 1st.
998 The employee will have had a post conference with their evaluator.

999
1000 The teacher or the evaluator can initiate a move from the Focused to the
1001 Comprehensive Cycle. A decision to move a teacher from a Focused to a
1002 Comprehensive Evaluation must occur within the first forty-five (45) days of the
1003 school year and all procedures and timelines for the Comprehensive Cycle must be
1004 followed. If it is not possible to meet the Comprehensive Cycle timelines, a move to
1005 the Comprehensive Cycle may not be made that school year.

1006
1007 2. Focused Professional Growth Plans

1008
1009 a. Prior to the Focus Cycle Conference 1 (FCC-1), the teacher (or group of
1010 teachers) shall outline a professional growth plan and related activities linked to at
1011 least one of the state evaluative criteria.

1012
1013 b. If employees choose criterion 1, 2, 4, 5, or 7 they must also choose to
1014 complete the student growth components in either criterion 3 or 6.

1015
1016 c. Each teacher shall document their professional growth plan on Form 5-
1017 Focused Professional Growth Plan and their student growth goal for components
1018 SG-3.1 and SG-3.2 or SG-6.1 and SG-6.2, on Form 2-Student Growth Goals.

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3. Goal Setting.

a. A Focused Evaluation professional growth plan and related activities need to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 3, 6, or 8 a student growth evaluation component is included within that criterion. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also choose to complete the student growth components in criterion 3 or 6.

b. The professional growth plan and activities shall be proposed by the teacher at the Focused Cycle Conference-1 (FCC-1), but must be approved by the evaluator.

c. A group of teachers may focus on the same evaluation criteria and share professional growth plans and/or activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal or plan. Group members will still receive individual summative scores based on evidence of their own professional practice.

d. The role of the evaluator is to assist the teacher in developing the professional growth plan and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement the plan. Resources may include, but are not limited to: time, materials, facilitation, and or professional development.

e. The score received on the selected criterion, including the student growth components, is the score assigned as the final evaluation summative score, using the Criteria scoring method. A score of Level 1-Low in the student growth component SG 3.2 or SG 6.2 will trigger a student growth inquiry.

4. Focused Cycle Conference 1 (FCC-1)

a. The Focused Cycle Conference 1 (FCC-1) shall be held before October 15th and prior to any scheduled observations of the teacher.

b. The purpose of FCC-1 will be to discuss the employee's professional growth plan for the year, including student growth goals and potential evidence/artifacts to be collected throughout the year to facilitate the scoring of the selected criteria. Employees working together on a shared professional growth plan may elect to meet with the evaluator as a group.

c. At this conference, the evaluator shall review and suggest necessary revisions to the professional growth plan, as well as discuss possible resources that may be allocated to support the plan and related activities.

1063 d. The professional growth plan must meet the evaluator’s approval no later than
1064 October 31st. If the professional growth plan is not approved by October 31st the
1065 employee will be moved to the Comprehensive Evaluation Cycle for that school year.
1066

1067 5. The First Observation

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1069 a. The first of at least two (2) required observations shall be scheduled by the
1070 teacher in advance and conducted after October 1st and before December 18th; it must
1071 take place after the FCC-1. The first observation shall be a minimum of thirty (30)
1072 continuous minutes in duration or the observation may be thirty (30) non-continuous
1073 minutes within a ten (10) day period; when possible, the evaluator will attempt to observe
1074 a complete lesson.

1075 b. No pre- or post-observation conference is required. A pre-observation
1076 conference may be requested by the teacher. A post-observation conference may be
1077 requested by either the employee or evaluator.
1078

1079 c. If the Focused professional growth plan is linked to criteria 4, 7, or 8, the
1080 observations need not be limited to the classroom, but may take place in any professional
1081 setting, such as a staff meeting or parent-student-teacher conference.
1082

1083 d. A series of brief observations conducted with a period of ten (10) days may be
1084 considered a single observation and documented in a single written observation report
1085 provided to the teacher within three (3) days of the observation
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1087 e. The evaluator will promptly document the required observations using Form 3-
1088 Observation Report and provide a copy to the employee within three (3) days of the
1089 observation. This report will include the first initial performance level scoring on the
1090 components observed.
1091

1092 (1) Criteria or components not observed shall not be negatively construed
1093 except in a situation where a skill/practice should have been employed during the
1094 observation and was not employed.
1095

1096 (2) It is neither necessary, nor likely possible, to address all components
1097 within the context of one observation.
1098

1099 f. After receiving the observation documentation/report, the teacher may provide
1100 to the evaluator additional artifacts/evidence related to the observation to aid in the
1101 assessment of the teacher’s professional performance against the 2013 CDIF rubric and
1102 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
1103 Artifact Checklist. If applicable and possible, this evidence shall be provided at least one
1104 (1) day prior to the post-observation conference.
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6. Focused Cycle Conference 2 (FCC-2)

a. The Focused Cycle Conference 2 (FCC-2) will be conducted between January 5th and February 28th.

b. During the FCC-2, the evaluator and employee will discuss progress on the professional growth plan and related activities, check assumptions, and discuss any additional needed support or resources. Employees working together on a shared professional growth plan may elect to meet with the evaluator as a group.

7. The Second Observation

a. The second of at least two required observations may be unscheduled. It shall be conducted after January 15th and before May 1st. It must take place after FCC-2, and shall be a minimum of thirty (30) minutes in duration or the observation may be non-continuous within a ten (10) day period; when possible, the evaluator will attempt to observe a complete lesson.

b. This observation will not take place during a half day schedule or on the last student day before spring break.

c. No pre- or post-observation conference is required. A pre-observation conference may be requested by the teacher. A post-observation conference may be requested by either the employee or evaluator.

d. If the Focused professional growth plan is linked to criteria 4, 7, or 8, the observations need not be limited to the classroom, but may take place in any professional setting, such as a staff meeting or parent-student-teacher conference.

e. A series of brief observations conducted with a period of ten (10) days may be considered a single observation and documented in a single written observation report provided to the teacher within three (3) days of the observation

f. The evaluator will promptly document the required observations using Form 3-Observation Report and provide a copy to the employee within three (3) days of the observation. This report will include the second initial performance level scoring on the components observed.

(1) Criteria or components not observed shall not be negatively construed except in a situation where a skill/practice should have been employed during the observation and was not employed.

(2) It is neither necessary, nor likely possible, to address all components within the context of one observation.

g. After receiving the observation documentation/report, the teacher may provide to the evaluator additional artifacts/evidence related to the observation to aid in the

1153 assessment of the teacher’s professional performance against the 2013 CDIF rubric and
1154 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
1155 Artifact Checklist. If applicable and possible, this evidence shall be provided at least one
1156 (1) day prior to the post-observation conference.

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8. Additional observations

1160 a. Additional observations may be necessary to collect further evidence of the
1161 teacher’s professional practice related to the eight evaluative criteria. These observations
1162 are not required to be pre-scheduled, do not have to be in the classroom, and can include
1163 anything the teacher may do that is directly observed in a professional setting by the
1164 teacher’s evaluator. The teacher must know they are being observed and these
1165 observations must be a minimum of ten (10) minutes in length.

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1168 b. A series of brief observations conducted within a period of ten (10) days may
1169 be considered a single observation and documented in a single written observation report
1170 provided to the teacher within three (3) days of the observation.

1171

1172 c. Any observation to be used in the PG&E process as evidence must be
1173 documented, and a written observation report provided to the teacher within three (3)
1174 days of the observation.

1175

1176 d. Any time after an additional observation a teacher may request a post-
1177 observation conference to discuss the written observation report.

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1179 9. Electronic artifacts

1180

1181 a. All observations shall be conducted openly and in person.

1182

1183 b. Mechanical or electronic devices shall not be used to listen to, record and/or
1184 photograph any class or observable activity without the prior knowledge and written
1185 consent of the teacher. Written consent must be given for each incidence of mechanical
1186 or electronic listening, recording and/or photographing. If any electronic audio and/or
1187 visual recordings are made, they shall be retained as artifacts in an electronic file, within
1188 the evaluative process.

1189

1190 10. Artifact submission

1191

1192 a. The teacher and evaluator will collect and share artifacts and evidence to aid in
1193 the assessment of the teacher’s professional performance against the instructional
1194 framework rubric, especially for those criteria not observed in the classroom.

1195

1196 b. The artifacts provided by the teacher shall be used, along with other evidence
1197 collected by the principal, to determine the evaluation criteria scores.

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c. With few exceptions, artifacts should not be created specifically for the PG&E system, but should be a “natural harvest” of products generated in the course of the teacher’s practice.

d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than upon the quantity of artifacts submitted.

11. Focused Summative Evaluation

a. A written summative evaluation, including a final summative score, must be completed using Appendix H, Final Summative Evaluation Report and a copy provided to the teacher prior to June 15th, or the last day of school, whichever is earlier. The final summative score, including the student growth score, must be determined by an analysis of evidence. The score received on the selected criterion will be shared with the teacher. His/her actual score will be the summative score from the most recent comprehensive evaluation unless he/she provide evidence of exemplary practice on the chosen focused criterion, where a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

b. All evidence, measures, and observations used in developing the summative evaluation score, must be based on the school year in which the evaluation is conducted and must be documented using the procedures contained within this Article.

c. The teacher will sign two (2) copies of the Focused Final Summative Evaluation Report. The signature of the teacher indicates receipt and does not necessarily imply that the employee agrees with the report’s content.

d. A signed copy of the Focused Final Summative Evaluation Report shall be placed in the employee’s personnel file; the other shall remain with the employee. The teacher may attach any written comments to the summative evaluation report, if submitted within thirty (30) days of receipt of the report.

12. Summative Focused Evaluation Conference, Focused Cycle Conference 3 (FCC-3)

a. The Focused Cycle Conference 3 (FCC-3) will occur subsequent to the preparation of the Summative Focused Evaluation Report and prior to the last day of school.

b. The purpose of the FCC-3 is to review and discuss the Summative Evaluation Report and decide upon the appropriate evaluation cycle for the subsequent year.

1243 Section K. Support for Level 1-Unsatisfactory and Level 2-Basic Employees:
1244

1245 1. The Association will be notified in writing, no less than ten (10) work days prior to the
1246 start of the new school year when any certificated employee receives a score below Level 3-
1247 Proficient on their Comprehensive Summative Evaluation rating the previous spring.
1248

1249 2. Support
1250

1251 a. When an employee receives a score below Level 3-Proficient on their
1252 Comprehensive Summative Evaluation rating, additional support shall be granted to the
1253 employee to support their professional growth.
1254

1255 b. In the event that a teacher on a continuing contract with more than five (5)
1256 years of experience receives a Comprehensive Summative Evaluation rating of Level 2-
1257 Basic, then a Professional Support Plan will be developed by the teacher and evaluator
1258 and put into place no later than October 15th of the subsequent school year.
1259

1260 (1) A Professional Support Plan will identify the specific evaluative areas
1261 needing growth and the desired performance expectations. Additionally, the plan
1262 will provide for periodic performance feedback during that school year.
1263

1264 (2) A Professional Support Plan shall offer support provided and funded
1265 by the district. A minimum level of support will include:
1266

1267 (a) A mentor, experienced with the level (e.g. elementary, middle,
1268 secondary) of the teacher and trained in the 2013 CDIF to work with the teacher
1269 for up to twenty-two and one-half hours (22.5) during the duration of the
1270 professional support plan.
1271

1272 (b) At least three (3) days of release time to observe and/or be
1273 observed by other teachers in the district.
1274

1275 (c) Relevant professional development courses, conferences,
1276 and/or materials, upon request, up to \$1,000.00.
1277

1278 (d) Access to online training materials related to the 2013 CDIF.
1279

1280 (e) Additional supports may be discussed and added by mutual
1281 agreement of the teacher and evaluator.
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1283 (3) No documentation related to the Professional Support Plan shall be
1284 placed in the employee's personnel file.
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1288 Section L. Probation:

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1290 1. At any time after October 15th, an employee who is identified as Not Satisfactory
1291 according to RCW 28A.405.100, shall be placed on probation and notified in writing of the
1292 specific areas of deficiency and provided a written, reasonable plan of improvement.

1293
1294 2. Probation

1295
1296 a. An employee's performance is judged Not Satisfactory, and the employee will
1297 be placed on probation, when:

1298
1299 (1) The overall comprehensive summative evaluation score is Level 1-
1300 Unsatisfactory; or

1301
1302 (2) A continuing contract teacher, under RCW 28A.405.210, with more
1303 than five (5) years of teaching experience, receives a Comprehensive Summative
1304 Evaluation score of Level 2-Basic for the second time in the last three (3)
1305 years.

1306
1307 b. Teachers may only be placed on probation using the Comprehensive
1308 Summative Evaluation score determined by the Comprehensive Cycle.

1309
1310 c. Teachers on continuing contracts who have been assigned to teach outside of
1311 their endorsements shall not be subject to non-renewal or probation based on evaluations
1312 of their teaching effectiveness in the out-of-endorsement assignments.

1313
1314 d. In the event that a teacher merits probation, the evaluator shall report the same
1315 in writing to the Superintendent. The report shall include the following:

1316
1317 (1) The evaluation report; and

1318
1319 (2) A recommended specific and reasonable program designed to assist
1320 the employee in improving his or her professional performance.

1321
1322 e. If the Superintendent concurs with the administrator's judgment that the
1323 performance of the employee is Not Satisfactory, the Superintendent shall place the
1324 teacher in a probationary status for a period of sixty (60) days, any time after October
1325 15th. Before being placed on probation, the Association and the teacher shall be given
1326 notice of action from the Superintendent which shall contain the following
1327 information:

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1329 (1) Specific areas of performance deficiencies identified from the
1330 instructional framework;

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1332 (2) A suggested specific and reasonable program for improvement;

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(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 or her areas of deficiency.

f. Upon request from the teacher and/or principal, the Superintendent or designee shall consider an extension of the probationary period. Days may be added to the probationary status if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 1st of the same school year. In addition, 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 15th is Level 1-Unsatisfactory.

g. A written probationary plan of improvement will be developed and will include the specific evaluative criteria which must be met and the performance expectations 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, supports provided and funded by the district, and the dates those supports will be put in place. A minimum level of support will include:

1. An instructional coach, experienced with the level (e.g. elementary, middle, secondary) of the probationary teacher and trained in the Charlotte Danielson frameworks, to work with the probationary teacher for up to 45 hours during the probationary period.
2. At least three (3) days of release time to observe and/or be observed by other teachers in the district.
3. A second in-district administrator to observe the probationary teacher, at the request of the teacher.
4. Relevant professional development courses, conferences, and/or materials, upon request, up to \$1000.00.
5. Access to online training materials related to the 2013 CDIF evaluation frameworks.
6. The Association may bring in a mentor to assist the teacher during his/her probationary period.

h. Evaluation During the Probationary Period

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1. At, or about, the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.

2. During the probationary period the evaluator shall observe and meet with the probationary teacher at least twice a month, and make a written evaluation of the progress, if any, made by the employee. These reports must meet the requirements specified in this Article.

3. The probationary teacher may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in the areas of concern specifically detailed in his or her notice of probation, and his or her overall performance is deemed satisfactory.

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 jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.

i. A teacher must be removed from probation if he or she has demonstrated improvement in the areas of concern described as deficient, and his or her overall performance is deemed satisfactory. The teacher must be removed if he/she has five (5) or fewer years of experience and scores a Level 2-Basic or above, and a teacher of more than five (5) years of experience scores a Level 3 Proficient or above on his or her summative annual evaluation.

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

k. The evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall a). identify whether or not the performance of the probationary teacher has improved and b). 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 and identifying areas where further improvement is required; or

1419 (3) That the teacher has not demonstrated sufficient improvement in the stated
1420 areas of deficiency and action should be taken to non-renew the employment
1421 contract of the teacher.

1422
1423 I. Action by the Superintendent

1424
1425 (1) Following a review of the Post-Probation report, the Superintendent shall
1426 determine and implement the proper course of action.

1427
1428 (2) An employee who fails to successfully complete the probation process may
1429 have his or her probationary period extended at the discretion of the Superintendent,
1430 provided he or she has not received a summative evaluation rating of Level 1-
1431 Unsatisfactory for two years in a row.

1432
1433
1434 Section M. Non-Renewal (Discharge):

1435
1436 1. When a continuing contract teacher with five (5) or more years of experience receives
1437 a comprehensive summative evaluation rating of Level 1-Unsatisfactory for two (2) consecutive
1438 years, or received the rating of Level 1- Unsatisfactory twice within three years, and has
1439 completed the minimum 60-day probationary period without improvement, the District shall, no
1440 later than May 15th, implement the teacher notification of non-renewal (discharge) as provided in
1441 RCW 28A.405.300. An employee shall not be non-renewed for evaluation issues without a
1442 probationary period. Provisional employees are excluded from probation.

1443
1444
1445 2. An employee who receives a written notice of probable cause for non-renewal or
1446 discharge by the Superintendent, in accordance with this Article, shall have ten (10) days
1447 following receipt of said notice to file any notice of appeal.

1448
1449
1450 Section N. Provisional Employees:

1451
1452 1. Before non-renewing a provisional employee, the evaluator shall have made good faith
1453 efforts, beyond the minimum requirements of the evaluation process to assist the teacher in
1454 making satisfactory progress toward remediating deficiencies.

1455
1456 2. If, after the first ninety (90) days of the school year, an evaluator believes a provisional
1457 teacher may receive less than a Level 2 – Basic rating on their final summative evaluation,
1458 written notice shall be provided to the teacher and the Association prior to March 1st, or within
1459 twenty (20) days of the employee’s 60th day of employment, if the employee is new to the
1460 District (hired after the beginning of the school year).

1461
1462 3. Any notification of non-renewal shall be received no later than May 15th, as provided
1463 in RCW 28A.405.220

1464 Section O. Evaluation Results:

1465 1. Evaluation results shall be used:

1467
1468 a. To acknowledge, recognize, and encourage excellence in professional
1469 performance. The district must publicly recognize all employees receiving a Level
1470 4-Distinguished Comprehensive Summative Evaluation Performance Rating.

1471
1472 b. To document the level of performance by an employee in his or her assigned
1473 duties.

1474
1475 c. To identify specific areas for an employee's professional growth, based on the
1476 criteria included on the evaluation.

1477
1478 d. To document performance by an employee evaluated as Level 1-
1479 Unsatisfactory in accordance with this Article.

1480
1481 e. To be used as one of multiple factors in personnel decisions in accordance with
1482 this Article.

1483
1484 2. Evaluation results shall not be used to determine any type of base or additional
1485 compensation.

1486 ARTICLE V. STAFF REDUCTION AND RECALL

1487 Section A. Board Determination of Program:

1488 Prior to May 15, of each year, the Board shall determine whether the financial resources of the
1489 District will be adequate to permit the District to maintain its educational programs and services
1490 substantially at the same level for the next school year. If the Board determines that financial
1491 resources are not reasonably sufficient for the following school year, the Board shall adopt a
1492 modified educational program and identify those employees who will be retained to implement
1493 such a modified program, and those employees, if any, whose contracts will not be renewed for
1494 the next school year. In the event the Board determines that financial resources will not be
1495 sufficient to maintain the educational program at the same level, the Board shall notify the
1496 Association in writing of such determination as soon thereafter as possible. An outline of the
1497 District's anticipated financial condition will be included with said notification.

1498 Section B. Criteria for Modified Program:

1499 If the District adopts a modified or reduced educational program because of lack of financial
1500 resources, the following guidelines shall determine the programs and services to be retained,
1501 modified or eliminated.

1502 1. The needs of the students, requirements for graduation, requirements for
1503 accreditation, and minimum program requirements under state laws and regulations.

1504 2. Where revenues are categorical and depend upon actual expenditure rather than
1505 budgeted amounts, every effort will be made to maintain such programs, where
1506 reasonable, to the limit of the categorical support (i.e., vocational education, federally
1507 supported programs).

1508 3. Maintenance of pupil-teacher ratios at levels conducive to good learning climate. The
1509 severance of employees will be minimized to the extent possible.

1510 4. Reduction in expenditures, where reasonable and not categorically funded, in capital
1511 outlay, supplies and materials, contractual services and travel in an effort to retain as
1512 much of the basic educational program as possible within the resources available.

1513 Section C. Selection of Employees:

1514 In adopting a reduced educational program which will require reduction, modification or
1515 elimination of positions involving employees, the employees required to implement the modified
1516 or reduced educational program or services shall be selected as provided below.

1517 1. Normal Turnover: The District shall determine the number of certificated positions
1518 which will be open as a result of:

- 1519 (a) voluntary or mandatory retirements;
- 1520 (b) normal resignations;
- 1521 (c) other transfers; and
- 1522 (d) leaves of absence.

1523 2. Certification: Employees retained to implement the modified or reduced educational
1524 program shall possess a valid Washington State certificate/endorsement as may be
1525 required.

1526 3. Majors and Minors: Employees eligible for retention must have the equivalent of a
1527 college major or minor in a particular area, or two (2) years teaching experience in a
1528 particular area within the last five (5) years. Employees with college minors shall be
1529 eligible for retention in those minor areas if the employee has taught in said area for two
1530 (2) years within the last five (5) years.

1531 4. Groupings: Employees will be grouped district-wide first (1st) in the following
1532 categories:

- 1533 (a) Elementary, Grades Kindergarten through five (5);
- 1534 (b) Middle School, grades six (6) through eight (8);
- 1535 (c) Secondary, grades nine (9) through twelve (12).

1536 Employees will then be grouped by education specialties within the above division.
1537 Specialties are defined as normally accepted academic major and/or minor fields.

1538 5. Seniority: When more than one (1) employee qualifies for a position under the above
1539 criteria, the employee with the greatest seniority shall be retained first (1st). Seniority
1540 shall be determined by:

1541 a) First, the total number of years of certified teaching experience in the State of
1542 Washington.

1543 b) Second, the total number of years of certified teaching in the Soap Lake
1544 School District.

1545 c) Third, the total number of years of certified teaching experience.

1546 If it is necessary to give notice of non-renewal to employees under these procedures, the
1547 District shall prepare and distribute to all employees, prior to implementation thereof, a
1548 list ranking each employee from the greatest to the least seniority in each specialty area
1549 for which they qualify.

1550 Section D. Re-Employment Pool:

1551 1. Re-employment: All employees who are not recommended for retention in
1552 accordance with these procedures, and who are given notice of non-renewal of contract,
1553 shall be placed in a re-employment “pool” for possible re-employment for a period of two
1554 (2) years. Re-employment pool personnel will be given first opportunity to fill open
1555 positions within their qualifications under the guidelines herein. Members of the “pool”
1556 shall have first (1st) priority for substitute positions for which they are qualified.

1557 2. Notice of re-employment: When a vacancy occurs for which any person in the re-
1558 employment pool is qualified, notification from the District to such individual will be
1559 made by certified mail or personal contact by the Superintendent or his designee. Such
1560 person will have ten (10) calendar days from receipt of the letter or from the date of
1561 personal contact to accept the position.

1562 3. Failure to Accept an Offer of Employment: If an employee in the re-employment
1563 pool fails to accept a continuing position for which he/she is eligible, pursuant to the
1564 criteria set forth, such individual shall be dropped from the re-employment pool.

1565 4. Continuation of Insurance: Certificated personnel within the re-employment pool may
1566 pay their total medical insurance premiums to the District, and in turn, the District will
1567 forward the money to the appropriate medical payment center so that the member of the
1568 re-employment pool and/or their dependents will be included within the group medical
1569 insurance to the extent permitted by the insurance carrier.

1570 5. Retention of Rights: All rights accumulated by the employee prior to being placed in
1571 the re-employment pool shall be retained by the employee upon his/her return to active
1572 employment. Any credit for any education acquired during that two (2) years shall be
1573 granted. Acceptance of continuing employment as an employee in any other school

1574 district during that year shall constitute an automatic termination of placement in the re-
1575 employment pool.

1576 Section E. Miscellaneous:

1577 1. Judicial Relief: Notwithstanding the other sections of this Article, the Association
1578 retains the right to pursue judicial relief pursuant to RCW 28A.405.380.

1579 2. Exception: Employees who otherwise qualify to be members of the bargaining unit,
1580 under the 20/30 day substitute rule set out in Article I, Section B (Recognition), shall
1581 be exempted from the provisions of Article V. In the event of a RIF, the intention of
1582 the Parties shall be to retain regular bargaining unit member before retaining 20/30
1583 rule employees.

1584 ARTICLE VI. INSTRUCTION

1585 Section A. Academic Freedom:

1586 Pursuant to Washington law, the district has the final authority and responsibility to develop and
1587 adopt courses of study and lists of instructional materials. The parties adhere to the principle of
1588 the employee’s freedom to provide supplemental materials and to think and express ideas and
1589 concepts on issues, including controversial issues, when such are germane to the District’s
1590 instructional program, and when related to subject matter in a given grade level. Employees will
1591 use professional judgment in determining the appropriateness of the issues presented, taking into
1592 consideration the Parties’ commitment to the democratic tradition; a concern for the rights,
1593 growth and development of students; objective scholarship; and recognition of the maturity level
1594 of students. Further, the Parties agree that the district’s schools are not the appropriate forum for
1595 the expression of personal, religious or political views for the militant advocacy of any particular
1596 cause or point of view.

1597 Section B. Work Load and Class Size:

1598 1. Class size:

1599 a. The District shall maintain class size as follows:

- 1600 Kindergarten (K) twenty-four (24)
- 1601 First Grade (1) twenty-four (24)
- 1602 Second Grade (2) twenty-four (24)
- 1603 Third Grade (3) twenty-seven (27)
- 1604 Fourth Grade (4)..... twenty-seven (27)
- 1605 Fifth Grade (5) twenty-seven (27)

1606
1607 Except in traditionally large classes such as physical education, choir and band.
1608 For Elementary Specialists (Music, PE) the class size shall be limited to thirty-
1609 eight (38) students.

1610 Sixth Grade (6)..... twenty-nine (29)

1612	Seventh Grade (7)	twenty-nine (29)
1613	Eighth Grade (8).....	twenty-nine (29)
1614	MS PE (6-8)	thirty-five (35)
1615		
1616	High School, Ninth (9)-Twelfth (12).....	thirty (30)
1617	HS PE (9-12).....	thirty-five (35)
1618		
1619	Primary split (1/2)	twenty-two (22)
1620	Primary split (2/3)	twenty-two (22)
1621	Intermediate split (3/4).....	twenty-four (24)
1622	Intermediate split (4/5).....	twenty-four (24)

- 1623 2. Overload Procedure: Prior to any class exceeding class size and the above limits (one
1624 (1) student less than the maximum) the building principal, and affected employee shall
1625 meet in a good faith effort to resolve the class overload. The overload plan may include:
1626 a) A transfer of student(s)
1627 b) Adding a class and employee time
1628 c) A stipend to the affected employee as follows:
1629 1) For K-5th grade classes - \$16.00 per overload student per day
1630 enrolled
1631 2) For 6th – 12th grade classes - \$4.00 per overload student per class
1632 period enrolled
1633 d) Additional aide time in the affected employee’s class as follows:
1634 1) For K-5th grade classes–One (1) hour per student per day overload
1635 2) For 6th – 12th grade classes – One half (1/2) hour per student per
1636 class period enrolled, to coincide with the period of overload as
1637 much as practical.
1638 e) Creating a split classroom
1639 f) For Elementary Specialists: Create a rotating class roster where there are
1640 no more than the maximum class size physically in the classroom during
1641 the class period but may have more on the class roster for grading
1642 purposes
1643
1644

A copy of the agreed upon overload plan will be provided to SLEA.

1645 If an overload occurs in a classroom containing two (2) or more special needs students the
1646 teacher will be given one (1) hour of aide time per day per student. A special needs
1647 student is any student who has been qualified for Special Education and is on an IEP, or
1648 testing “none” or “limited proficiency” in grades K-2 on an English proficiency test, or
1649 any student who has been qualified for Special Education or testing “none” in grades 3-12
1650 on an English proficiency test.

- 1651 3. Additional Workload: In the rare circumstances that a full-time employee agrees to
1652 teach a class in lieu of their scheduled plan time, the employee shall be issued a
1653 supplemental contract that shall provide the following:

- 1654 a. Payment equal to one-seventh (1/7) of the employee's annual contract
- 1655 b. One additional personal day of leave
- 1656 4. When a teacher's room assignment is changed, the teacher shall be paid two days per
1657 diem.
- 1658 5. For Secondary Teachers: Each class period shall be assigned one subject, unless it is
1659 deemed practical and necessary by the teacher and the principal. If more than one
1660 subject is assigned in one period, a clear objective plan will be in place.
- 1661
- 1662 6. Special Education: The primary special education teacher who is responsible for
1663 writing IEPs and/or Washington Access to Instruction and Measurement (WA-AIMS
1664 Portfolio) for their students, shall be paid a stipend equal to one (1) hour at their per diem
1665 rate of pay per completed IEP and/or one (1) hour at their per diem rate per WA-AIMS
1666 Portfolio completed. For each IEP there will be no more than one primary special
1667 education teacher. To be eligible for payment, IEP must be compliant with special
1668 education law and approved by the Special Education Director. Employees will be paid
1669 with the July paycheck based on the actual number of IEPs completed during the school
1670 year.
- 1671
- 1672 7. Special Education Stipend: The special education teacher will receive one (1) two-
1673 hundred and fifty dollar (\$250) stipend per semester per intensive support student that
1674 they provide instructional planning. Teachers will turn in a time sheet in October and
1675 March. Stipends will be paid in November and April. An intensive support student will
1676 be defined as a student who receives specially designed instruction/support outside of the
1677 general education setting for eighty-five percent (85%) of his/her day.
- 1678 Section C. Plan Time:
- 1679 1. Scheduling: Annual class scheduling shall involve staff input and shall be tentatively
1680 completed by the end of the current school year with the elementary K- five (5) having
1681 first priority to specialist time. When it is necessary for a specialist to travel from one
1682 building to another, ten (10) minutes of travel time will be added to the specialist's
1683 schedule to allow for this. Staff input shall be solicited from representatives of both
1684 primary and intermediate grade levels.
- 1685 2. Elementary: All elementary Kindergarten through fifth (5) grade employees shall be
1686 guaranteed and shall have scheduled no less than two-hundred-ten (210) minutes per
1687 contract week, which shall be in blocks of time of no less than thirty (30) minutes for
1688 planning purposes.
- 1689 3. Middle School: All middle school certified employees six (6) through eight (8) shall
1690 have scheduled no less than one (1) class period per contract day for planning purposes.

- 1691 4. Secondary: All secondary (9-12) employees shall have scheduled no less than one (1)
1692 class period per contract day for planning purposes.
- 1693 5. Specialists: All specialists will be given plan time directly proportional to the amount
1694 of time she/he is assigned to each grade category (elementary, middle school, high
1695 school). The plan time does not have to be scheduled in conjunction with time assigned to
1696 each grade category but may be scheduled at one or more times during the day.
- 1697 6. Use: The use of plan time shall be for professional purposes. Plan time may not be
1698 used for the purpose of staff meeting unless agreed upon by the affected teachers.
- 1699 7. Loss of Plan Time: Employees that lose their plan time, due to such things as
1700 scheduled events or emergent substitution needs, shall be paid their per diem rate.
- 1701 8. Bar: The thirty (30) minutes before students arrive and the thirty (30) minutes after
1702 students depart is not to be computed as a part of the plan time defined above, but is to be
1703 used by employees as conference time with students and parents (as required by law),
1704 additional plan time, time for giving students extra assistance, other conferences,
1705 consultations, faculty meetings, supervision and similar professional purposes.
- 1706 9. Part-Time Employees: Part-Time employees shall be granted plan time proportionate
1707 to the amount of time they are assigned at each grade level.

1708 Section D. Student Discipline:

- 1709 1. Distribution of Board Policies: No later than September 15, of each school year, the
1710 principals shall distribute to and review with employees' policies on student
1711 discipline. The review shall provide opportunity for discussion of federal and state
1712 laws concerning student discipline and employees' rights and responsibilities related
1713 hereto.
- 1714 2. District Support: The Administration and Board shall support and uphold employees
1715 in their implementation and enforcement of the Board's student discipline policy.
- 1716 3. Referrals: Whenever employees make referrals for discipline, special education,
1717 testing or other reason, a copy of such referral shall be given to the principal.
1718 Principals shall assure that all such referrals shall be given a written response in a
1719 timely fashion.
- 1720 4. Refer to District Policy and Procedure 3241/3241P

1721 Section E. The District Staff Development Joint Committee:

- 1722 1. Responsibility: The Parties shall establish a District Staff Development Joint
1723 committee (SDC) which shall, in cooperation with the Superintendent, be charged
1724 with the responsibility to:
1725 a. Conduct an annual District Staff Development Needs Assessment.

- 1726 b. Make staff development program and expenditure recommendations.
- 1727 c. Evaluate all current and new staff development programs within the District.
- 1728 d. Encourage responsible staff development among employees.
- 1729 e. Coordinate staff development plans and programs between and among
- 1730 buildings.
- 1731 f. Assure the communication of staff development opportunities to employees.
- 1732 g. Coordinate the in-service days in order to assure that each employee has
- 1733 appropriate in-service opportunities available.
- 1734 h. Other such responsibilities as the Parties may from time to time determine.

1735 2. Committee Makeup: The SDC shall be made up of one (1) high school employee, one
 1736 (1) special education employee, one (1) representative from junior high and one (1)
 1737 representative from elementary, who shall be selected by the Association; and two (2)
 1738 administrators who shall be selected by the Superintendent. The committee shall
 1739 name its own chair, who shall be an employee.

1740 3. Released Time: The District may provide released time during the regular employee
 1741 work day in order that the SDC may meet and complete its work at no extra cost in
 1742 time or money to the members of the committee or to the District, except by mutual
 1743 agreement.

1744 Section F. Non-Teaching Duties:

- 1745 1. Playground Supervision: Employees shall not be required to supervise playgrounds.
- 1746
- 1747 2. End of the Year Check-Out: Building Administrators shall prepare a checklist for
- 1748 each building to help staff prepare for the end of the year. These checklists and
- 1749 preparations shall not include moving furniture unless the employee mutually agrees.
- 1750 These checklists may include, but are not limited to, the following:
- 1751 a. List of repair/maintenance requests
- 1752 b. List of requisitions and requisition forms
- 1753 c. Classroom inventory, including technology, furniture, and textbook items
- 1754 d. Grade book
- 1755 e. Plan book
- 1756 f. Keys, if requested by the building administrator

1757

1758 Room Condition:

1759 a. When departing on Winter Break, Spring Break, or Summer Break, the employees
 1760 will leave their classroom ready to use as a classroom.

1761 (1) Furniture will be in its normal position.

1762 (2) Employee owned items may remain in the room.

1763 b. During Winter Break, Spring Break, or Summer Break the District may utilize the
 1764 classroom as necessary.

- 1765 c. The District will ensure the classroom is ready to use as a classroom on the day
1766 employees return from Winter Break and Spring Break, and one week prior to the day
1767 employees return from Summer Break.
1768
- 1769 3. Beginning of the Year Check-In: Employees will receive the following upon their
1770 return:
- 1771 a. Report on the status of repair/maintenance requests
 - 1772 b. Report on the status of requisitions and requisition forms
 - 1773 c. Classroom inventory, including technology, furniture, and textbook items
 - 1774 d. Grade book
 - 1775 e. Plan book
 - 1776 f. Keys, if they had been requested by the building administrator

1777 Section G. Classroom Visitation:

1778 To provide citizens of the District the opportunity to visit classrooms with the least interruption
1779 to the teaching process, the following guidelines are set forth:

- 1780 1. Approval Required: All visitors to a school and/or Classroom shall obtain the
1781 approval of the principal, and if the visit is to a classroom, the time will be arranged
1782 after the principal has conferred with the teacher.
- 1783 2. Opportunity for Conference: The teacher shall be afforded the opportunity to confer
1784 with the classroom visitor before and/or after the visitation.
- 1785 3. Unauthorized Visits: Unauthorized visits to classrooms will not be considered a
1786 breach of this section by the district.

1787 Section H. Mentor Teachers:

- 1788 1. Purpose: The District shall provide a Mentor Teacher Intervention Program to the
1789 extent funded by the State for new employees, as follows:

1790 The New Employee Mentor Teacher Intervention Program shall be to:

- 1791 a. Assist beginning employees to become familiar with textbooks, student
1792 learning objectives, instructional materials, and orientation to buildings, etc.
 - 1793 b. Help employees develop collegial relationships with other staff members.
 - 1794 c. Provide opportunities to discuss experiences in classroom management, seek
1795 new ideas and alternative strategies for instructional presentations, and to
1796 receive encouragement and feedback.
- 1797 2. Voluntary: The Mentor Teaching Program shall be voluntary. The District shall not
1798 require any employee to apply for selection. Selection shall be based upon:
- 1799 a. Demonstration of effective teaching skills.

- 1800 b. A good understanding and perspective of District and building policies,
1801 procedures and programs.
1802 c. A high level of professional development.
1803 d. Demonstration of good communication skills.
1804 e. Creativity.
1805 f. Is highly regarded by students, staff and community.

1806 Employees making application shall not be discriminated or denied for arbitrary or
1807 capricious reasons.

1808 3. Compensation: Selected mentor teachers shall be placed on a supplemental contract
1809 and paid according to the State stipend.

1810 4. Participation: Employees shall participate in the Teacher Mentor program activities
1811 with mutual consent of the District or building administrator from September 1
1812 through May 1. Activities may include in-service and/or classroom observations. In
1813 addition, the employees shall:

1814 *Record reactions to Teacher/Mentor activities.

1815 *Meet with the building administrator once a month for the purposes of
1816 monitoring progress.

1817 5. Selection: Employees desiring to become mentors shall apply in writing to the
1818 Superintendent or building administrator, with a copy to the Association. Mentor
1819 teachers and new employees participating in said program will be assigned within
1820 grade level or subject first (1st), building then District.

1821 6. Evaluation: No participating employee shall be subject to any additional evaluation
1822 not set out in this Agreement. A mentor teacher shall not in any way participate in, or
1823 contribute to, the performance evaluation of a beginning teacher. The Association
1824 shall be involved in any state and/or District evaluation of the Mentor Teacher
1825 Program.

1826 Section I. Conference Time:

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1828 Two times per year, near the middle of each semester the District shall dismiss students a
1829 maximum of five (5) one half (1/2) days early to facilitate parent teacher conferences.
1830 These days shall be scheduled by the District and appear on the annual school calendar no
1831 later than the first day of the regular school year. The majority of such early release
1832 afternoons shall be used for parent conferences, with one half day used for an evening
1833 time to complete conferencing. The final day of such early release shall be for employee
1834 comp-time, to compensate for evening conferences.

1835 Section J. Classroom Supervision:

1836 Certified staff shall only be required to supervise one classroom at a time.

1837 Section K. Open House:

1838 Staff will be required to attend one Open House per year to be scheduled during the first week of
1839 school.

1840 Section L. Late Start Mondays:

1841

1842 Professional learning is important for staff. Professional learning communities will be organized
1843 to best meet the needs of each building. Monday morning late starts will be used for professional
1844 growth with an emphasis towards using this time for collaboration.

1845

1846 Each building administrator will work with the teachers and/or leadership team to plan late starts.
1847 The emphasis will be towards collaboration. Collaboration reflection forms will be submitted
1848 upon completion of collaboration and used to document time for clock hours.

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ARTICLE VII. LEAVES

1851 Section A. Illness and Disability (Sick) Leaves:

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1. Accumulation: At the beginning of each school year, each full time employee shall be credited with twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as “sick leave”. Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum allowed by law. Each employee’s accumulated sick leave balance will be made known to him/her on each paycheck stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee’s sick leave account upon employment.

1860

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1862

1863

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

1864

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

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Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.

1872

1873

- c. Family Illness: The District shall grant sick leave to employees in the event of illness within the family of the employee.

1874 d. Emergency: The District shall grant sick leave to employees in the event the
1875 employee has an emergency, defined as, a problem that has been suddenly
1876 precipitate or is unplanned; or where pre-planning could not relieve the
1877 necessity for the employee's absence.

1878 3. Sick Leave Exhaustion: In the event an employee's accumulated sick leave is
1879 exhausted, but more sick leave is required by the employee pursuant to the provisions
1880 set out above, the employee may request and the District shall grant leave without pay
1881 for the period of time needed to return to work or the end of the school year,
1882 whichever is sooner. The employee shall advise the District of the expected duration
1883 of the leave at the time of request for the leave.

1884 4. Annual Sick Leave Buy-Back Option: Employees may cash in unused sick leave days
1885 above an accumulation of one-hundred-eighty (180) days at a ratio of one (1) full
1886 day's pay for each four (4) days of accumulated unused sick leave, in February of
1887 each year following any year in which a minimum of one-hundred-eighty (180) days
1888 of sick leave are accumulated. No employee may receive pay for sick leave
1889 accumulated in excess of one (1) day per month.

1890 5. Death or Retirement Sick Leave Buy-Back Option: At the time of separation from
1891 District employment due to retirement (as recognized by the Washington State
1892 Teacher's Retirement System, whether or not the employee was a participating
1893 member of the system) or death, an employee or his/her estate shall receive pay for
1894 accumulated but unused sick leave up to a maximum of one-hundred-eighty (180)
1895 days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued
1896 leave for illness or injury.

1897 The monies paid pursuant to this provision shall not be included for the purpose of
1898 computing a retirement allowance under any public retirement system in the State, and
1899 shall be in accordance with the rules and regulations of the Superintendent of Public
1900 Instruction.

1901 Section B. Personal Leave:

1902 1. Days Credited: At the beginning of each school year, each full time employee shall be
1903 credited with two (2) days of personal leave with pay. The District shall grant one (1)
1904 additional day after completion of ten (10) years of employment. The District shall
1905 also grant employees an additional one (1) day of personal leave for which the
1906 employee will pay \$150 to the District.

1907 2. Use: Employees shall give as much advance notice as possible when planning to take
1908 personal leave. Personal leave may not be used during any per diem days. Personal
1909 leave may be denied if an excessive number of requests for a given date prevents the
1910 District from hiring an appropriate number of substitute teachers. The personal leave
1911 requests will be granted in the order in which they are received.

1912 3. Accumulation and Cashing Out: Up to three (3) days of unused personal leave may be
1913 carried over to the next year. The notification of carry over shall be submitted to the
1914 District office by the employee no later than May 31st. A maximum of two unused
1915 personal days may be cashed out and will be automatically paid to the employees at
1916 the end of each fiscal year at the flat rate of \$150 per day or \$75 per half day. The
1917 maximum balance for personal leave is six (6) days, excluding the purchased personal
1918 day and the personal day for employees who are contracted during their plan time.
1919 The minimum balance for carryover and/or cash out is one half (1/2) day which is
1920 considered to be four (4) hours.

1921 Section C. Bereavement Leave:

1922 The District shall grant each employee a maximum of five (5) days leave with pay per incident
1923 for absence caused by death or serious illness in the employee's immediate family. The term
1924 "immediate family" shall mean spouse, parent, child, sibling, grandchild, grandparent, other
1925 close relatives by blood or marriage, or any person who is a dependent of the employee, and
1926 others upon the approval of the Superintendent. Bereavement leave shall not be deducted from
1927 sick leave and is non-accumulative. Employees shall provide the Superintendent as much notice
1928 as is practicable under the circumstances.

1929 The district shall grant employees up to one (1), per incident, day of bereavement leave with pay
1930 in the event of the death of friends, students or colleagues of the employee. Additional
1931 bereavement leave shall be granted as emergency leave.

1932 Section D. Court Appearance Leave:

1933 The District shall grant paid Court Appearance Leave as follows:

- 1934 1. Jury Duty: Employees who are called for jury selection or to serve on a jury, on
1935 scheduled school days.
- 1936 2. Subpoenas: Employees who are subpoenaed to testify in court, when such subpoena
1937 relates to his/her employment.
- 1938 3. Other Court Leave: Other court absences shall be granted from Emergency Leave.
- 1939 4. Payment: Any payments to an employee for jury duty, while on court appearance
1940 leave, excluding mileage payments, or other actual expenses, will be remitted by the
1941 employee to the District.

1942 Section E. Long Term Leave of Absence:

1943 The District may grant any employee an unpaid long-term leave of absence for up to one (1) year
1944 for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted
1945 such a leave will be permitted to stay in the District insurance programs at their own expense
1946 (carriers permitting), shall not gain or lose seniority or other benefits, and shall not be granted
1947 advancement credit on the salary schedule for the period of the leave. Upon return from such

1948 leave, the employee shall be entitled to the same position or a position substantially equivalent to
1949 the position held prior to the leave. Once granted, such leave may be renewed annually upon
1950 request of the employee, with the agreement of the District.

1951 Section F. Meetings and Conferences:

1952 The District may grant paid leave with reimbursement for approved expenses to employees for
1953 the purpose of attending educational meetings. Application for such leave shall be in writing.
1954 Approval of such leave is discretionary with the Superintendent and must be obtained in advance
1955 of the leave.

1956 Section G. Association Leave:

1957 The District shall grant up to twenty (20) days to the Association to be used to conduct
1958 Association business. The Association shall reimburse the District for the use of such days at the
1959 substitute rate of pay, provided the District actually hires and pays such substitutes.

1960 Section H. Child Rearing Leave:

1961 The District shall grant an unpaid child rearing leave of up to one (1) year to any employee for
1962 the purpose of rearing a natural or adopted child. In the event of adoption, such leave may
1963 include time for court legal procedures, home study and evaluation, and required home
1964 visitations by the adoption agent not possible to schedule outside of regular working hours. An
1965 employee returning from such leave shall be placed in the position last held or in a similar
1966 position in the District. Employees granted such leave shall have the option to continue such
1967 insurance coverage as is provided through this Agreement, provided the carriers permit and
1968 further provided that the premium for such coverage is paid by the employee.

1969 Section I. Military Leave:

1970 The District shall grant an unpaid leave to any employee who is called into active duty, extended
1971 or temporary, as a member of the Armed forces of the United States in accordance with law.
1972 Employees granted such leave shall have the option to continue such insurance coverage as is
1973 provided through this Agreement, provided the carriers permit and further provided that the
1974 premium for such coverage is paid by the employee.

1975 Section J. Public Office Leave:

1976 The District shall grant leave without pay to any employee for campaigning for public office and
1977 to any employee who has been elected to public office. Upon return to the district, the employee
1978 shall be placed in the same or similar assignment to that held prior to the leave. Employees
1979 granted such leave shall have the option to continue such insurance coverage as is provided
1980 through this Agreement, provided the carriers permit and further provided that the premium for
1981 such coverage is paid by the employee.

ARTICLE VIII. FISCAL MATTERS

1982

1983 Section A. Salary:

- 1984 1. Schedule: Salaries shall be as set out in the schedule which is attached to and made a
1985 part of this Agreement as Appendix A.
- 1986 2. Initial Placement:
- 1987 a. Certificate: All employees must possess a valid Washington State teaching
1988 certificate and endorsement(s).
1989
- 1990 b. Experience Credits: Full credit shall be granted for all previous public school
1991 teaching experience prior to the SPI rules for BEA salary allocation.
- 1992 3. Increments: Increment steps for experience shall be granted September 1 of each year
1993 and shall be paid retroactively if not into the District Office at the end of the payroll
1994 period.
- 1995 4. Advanced Education Steps: Advanced education increment steps shall be granted
1996 October 1 of each year if official college transcripts have been filed with the District
1997 Office.
- 1998 5. Payment: Paychecks shall be pro-rated over twelve (12) monthly payments.
1999 Paychecks shall be issued on the last business day of each month. Employees may opt
2000 to pick up their checks, have them direct deposited to a bank or mailed to a specific
2001 address.
- 2002 6. Severance: All compensation owed to an employee who is leaving the District shall,
2003 upon request, be paid on the final day of employment, provided only that such funds
2004 are available to the District.
- 2005 7. Compliance: The maximum allowable and funded by the State will automatically be
2006 applied to the salary schedule. As early in the school year as is practicable, the District
2007 shall share compliance information with the Association. Salaries shall be adjusted at
2008 that time (upward or downward) to assure that the maximum legally allowable is paid
2009 in salary.
- 2010 8. University, In-service and Clock Hour Credits: Beginning with the ratification of this
2011 Agreement, the State LEAP criteria (SPE rules for BEA salary allocation) shall serve
2012 as determiner for acceptance of credits toward advancement on the salary schedule for
2013 all credits earned in the future. If such credits are paid by LEAP to the District they
2014 shall be accepted and paid locally. If such credits are not paid by LEAP they shall not
2015 be accepted locally. All clock and in-service credit shall meet one of the six criteria
2016 established by RCW and WAC.

2017 9. Part-Time Employees: Beginning with the ratification of this Agreement, the State
2018 LEAP rules shall determine how much experience credit employees shall be granted
2019 for part-time or part-year work experience. Employees shall not be deprived of other
2020 experience credits already recognized, except as otherwise provided by law.

2021 10. Errors in Computation: Errors in computation related to salary and/or fringe benefits
2022 shall be brought to the attention of the employee as soon as discovered. In the event of
2023 either an over-payment or under-payment, the District and the employee shall work
2024 out a mutually agreeable plan for pay back.

2025 Section B. Insurance:

2026 1. Contribution:

2027 a. The District shall provide the maximum insurance contribution on a pooled basis,
2028 in accordance by law as funded by SPI and the State of Washington.

2029 b. The District shall pay the full amount of the Health Care Authority (HCA) subsidy
2030 for employees in the bargaining unit. The HCA subsidy shall be paid out of local
2031 district funds. No funds shall be deducted from the employee insurance pool for
2032 the purpose of funding the HCA subsidy.

2033 c. The District will contribute .5% of the base teacher annual salary per employee
2034 FTE as of October 1, paid over 12 months to the insurance pool. This contribution
2035 to the insurance pool shall be paid out of local district funds.

2036 2. Part-Time Employees: Employees who are employed by the District for 0.5 FTE, or
2037 more shall receive a pro-rata share, based on their percentage of FTE, of the
2038 maximum contribution.

2039 3. Available Programs: The monthly premium may be used by employees to provide the
2040 programs listed below or those programs currently authorized by the review process
2041 in paragraph 6:

2042 a. WEA Select Preferred Medical Plan(s)

2043 b. WEA Select HMO

2044 c. WEA Select Vision Plan E

2045 d. MetLife Dental Plan

2046 e. Willamette Dental Plan (HMO)

2047 f. MetLife Disability plan

2048 g. MetLife Life insurance plan

2049 4. Pooling: The intent of the Parties is to provide the maximum insurance contribution
2050 allowable by law to the employee pool. To gain maximum utilization of the total
2051 allowable State insurance contribution provided by law for employees, the District
2052 shall contribute the maximum allowable to an insurance pool to be distributed among

2053 employees, to those who do not generate sufficient monies to cover the full cost of
2054 medical coverage.

2055 5. Sequence: From the dollar amount available to each employee, first (1st) shall be
2056 deducted the cost of the District's life, disability, dental and vision, with the
2057 remaining monies available for application to one (1) of the medical insurance
2058 programs.

2059 6. Review: The Parties shall jointly review coverage and carriers at least annually. No
2060 change in carrier or coverage shall be made without mutual determination of the
2061 Parties and/or in accordance with State law.

2062 7. Additional Options: In addition, any employee may participate in any other WEA
2063 approved voluntary programs, provided, all premiums will be paid from payroll
2064 deductions by the employees. Such premiums/deductions will not be included in any
2065 pooling calculations.

2066 8. Legal Requirements: The provisions of this section shall be administrated according
2067 to the law and the administrative requirements of SPI.

2068 Section C. Work Year:

2069 1. Basic Work Year: The employee work year shall be one hundred-eighty (180) days.

2070 2. Per Diem Days: The District shall issue a supplemental contract to each employee for
2071 six (6) mandatory per diem days, paid at the employee's per diem rate, evenly over
2072 twelve months. The six (6) days will be used as follows:

2073 a. Employees will work two (2) per diem days prior to school beginning.
2074 The first day will be directed by the District. The second day will be
2075 directed by the teacher for preparation for the start of school. This
2076 teacher directed day will be the workday immediately before the
2077 first day of school.

2078 b. Employees will work three (3) Professional Development Days. One (1)
2079 in October, March, and April that are directed by the District and
2080 scheduled on the District calendar.

2081 c. Employees will work one (1) per diem day during January for
2082 recordkeeping. This day will be directed by the teacher for finalizing
2083 grades or preparing for the new semester.

2084 3. Time/Responsibility/Incentive (TRI) Time: The District shall grant up to one hundred
2085 and fifteen (115) hours of TRI time. It will be paid at the employee's per diem rate, in
2086 the next regular pay period upon the District receiving an approved time sheet
2087 submitted by the employee in no less than half-day (four hours, cumulative)
2088 increments, in the next monthly pay period.

2089 This time is available to individual teachers for professional responsibilities outside
2090 the regular workday. This may include, but is not limited to, School Improvement
2091 plan activities, inservice training, individual planning, preparation for instruction,
2092 reports, grading, conferences, student assessment, and end of the year check out
2093 activities.

2094 4. Incentives

- 2095
- 2096 a. Tuition Reimbursement: Employees may request reimbursement for tuition costs
2097 according to at least one of the following guidelines:
- 2098
- 2099 1. For employees taking college level courses through an accredited college that is
2100 working towards a degree or endorsement.
 - 2101 2. To retrain and/or help recertify employees whose departments have declining
2102 enrollment or employees who need assistance to recertify.
 - 2103 3. For those employees assigned outside their endorsement(s).
 - 2104 4. For credits earned in an accredited master's degree or graduate program.
- 2105

2106 The district will contribute \$2,000 annually for these purposes. Employees may
2107 will receive up to, but no more than, \$100 for each quarter credit, up to a total of
2108 10 credits (\$1000) annually. Application for these funds will be judged by the
2109 school board and managed on a first-come, first-served basis. The board will
2110 consider other facts as length of employment, area of need, frequency of
2111 application and so forth in the application process. Employee's may also request
2112 that this fund be used to reimburse employees for the cost of one WEST-E test
2113 annually. This fund may not be used to reimburse employees for costs related to
2114 clock hours. Additionally, it is understood that employees receive this stipend
2115 exchange for a commitment to the District for two years (the current year plus the
2116 next). If the employee voluntarily leaves the district or transfers out of their
2117 assignment during this period of time, the District may require repayment of a
2118 pro-rated portion of this stipend.

2119

- 2120 b. Signing Bonus: For math and SPED positions hired for the 2017-2018 school
2121 year, a one-time stipend of \$1,500 shall be paid in exchange for a commitment to
2122 the District for two years. If the employee voluntarily leaves the district or
2123 transfers out of their assignment during this period of time, the District may
2124 require repayment of a pro-rated portion of this stipend.
- 2125

- 2126 c. Early Notification: Any employee who submits a letter of resignation for the
2127 following year before the February School Board Meeting shall be granted a \$300
2128 stipend.
- 2129

- 2130 d. Employee Referral: Any employee who refers another person outside of the
2131 district (defined as not employed by the district), who applies for and receives

2132 here at Soap Lake will receive a \$300 referral stipend. This referral must be noted
2133 on the job application of the candidate.

2134 5. New Certificated Employee Support: All new certificated employees will receive
2135 training required to perform their job. They will also receive basic classroom supplies
2136 necessary to adequately equip his/her classroom.

2137 All new certificated employees will be contracted for two (2) additional days at
2138 his/her per diem rate prior to the beginning of the school year. These days are for
2139 trainings, orientations, meetings, or other activities to get them orientated to the Soap
2140 Lake School District. The building administrators will set up and plan these days.
2141 These days will be paid on or before the tenth (10th) day of school. Additionally, new
2142 certificated employees will be subbed out of their classroom for two (2) full days
2143 during the school year to observe and meet with other teachers and administrators.
2144 The building administrators will set up and plan these days.

2145 Section D. Workday:

2146 The workday will be defined as seven and one-half (7 1/2) continuous hours including a thirty
2147 (30) minute duty-free lunch break. Start time may vary from building to building.

2148 Employees shall adhere to the daily schedule and shall make no commitments which will
2149 preclude their being present in their assigned responsibilities, except as specifically provided for
2150 elsewhere in this agreement.

2151 On days immediately preceding holidays and vacations, the employee workday shall end fifteen
2152 (15) minutes after the students are excused for the day.

2153 Section E. Release from Contract:

2154 An employee shall be released from the obligations of his/her contract upon request under the
2155 following conditions:

- 2156 1. Letter Required: A letter of resignation must be submitted to the Superintendent's
2157 office.
- 2158 2. Prior to June 30: If the letter of resignation is submitted on or before June 30, the
2159 employee will be released from his/her contract.
- 2160 3. After July 1: If the letter of resignation is submitted on July 1 or after, a release from
2161 contract will be granted provided a satisfactory replacement can be obtained.
- 2162 4. Extenuating Circumstances: A release from contract shall be granted in cases of
2163 illness or other personal matters that make it impossible for the employee to continue
2164 employment in the District.

2165 Section F. Calendar:

2166 The Administration and Association will work together to develop up to three (3) calendar
2167 options to submit to the Board for their approval. The Board shall approve one of the submitted
2168 calendars for the upcoming school year(s). If the board does not approve any of the submitted
2169 calendars, then the Administration and Association will reconvene, with recommendations from
2170 the board, and submit new calendar options to the board for approval. The calendar shall conform
2171 to the following principles:

2172 1. Beginning and Ending: The employee work year shall begin no earlier than the
2173 Monday before Labor Day.

2174 2. Winter Break Beginning and Ending:

- 2175 ■ When Christmas day and New Year’s Day fall on Sunday, Winter Break will
2176 begin on Wednesday, December 21, and will end on Tuesday, January 3 (ten
2177 weekdays)
- 2178 ■ When Christmas day and New Year’s Day fall on Monday, Winter Break will
2179 begin Wednesday, December 20, and will end on Tuesday, January 2 (ten
2180 weekdays)
- 2181 ■ When Christmas day and New Year’s Day fall on Tuesday, Winter Break will
2182 begin on Monday, December 24, and will end on Friday, January 4 (ten
2183 weekdays)
- 2184 ■ When Christmas day and New Year’s Day fall on Wednesday, Winter Break will
2185 begin on Monday, December 23, and will end on Friday, January 3 (ten
2186 weekdays)
- 2187 ■ When Christmas day and New Year’s Day fall on Thursday, Winter Break will
2188 begin on Monday, December 22, and will end on Friday, January 2 (ten
2189 weekdays)
- 2190 ■ When Christmas day and New Year’s Day fall on Friday, Winter Break will
2191 begin on Monday, December 21, and will end on Friday, January 1 (ten
2192 weekdays)
- 2193 ■ When Christmas day and New Year’s Day fall on Saturday, Winter Break will
2194 begin on Monday, December 20, and will end on Friday, December 31 (ten
2195 weekdays)

2196 3. Spring Break: Spring break shall be in the months of March or April.

2197 Section G. Travel Reimbursement:

2198 An employee who is required to use his/her own vehicle as a part of his/her employee
2199 responsibilities (including employees who are required to travel between buildings) shall receive
2200 travel reimbursement equal to that amount paid by the State to state employees. Such
2201 reimbursement shall be initiated by employee use of the District’s Reimbursement Claim Form
2202 (hereafter “Claim Form”). Such claim forms shall be submitted at the end of the school year
2203 (employee option), unless the claim form amount exceeds \$25, in which case monthly vouchers
2204 may be submitted.

2205 Section H. Extracurricular Employment:

- 2206 1. Positions and Contracts: Extracurricular positions that are affiliated with academic
2207 class and/or subjects shall be filled by a certified teacher and are to be included in the
2208 Soap Lake Education Association Bargaining Agreement. The District shall issue a
2209 supplemental contract for each of the following positions if filled:
2210 High School (HS) Class Advisors for each grade, nine (9) – twelve (12)
2211 Middle School (MS) Class Advisors for each grade, six (6) – eight (8)
2212 FBLA Advisor HS ASB Advisor
2213 FCCLA Advisor MS ASB Advisor
2214 Art Advisor HS Annual Advisor
2215 FFA Advisor Math Team Advisor
2216 Knowledge Bowl Advisor Science Team Advisor
2217 Honor Society Advisor Highly Capable Advisor
2218 AVID Site Advisor
2219
2220 *And other positions as created, and/or on the Appendix B Supplemental
2221 Stipends
- 2222 2. Compensation: Employees who are offered extracurricular employment shall be paid
2223 according to the Stipend Schedule, which is attached to and made part of this
2224 Agreement as Appendix B.
- 2225 3. Contract and Job Description: The District shall issue a Supplemental Contract for
2226 each such job offered and accepted, and shall attach a detailed Job Description with
2227 each such Supplemental Contract, when available. The class advisor is expected to be
2228 the academic advisor for the members of their class and be the activity advisor for
2229 fundraising and extracurricular activities conducted by their class.
- 2230 4. Removal of Contract Offer: In the event the District determines not to re-offer a
2231 supplemental contract to an employee, it shall advise the employee in writing, with
2232 reasons, prior to the last contract day of the school year.
- 2233 5. Employee Resignation: In the event an employee determines not to renew a
2234 supplemental contract with the District, he/she shall advise the District in writing, on
2235 or before June 30.
- 2236 6. Substitute Principal: An employee who substitutes for the principal will receive a
2237 stipend equal to \$25.00 per half day, or portion of a half day.

2238 Section I. Emergency School Closure and Delayed Opening:

- 2239 1. Notice: In the event the District determines that it is necessary to close the schools,
2240 because of inclement weather, volcanic disruptions, or other conditions that the
2241 District warrants sufficient for closure, the District shall notify (designated radio and
2242 television stations serving the Soap Lake area) as early as reasonably practicable.

- 2243 2. Obligations of Employee Upon Official Closure: No employee shall be required to
 2244 remain on District premises after the District has officially closed the employee's
 2245 work-site.
- 2246 3. Delayed Opening: In the event that the District administration delays the opening of
 2247 school, employees shall report before students arrive.
- 2248 4. Compensation and Benefits: No employee shall suffer loss of pay nor have such
 2249 absences from work charged against any leave provision when the District cancels a
 2250 regular workday due to inclement weather, volcanic disruption, or such other
 2251 condition that the District determines that warrants closure of the schools.
- 2252 5. Makeup School Days: When the District determines that a regular workday is
 2253 canceled due to inclement weather, volcanic disruption, or other conditions that the
 2254 District deemed sufficient to close schools should be made up. The rescheduling of
 2255 such days will be accomplished by adding them onto the end of the school calendar.
 2256 The number of makeup days will be determined by the State and approved by the
 2257 board. The District will apply for any waivers made available by the State. This will
 2258 be accomplished only after the District and the Association have agreed on the make-
 2259 up schedule.

2260 ARTICLE IX. GRIEVANCE PROCEDURE

2261 Section A. Definitions:

- 2262 1. A "grievant" shall mean a bargaining unit member or group of bargaining unit
 2263 members or the Association.
- 2264 2. A "grievance" shall mean a claim or complaint by a grievant that there has been a
 2265 violation, misinterpretation, or misapplication of any terms or provisions of this
 2266 Agreement.
- 2267 3. "Days" shall mean employee workdays. After the last day of school and before
 2268 commencement of the new term, days shall mean calendar days.

2269 Section B. Time Limits:

2270 If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may
 2271 not be further pursued and will be resolved according to the last formal response. In the event
 2272 the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the
 2273 procedure. The specified time limits shall be strictly observed but may be extended by mutual
 2274 concurrence of the Parties.

2275 Section C. Rights to Representation:

- 2276 1. With Association Representative: A grievant shall have the right to be accompanied
 2277 by the Association at all steps of the grievance procedure.

- 2278 2. Without Association Representative: In the event a grievant elects to file and proceed
2279 without Association representation, he/she may do so through the first two steps of
2280 the procedure only, provided that the Association is present at every meeting or
2281 conference in order to protect its contract rights, and further provided that copies of
2282 the grievance, appeals and responses are given to the President in a timely fashion.
- 2283 3. Outside Representation Bar: No grievance may be processed with a grievant having
2284 representation other than him/her self or the Association.

2285 Section D. Individual Rights:

2286 Nothing contained herein shall be construed as limiting the right of any employee having a
2287 complaint to discuss the matter through administrative channels and to have the problem adjusted
2288 without the intervention of the Association, as long as the Association is notified in writing of the
2289 disposition of the matter and such disposition is not inconsistent with the terms of the
2290 Agreement.

2291 Section E. Procedure:

- 2292
- 2293 1. The Parties encourage employees and their supervisors to attempt to resolve problems
2294 through free and informal communications prior to filing formal grievances.
- 2295
- 2296 2. If the Supervisor and the Superintendent are the same person, then a mutually agreed
2297 upon third party from North Central ESD shall substitute for the Superintendent in
2298 Step 2 of the grievance process.
- 2299
- 2300 3. Grievances shall be processed in the following manner:

2301 STEP 1. Supervisor: Within thirty (30) days of the occurrence, or of the grievant's
2302 knowledge of the occurrence, the formal grievance shall be presented in writing to the
2303 employee's supervisor, who will arrange for a conference between him/her self, the
2304 grievant and the Association Representative to take place within five (5) days after receipt
2305 of the grievance. The supervisor shall provide the grievant and the Association with a
2306 written answer within five (5) days after the meeting. Such answer shall include all
2307 reasons upon which the decision was based.

2308 STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the
2309 grievance at Step 1, or if no decision has been rendered within the time line, the grievant
2310 has (30) thirty days to appeal the grievance to the Superintendent. The Superintendent
2311 shall arrange for a hearing with him/her self, the grievant, the first (1st) level supervisor
2312 and the Association Representative, to take place within five (5) days of his/her receipt of
2313 the appeal. The grievant and the Association shall have the right to include in the
2314 representation such witnesses they deem necessary to develop the facts pertinent to the
2315 grievance. Upon conclusion of the hearing, the Superintendents will have five (5) days to
2316 provide his/her written decision, together with the reasons for the decision to the grievant
2317 and the Association.

2318 STEP 3. Board: If the Grievant is not satisfied with the disposition of the grievance at
2319 Step 2, or if no decision has been rendered within the time line, the grievant has (30)
2320 thirty days to appeal the grievance to the Board. Within (5) five days after the appeal is
2321 delivered to the District Office, the Board shall arrange for a hearing with itself, the
2322 grievant, the first level supervisor, the superintendent, and the Association
2323 Representative. The grievant and the Association shall have the right to include in the
2324 representation such witnesses they deem necessary to develop the facts pertinent to the
2325 grievance. Upon conclusion of the hearing, the Board will have (5) five days to provide
2326 its written decision, together with the reasons for the decision to the grievant and the
2327 Association.

2328 STEP 4. Binding Arbitration: If the Association is not satisfied with the decision at
2329 STEP 3, or if no disposition has been made within the time line, the Association has (30)
2330 thirty days to submit a Demand for Arbitration to the American Arbitration Association
2331 (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the
2332 Voluntary Arbitration Rules of AAA (or other mutually determined rules), provided that
2333 the Parties shall strike names from the panel selected by AAA within ten (10) days of
2334 receipt of such panel.

2335 The arbitrator shall have complete authority to make any decision and provide any
2336 remedy appropriate except as otherwise expressly prohibited by law or this Agreement.
2337 Both parties agree to be bound by the award of the arbitrator.

2338 The costs for the services of the arbitrator, including per diem expenses, if any, and
2339 his/her travel and subsistence expenses and the cost of any hearing room, will be borne
2340 equally by the parties; all other costs will be borne by the party incurring them.

2341 Section F. Miscellaneous Conditions:

2342 1. Contract Expiration: Notwithstanding the expiration of this Agreement, any claim or
2343 grievance arising there under may be processed through the grievance procedure until
2344 resolution.

2345 2. No Reprisals: No reprisals of any kind will be taken by the District or its agents
2346 against any employee because of his/her participation in this grievance procedure.

2347 3. Cooperation of the Parties: The Parties will cooperate in their investigation of any
2348 grievance; and will furnish such information as is requested for the processing of any
2349 grievance.

2350 For the purpose of assisting an employee or the Association in the prosecution or
2351 defense of any contractual, administrative, or legal proceeding, including, but not
2352 limited to grievances, the District shall permit an employee and/or an Association
2353 representative access to and the right to inspect and acquire copies of his/her
2354 personnel file and any other files or records of the District which pertain to the
2355 affected employee or any issue in the proceeding in question.

- 2356
2357
2358
2359
4. Released Time: Should the investigation or processing of any grievance require that the grievant or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.
- 2360
2361
5. Files: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2362
2363
6. Form: The form for filing grievances is attached to and made part of this Agreement as Appendix C.
- 2364
2365
2366
2367
2368
2369
7. Association Grievance: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

ARTICLE X. DURATION

2370

2371 Section A. Effective Dates:

2372 This Agreement shall be in effect to September 1, 2017, through August 31, 2018.

2373 Any other opening of this Agreement during its term shall be by mutual agreement only as
2374 otherwise set out in this Agreement.

2375 Signatories shall sign the Agreement within thirty (30) days of ratification by the District and the
2376 Association.

2377 IN WITNESS THEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS

2378 _____ DAY OF _____, 2017.

2379 FOR SOAP LAKE SCHOOL DISTRICT:

2380

2381 _____
2382 Board President

2383

2384 _____
2385 Superintendent

2386 FOR SOAP LAKE EDUCATION ASSOCIATION:

2387

2388 _____
2389 President(s)

Appendix A - Salary Schedule

2017-18									
---------	--	--	--	--	--	--	--	--	--

Step	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 DOC
0	36,521	37,507	38,529	39,554	42,840	44,957	43,785	47,072	49,191
1	37,013	38,013	39,048	40,117	43,438	45,543	44,272	47,593	49,697
2	37,481	38,491	39,537	40,688	44,000	46,127	44,762	48,073	50,201
3	37,964	38,983	40,040	41,229	44,534	46,712	45,227	48,529	50,709
4	38,437	39,501	40,565	41,794	45,119	47,313	45,714	49,038	51,234
5	38,926	39,995	41,069	42,367	45,679	47,918	46,209	49,522	51,760
6	39,428	40,474	41,585	42,948	46,244	48,494	46,716	50,013	52,262
7	40,312	41,373	42,498	43,935	47,280	49,593	47,666	51,010	53,324
8	41,604	42,724	43,876	45,431	48,822	51,219	49,161	52,552	54,949
9		44,122	45,332	46,943	50,413	52,892	50,672	54,143	56,623
10			46,805	48,533	52,049	54,611	52,263	55,780	58,340
11				50,169	53,761	56,375	53,899	57,492	60,104
12				51,753	55,520	58,211	55,600	59,250	61,942
13					57,322	60,093	57,360	61,052	63,823
14					59,132	62,046	59,172	62,981	65,776
15					60,671	63,660	60,710	64,618	67,486
16 +					61,884	64,932	61,924	65,910	68,836

APPENDIX B. SUPPLEMENTAL STIPENDS

EXPERIENCE	0	1	2	3	4
Freshman Advisor	0.054	0.059	0.064	0.069	0.084
Sophomore Advisor	0.054	0.059	0.064	0.069	0.084
Junior Advisor	0.054	0.059	0.064	0.069	0.084
Senior Advisor	0.074	0.079	0.084	0.089	0.094

Middle School/High School extra-curricular music: .075

FFA Advisor: Co-curricular advisor's contract as defined in the Academic Extra Curricular Schedule and a supplemental contract for and additional twenty (20) days at the advisor's daily per diem rate.

2016-17 Academic Extra Curricular Schedule

	Experience				
Category	0	1	2	3	4
A	0.113	0.126	0.136	0.146	0.156
Salary	\$ 4,034.00	\$ 4498.00	\$ 4855.00	\$ 5212.00	\$ 5569.00
B	0.065	0.075	0.085	0.095	0.105
Salary	\$ 2321.00	\$ 2678.00	\$ 3035.00	\$ 3392.00	\$ 3749.00
C	0.044	0.049	0.054	0.059	0.064
Salary	\$ 1571.00	\$ 1749.00	\$ 1928.00	\$ 2106.00	\$ 2285.00
D	0.0255	0.028	0.0305	0.033	0.0355
Salary	\$ 910.00	\$ 1000.00	\$ 1089.00	\$ 1178.00	\$ 1267.00

Category A HS ASB Advisor (only if combined with ASB Concessions Manager)

Category B HS Knowledge Bowl Team Advisor, HS Academic Decathlon Team Advisor, HS Math Team Advisor, HS Annual Advisor, FBLA Advisor, FFA Advisor, FCCLA Advisor, Skills USA Advisor, HS ASB Advisor, *ASB Concessions Manager

Category C No Academic Extra Curricular Positions

Category D FHA Advisor, Pep Club Advisor, Key Club Advisor, National Honor Society Advisor, MS Student Council Advisor, Junior Prom Organizer (only paid when a Junior Prom is held in the District)

*If a certificated employee is not available, the ASB Concessions Manager position may be offered to other District employees

APPENDIX C. GRIEVANCE FORM

Soap Lake School District/Soap Lake Education Association
FORMAL GRIEVANCE FORM

Name of grievant: _____

Assignment: _____ Building: _____ Date: _____

Person to whom grievance is
submitted: _____

Specific contract article violated: _____

Brief description of grievance: _____

Date violation occurred: _____

Date grievance became aware of violation: _____

Remedy sought: _____

Signature of grievant

Date

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and Association President. Keep (1) copy.

Appendix D Form 1- Self Assessment

Teacher
Administrator

School
Assignment

Rating	U	B	P	D
Criteria 1 __ 2b- Establishing a culture for learning __ 3a- Communicating with students __ 3c- Engaging Students in Learning				
Criteria 2 _ 3b- Using questioning and discussion techniques __ 4a- Reflecting on teaching				
Criteria 3 __ 1b- Demonstrating knowledge of students __ 3e- Demonstrating flexibility and responsiveness __ SG 3.1- Establish student growth goals __ SG 3.2- Achievement of student growth goal(s)				
Criteria 4 __ 1a- Demonstrating knowledge of content and pedagogy __ 1c- Setting instructional outcomes __ 1d- Demonstrating knowledge of resources __ 1e- Designing coherent instruction				
Criteria 5 __ 2a- Creating an environment of respect and rapport __ 2c- Managing classroom procedures __ 2d- Managing student behavior __ 2e- Organizing physical space				
Criteria 6 __ 1f- Designing student assessments __ 3d- using assessment in instruction __ 4b- Maintaining accurate records __ SG 6.1- Establish student growth goal(s) Whole classroom __ SG 6.2- Achievement of student growth goal(s) whole classroom				
Criteria 7 __ 4c- Communicating with families				
Criteria 8 __ 4d- Participating in a professional community __ 4e- Growing and developing professionally __ 4f- Showing professionalism __ SG 8.1- Establish team student growth goal(s)				

Domain 1- Planning and Preparation (“non-observable”)

Domain 2-The Classroom Environment

Domain 3- Instruction

Domain 4-Professional Responsibilities (“non-observable”)

Appendix E Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

Identified academic area	
Identify the class of students	
What is the student growth goal for this group of students?	
What is your first high quality source of data to measure student growth?	
What is your second high quality source of data to measure student growth?	
How will you monitor achievement of the student growth goal?	
Describe collaboration of students and parents if appropriate	
Final results: (to be inserted end of the year)	

Goal Statement

--

Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

Identified academic area	
Identify the subgroup of students	
What is the student growth goal for this subgroup of students?	
What is your first high quality source of data to measure student growth?	
What is your second high quality source of data to measure student growth?	
How will you monitor progress towards the student growth goal?	
Describe collaboration of students, parents and other school staff if appropriate	
Final results: (to be inserted end of the year)	

Goal Statement

Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

Identified grade, school or district team members with whom you are collaborating.	
What is the student growth goal(s)?	
What is your first high quality source of data to measure student growth?	
What is your second high quality source of data to measure student growth?	
How will you consistently and actively develop and implement the measures to monitor the growth and achievement during the year?	
Describe your role on the team in the development and implementation of the goal(s): leader, collaborator, participant, etc	

Goal Statement

--

Appendix F Form 4 - Artifact Checklist

Teacher
Administrator

School
Assignment

<p>Criteria 1 __ 2b- Establishing a culture for learning __ 3a- Communicating with students __ 3c- Engaging Students in Learning</p>	
<p>Criteria 2 __ 3b- Using questioning and discussion techniques __ 4a- Reflecting on teaching</p>	
<p>Criteria 3 __ 1b- Demonstrating knowledge of students __ 3e- Demonstrating flexibility and responsiveness __ SG 3.1- Establish student growth goals __ SG 3.2- Achievement of student growth goal(s)</p>	
<p>Criteria 4 __ 1a- Demonstrating knowledge of content and pedagogy __ 1c- Setting instructional outcomes __ 1d- Demonstrating knowledge of resources __ 1e- Designing coherent instruction</p>	
<p>Criteria 5 __ 2a- Creating an environment of respect and rapport __ 2c- Managing classroom procedures __ 2d- Managing student behavior __ 2e- Organizing physical space</p>	
<p>Criteria 6 __ 1f- Designing student assessments __ 3d- using assessment in instruction __ 4b- Maintaining accurate records __ SG 6.1- Establish student growth goal(s) Whole classroom __ SG 6.2- Achievement of student growth goal(s) whole classroom</p>	
<p>Criteria 7 __ 4c- Communicating with families</p>	
<p>Criteria 8 __ 4d- Participating in a professional community __ 4e- Growing & developing professionally __ 4f- Showing professionalism __ SG 8.1- Establish team student growth goal(s)</p>	

Appendix G

Form 5 – Focused Evaluation Planning Sheet

Name _____

State Criterion _____

List your specific, measurable goals to address each component for this criterion	List activities that will lead to growth.	Date finished and personal reflection
---	---	---------------------------------------

Component

Evaluator Initial Approval _____

Date _____

Evaluator Final Approval _____

Date _____

APPENDIX H

Final Summative Evaluation Form
Final Comprehensive Evaluation
Final Focused Evaluation

DANIELSON FRAMEWORK Final Summative Evaluation

Teacher _____ School _____ Grade Level(s) _____

Evaluator _____ Date _____

Criterion for Focused Evaluation:

(Only score that criterion and the appropriate Student Growth components, if needed)

1. Numerical scores are added together when appropriate.
2. The evaluator uses the Criterion Overall Rating Range to assign a final Criteria Score for each of the 8 State Criteria.
3. Each of the criteria scores is entered into the Summary of Overall Ratings to get a "Preliminary Score".
4. The process is repeated for the Student Growth Rubrics using the State developed criteria for this scoring methodology.

<u>Criterion 1: Centering Instruction on High Expectations for Student Achievement</u>	<u>Unsatisfactory</u> 1	<u>Basic</u> 2	<u>Proficient</u> 3	<u>Distinguished</u> 4	
<i>2b Establishing a Culture for Learning</i>					<u>Add scores from each column to get "Total Score"</u>
<i>3a Communicating with Students</i>					
<i>3c Engaging Students in Learning</i>					
Subtotals					
<u>Overall "Rating Range"</u>	3	4-6	7-9	10-12	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

Criterion 2: Demonstrating Effective Teaching Practices	<u>Unsatisfactory</u> <u>1</u>	<u>Basic</u> <u>2</u>	<u>Proficient</u> <u>3</u>	<u>Distinguished</u> <u>4</u>	
<i>3b Using Questioning and Discussion Techniques</i>					<u>Add scores from all columns to get "Total Score"</u>
<i>4a Reflecting on Teaching</i>					
<u>Subtotals</u>					
<u>Overall "Rating Range"</u>	<u>2</u>	<u>3-4</u>	<u>5-6</u>	<u>7-8</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

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

Comments:

Criterion 4: Providing Clear and	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>	
---	-----------------------	--------------	-------------------	----------------------	--

Intentional Focus on Subject Matter Content and Curriculum	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	
<i>1a Demonstrating Knowledge of Content and Pedagogy</i>					<u>Add scores from all columns to get “Total Score”</u>
<i>1c Setting Instructional Outcomes</i>					
<i>1d Demonstrating Knowledge of Resources</i>					
<i>1e Designing Coherent Instruction</i>					
<u>Subtotals</u>					
<u>Overall “Rating Range”</u>	<u>4</u>	<u>5-8</u>	<u>9-12</u>	<u>13-16</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

Criterion 5: Fostering and Managing a Safe, Positive Learning Environment	<u>Unsatisfactory</u> 1	<u>Basic</u> 2	<u>Proficient</u> 3	<u>Distinguished</u> 4	
<i>2a Creating an Environment of Respect and Rapport</i>					<u>Add scores from all columns to get “Total Score”</u>
<i>2c Managing Classroom Procedures</i>					
<i>2d Managing Student Behavior</i>					
<i>2e Organizing Physical Space</i>					
<u>Subtotals</u>					
<u>Overall “Rating Range”</u>	<u>4</u>	<u>5-8</u>	<u>9-12</u>	<u>13-16</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

Criterion 6: Using Multiple Student Data Elements to Modify Instruction and	<u>Unsatisfactory</u> 1	<u>Basic</u> 2	<u>Proficient</u> 3	<u>Distinguished</u> 4	
--	----------------------------	-------------------	------------------------	---------------------------	--

Improve Student Learning					
<i>1f Designing Student Assessments</i>					<u>Add scores from all columns to get “Total Score”</u>
<i>3d Using Assessment in Instruction</i>					
<i>4b Maintaining Accurate Records</i>					
<i>SG 6.1 Establish Student Growth Goal(s) Whole Classroom</i>					
<i>SG 6.2 Achievement of Student Growth Goal(s) Whole Classroom</i>					
<u>Subtotals</u>					
<u>Overall “Rating Range”</u>	<u>5</u>	<u>6-10</u>	<u>11-15</u>	<u>16-20</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

Criterion 7: Communicating and Collaborating With Parents and School Community	<u>Unsatisfactory</u> <u>1</u>	<u>Basic</u> <u>2</u>	<u>Proficient</u> <u>3</u>	<u>Distinguished</u> <u>4</u>	
<i>4c Communicating with Families</i>					<u>Enter score from column</u>
<u>Subtotal</u>					
<u>Overall “Rating Range”</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

Criterion 8: Exhibiting Collaborative and Collegial Practices Focused On	<u>Unsatisfactory</u> <u>1</u>	<u>Basic</u> <u>2</u>	<u>Proficient</u> <u>3</u>	<u>Distinguished</u> <u>4</u>	
---	-----------------------------------	--------------------------	-------------------------------	----------------------------------	--

<u>Improving Instructional Practice and Student Learning</u>					
<i>4d Participating in a Professional Community</i>					<u>Add scores from all columns to get “Total Score”</u>
<i>4e Growing and Developing Professionally</i>					
<i>4f Showing Professionalism</i>					
<i>SG 8.1 Establish Team Student Growth Goal(s)</i>					
<u>Subtotals</u>					
<u>Overall “Rating Range”</u>	<u>4-5</u>	<u>6-9</u>	<u>10-13</u>	<u>14-16</u>	<u>Criterion Score</u> ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					

Comments:

PRELIMINARY SUMMARY RATING

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

STUDENT GROWTH RATING

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

FINAL SUMMATIVE RATING

<u>Preliminary Summary Rating</u>				
<u>Student Growth Rating</u>			<u>Student Growth Inquiry Is Required</u>	<u>Yes</u> _____ <u>No</u> _____
<i>* A "Low" Student Growth Rating will require a Student Growth Inquiry to be completed</i>				
<u>Unsat/Low* = Unsat</u>	<u>Basic/Low* = Basic</u>	<u>Prof/Low* = Prof</u>	<u>Dist/Low = Prof</u>	
<u>Unsat/Avg = Unsat</u>	<u>Basic/Avg = Basic</u>	<u>Prof/Avg = Prof</u>	<u>Dist/Avg = Dist</u>	
<u>Unsat/High = Unsat</u>	<u>Basic/High = Basic</u>	<u>Prof/High = Prof</u>	<u>Dist/High = Dist</u>	
<u>OVERALL SUMMATIVE RATING</u>				

Note on "Focused" Evaluation Final Summative Scoring

- The final criterion score will be considered the final summative score.
- If criterion 3 or 6 is used the evaluator will use the accompanying student growth rubrics.
- If criterion 1,2,4,5, or 7 is selected, criterion 3 or 6 student growth rubrics need to be scored, also. The summative score will then be determined using the total score for all of the of components, and correlated to a criterion with that same number of components. The scoring range will be used to find the final summative score. If there are 6 components required for a

summative score, (i.e. four Danielson and two Student Growth), the scoring band will be as follows:

- Level 1: Unsatisfactory 6
- Level 2: Basic 7-12
- Level 3: Proficient 13-18
- Level 4: Distinguished 19-24

NOTE: While there is no student growth impact rating, a rating of “1” on any student growth rubric row triggers a student growth inquiry.

Strengths:

Areas for Growth:

Overall Comments:

Evaluator _____ Date _____

Teacher _____ Date _____

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

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

APPENDIX I. SUPPORT EMPLOYEE EVALUATION CRITERIA

SUPPORT PERSONNEL EVALUATION CRITERIA

1. Knowledge and Scholarship in Special Field: Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.
2. Specialized Skills: Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.
3. Management of Special and Technical Environment: Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
4. The Support Employee as a Professional: Each support employee shall demonstrate awareness of his/her limitations and strengths and shall demonstrate continued professional growth.
5. Involvement in Assisting Pupils, Parents, and Educational Personnel: Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

APPENDIX J. SUPPORT EMPLOYEE
LONG FORM EVALUATION

SUPPORT EMPLOYEE FINAL EVALUATION
(Long Form)

Employee's Name: _____

Building: _____ Evaluator _____

Dates of Observation: _____

Date of Evaluation: _____

S = meets District criteria
U = Does not meet District criteria

- | | | |
|--|---|---|
| 1. <u>Knowledge & Scholarship in Special Field:</u> | S | U |
| Demonstrates a depth and breadth of knowledge of theory and content in the special field. Demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12. Demonstrates the ability to integrate the area of specialty into the total school milieu. | | |
| 2. <u>Specialized Skills:</u> | S | U |
| Demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation. | | |
| 3. <u>Management of Special & Technical-Environment:</u> | S | U |
| Demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized program. | | |
| 4. <u>The Support Employee as a Professional:</u> | S | U |
| Demonstrates awareness of his/her limitations and strengths and shall demonstrate continued professional growth. | | |
| 5. <u>Involvement in Assisting Pupils, Parents, & Educational Personnel:</u> | S | U |
| Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. | | |

COMMENTS:

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

NOTE: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the context. Employee comments may be attached.

APPENDIX K. THE FRAMEWORK FOR TEACHING EVALUATION INSTRUMENT 2013 EDITION
BY CHARLOTTE DANIELSON

A copy of THE FRAMEWORK FOR TEACHING EVALUATION INSTRUMENT 2013 EDITION
will be used as the main reference work for the evaluation process.

APPENDIX L. PROBATION/ DISCIPLINE FORM

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

You are being presented with this notice and option pursuant to the Agreement between the Soap Lake School District and the Soap Lake Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first (1st) option below, the District shall notify the Soap Lake Education Association that this disciplinary action or probation notice has been given to you.

I do wish to have the Association notified that I have received this notice.

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

My signature indicates that I have received, read, and understand this noticed:

_____ Signature of Employee	_____ Signature of Administrator
_____ Date	_____ Date

APPENDIX M. POSTING REQUEST FORM

POSTING REQUEST FORM

Please consider this my official request to be notified of Postings. I wish to be notified of:

_____ ALL POSTINGS

_____ SPECIFIC OPENINGS
(List up to three)

1. _____

2. _____

3. _____

NOTICE TO EMPLOYEES: This request shall remain valid and in effect until the next September 1.

The name and address to which I wish to have postings sent is:

Employee's Signature: _____

Date: _____

APPENDIX N. LEAVE TRANSFER FORM

LEAVE TRANSFER FORM

Employee's Name _____

Pursuant to the provisions of law, I pledge leave days subject to the following restrictions:

1. Employees are restricted to donating a maximum of six (6) days of sick leave during any twelve (12) month period.
2. Employees may not donate sick leave days that would result in 'his/her leave accumulation going below sixty (60) days.
3. Employees who accrue annual (vacation) leave may only transfer annual leave and not sick leave. An employee with an annual leave balance of more than ten (10) days may request a transfer of a specific amount of time for leave sharing. Employees may not request a transfer that would cause their balance to fall below ten (10) days.
4. The receiving employee is suffering from an extra-ordinary or severe illness, injury, impairment, or physical or mental condition. These days shall be assigned from donors using the FIFO (First-In-First-Out) inventory method.

I authorize the transfer of _____ days of sick/annual leave to

(Name of beneficiary)

Donor's Signature: _____

Date: _____

APPENDIX O. SUPPLEMENTAL ISSUES

SUPPLEMENTAL ISSUES

AMNESTY AGREEMENT:

- A. All classified and certificated bargaining unit members (hereinafter "employees") who participated in the strike, or did not cross picket lines shall be returned to work in the position filled prior to the strike, without malice, intimidation, reprisal, discrimination, or recrimination either now, or in the future from the Board, any of its administrators or any other of its authorized agents.
- B. No reference to any employee participating in the strike shall be made by any school district official in any regular or special evaluation of the employee. No evaluation of employees shall reflect the employee's participation in the strike.
- C. No reference to any employee's participation or non- participation in the strike shall be made by any individual in any personnel file of any employee.
- D. No employee shall be disciplined, subjected to malice, intimidation, or in any other way be penalized by any district official or agent by reason of his/her participation in or support of the strike or strike related activities. No employee who did not participate in the strike shall be subject to any adverse action by the Association.
- E. No student shall be disciplined, subjected to malice or intimidation, or in any other way penalized by any district official or agent by reason of his/her participation in or support of the strike or strike related activities. *No* student shall be disciplined, subjected to malice or intimidation or in any other way penalized by the Association or its members by his/her family participation in opposition to the strike.
- F. Any allegation or violation of this Agreement shall be set down in writing by the person or persons affected and be presented to an impartial arbitrator appointed by the American Arbitration Association. Said arbitrator shall be empowered to take any appropriate action to satisfy the complaint.
- G. Recognizing that many students have lost valuable instruction time, the Board agrees to schedule like make-up days. The scheduling of such days shall be determined jointly by the Board and the Association.