COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HOQUIAM TEACHERS’ ASSOCIATION

AND

HOQUIAM SCHOOL DISTRICT

September 1, 2016 - August 31, 2017
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Collective Bargaining Agreement (CBA)

This agreement is made and entered into the first (1st) day of September, 2016 between the Hoquiam School District Number 28, hereinafter called the “Employer” or “District” and the Hoquiam Teachers’ Association hereinafter called the "Association". The Hoquiam School District Board of Directors will hereinafter be referred to as “the Board”. In consideration of the mutual covenants herein set forth the Employer and the Association shall be bound as follows:

Article I - Recognition

The District recognizes the Association, pursuant to Chapter 41.59 RCW, as the exclusive bargaining agent for all certificated non-supervisory employees employed or to be employed by the District who are under contract, under district approved leave, or who are Represented Substitutes, or on a per diem, hourly or class rate basis. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative.

"Employee" shall hereinafter refer to each employee represented by the Association.

"Represented Substitute" shall hereinafter refer to any certificated substitute who is hired in the same position for twenty (20) consecutive days or thirty (30) days in the district; inclusive of consecutive and nonconsecutive days, during any twelve-month period beginning or ending during the current or immediately preceding school year.

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting number shall include both singular and plural.

Article II - Working Conditions

Section I - Association Rights

A. Rights of the Association

Throughout this Agreement certain rights and privileges are accorded and ascribed to the Association which are in addition to the rights and privileges provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and privileges are afforded to the Association as the legal representative for all employees covered under this Agreement. Said rights and privileges are not common to any other certificated employee organization within the District. Rights and privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association. The right to participate as an organization officially representing certified employees in grievance processing, shall be an exclusive right of the Association.

B. Use of Buildings, Equipment, Bulletin Boards and Mail

1. Access:

Employees of the District who are duly authorized representatives of the Association shall be permitted to transact business on school property. Such business shall normally be transacted before or after regular school hours, but under no condition shall be conducted
at times which interfere with normal school operations or interrupt other employees during the performance of their assigned duties.

Representatives of the Association or its affiliates who are not District employees may conduct Association business on school property under similar conditions, provided they first report to the school office.

2. Equipment Use:
The Association shall have the right to use the District facilities and equipment, including, but not limited to technology and photo copying equipment and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, provided that the Association shall reimburse the District for any materials used or for piece rate prices on rented equipment.

3. Membership Communication:
   a. The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge or each building in the District.
   b. The Association shall have the right to use the intra-district mail system and teacher mailboxes for communication purposes. The District shall provide a mailbox for the Association at the District Office.
   c. The Association may use the email system to conduct business related to its responsibilities as the elected bargaining unit representative and sole employee organization. Reasonable care will be taken by the Association and its members to use the system in a manner that reflects the fact that it is public property and its use shall be consistent with District Policy.

4. Administration
   a. Should any concern arise about the appropriate use of the email system, equipment, and facilities, the District will provide adequate notice to the Association with the intent of correcting the problem.
   b. The Association agrees to hold the District harmless in the case of any litigation arising out of notices posted by the Association on District bulletin boards, sent through the intra-district mail system, or use of the email system by the Association.

C. Availability of Information:
1. Upon request the District shall furnish the Association with the following:
   a. Information concerning the financial resources of the District including, but not limited to, Annual Reports, Budgets, Monthly Reports, audits of the District books, and allocations of funds.
   b. All statistics kept by the District regarding student enrollment.
   c. All statistics kept by the District regarding certificated employees and substitutes for certificated employees.
   d. All information except that excluded by law, needed to process a grievance.
2. The District shall provide:
   a. The District shall make available to the Association a copy of all Board meeting agendas, consent agendas, draft minutes, and other non-confidential materials provided Board members in advance of any regular or special Board meeting. These will be available on-
D. Release Time for the Association and Association Leave

Release time shall be available to the Association for matters stemming from or related to the local bargaining relationship including conferences and negotiations with the employer, contract administration and maintenance, participation in grievance arbitration hearings or conducting other Association business during the work day.

1. Release Time with Pay includes:
   a. Conferences and Negotiations with the Employer
   b. Contract Administration and Maintenance
   c. Participation in Grievance Arbitration Hearings
   d. A forty-five minute, excluding lunch, Association member meeting on the first contracted day of the school year.
   e. A forty-five minute, excluding lunch, Association new teacher meeting on the New Teacher Orientation Day.

   If these meetings are not needed, the Superintendent will be notified in writing by August 1st.

E. Association Leave

The District will grant up to forty (40) days per year to employees for the purpose of conducting Association business. Requests shall be made to the Superintendent or designee and such leave shall be granted. Leaves may be granted in half-day or full-day increments. The Association will reimburse the District the cost of substitutes. No individual may use more than twelve (12) days of these forty days, and no more than six (6) members per day may use Association leave. Additional flexibility may be allowed with approval of the Superintendent.

F. General Association Leave

Should any member of the Association be selected to a committee within the larger Association (i.e. UniServ, WEA, and NEA) and find it necessary to be away from their teaching duties, they shall request such leave in writing from the Superintendent or designee and such leave shall be granted up to fifteen (15) days per year. The appropriate organization shall reimburse the District for the cost of any necessary substitutes. Additional days may be granted at the discretion of the Superintendent. This leave shall not be deducted from the Association leave of forty (40) days.

G. Release Time for Board Meetings

The Association President or representative shall be released from their district duties to attend all public Hoquiam School Board meetings that are held during hours when school is in session. The Association may be allowed to be on a particular Board agenda to discuss a specified business item pursuant to Board policy and procedures.

H. Rights of Grievance Representatives

Association grievance representatives shall be recognized by the District and their supervisory representatives in all of the District buildings and facilities.
Association grievance representatives in all District buildings and facilities shall be allowed reasonable and sufficient time to investigate and process grievances in compliance with the grievance procedure.

Association grievance representatives shall have access to any and all information necessary to process grievances in compliance with the grievance procedure.

Association grievance representatives shall not be interfered with, harassed, coerced, or intimidated by the Employer's representatives for the performance of duties as a grievance representative.

The Employer shall not hinder, interfere with or in any way influence the selection of Association grievance representatives.

Association grievance representatives shall have access to all employees he/she represents.

Association grievance representatives shall have the right to present grievances to the Employer or his designated representative within the grievance representative's jurisdiction.

Association grievance representatives shall have the right to attend meetings with the Association labor relations committee to process grievances.

Grievance representatives shall suffer no loss of pay, interference, hinderance, or discrimination when carrying out their duties.

I. Access and Association Business

The Association and its representatives shall have access to all District buildings where employees represented by the Association are employed, to the Administration Office and to all employees.

J. Orientation of Staff

At both the meetings for all the staff new to the District and the all staff meeting prior to the opening of school, the President of the Association, or the designee of the President, shall have the opportunity to speak to those assembled.

The Employer shall provide the Association a list of all employees new to the district by the second student attendance day of the school year. The Employer shall provide the Association a list of all employees, their buildings and assignments by October 31st.

If employees are hired at such a time when they are not able to be present prior to the opening of school, the President of the Association, or the designee of the President, shall have the opportunity to meet with them.
K. **Payroll Deductions Related to the Association**

The Association shall have the right of automatic payroll deduction of its unified membership dues, assessments and fees for employees. Unified means dues required to be an active member of the Association.

Those bargaining unit members employed less than full time will pay a pro-rated amount of the total dues. The District will deduct these amounts in equal payments and transmit them to the Association.

The automatic payroll authorization form shall clearly state that it is understood by the employees signing the authorization that continuation of dues deductions until the end of the dues period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of membership shall be made in writing to the Association between the beginning of school year and September 20, and shall become effective at that time. The Association shall promptly submit notice of such revocation to the district payroll office.

The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, WEA-PAC, tax-sheltered annuities, credit union, NEA FCPE, WEA-R, WEA-R Chinook, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board or its designee.

L. **Representation Fees**

Each employee who is a member of the bargaining unit herein defined, but not a member of the Association, shall be liable to contribute to the Association as representation costs, an amount equivalent to the Certificated Fee Payer rate. The District agrees to deduct this amount from the compensation of each of said employees so covered by this Agreement.

In order that the District may carry out its obligation to deduct said service fee, the Association agrees to furnish the District a list of its membership.

M. **Charitable Organization Deductions**

Any employee objecting to the representation fee based on bona fide religious tenets, or teachings, of a church pursuant to RCW 41.59 and WAC 391-95-030, will notify the Association and the District of such objection in writing. This exception to paying the representation fee is called non-association.

Upon the filing of such objection, if the Association determines that an employee has a bona fide religious objection to the payment of the representation fee, said fee shall be remitted by the District to an Association approved secular charity. The employee and the Association shall agree upon the charity. In the event agreement as to the charity cannot be reached, or if the Association does not agree that an employee has a bona fide religious objection, the issue shall be decided by the Public Employment Relations Commission pursuant to WAC 391-95.

Pending determination by PERC, the District agrees to deduct from the salary of the employee an amount equal to the monthly dues rate. These monies will not be transmitted until the District is notified of the decision. If PERC does not grant non-association, the total amount of these monies shall be remitted to the Association.
The District and the Association agree that those employees that have non-association status shall be notified in writing of the total amount that they must contribute to charity before September 15th of each school year, or ten (10) days after ratification of this article, whichever comes last. The District and the Association shall develop a document which states the conditions for the payment of the contributions to charity. This form shall be signed by the employee to whom non-association status has been granted.

The Association agrees to hold the District harmless against any liability, costs, and attorney fees that may arise by reason of any action taken by the District to comply with these provisions.

Section II - Employee Rights

A. Individual Rights

Employees shall be entitled to full rights of citizenship: human rights, civil rights and political rights. There shall be no discrimination with respect to the employment of any person because of such person’s age (over 40), sex, sexual orientation, including gender identity, marital status, race, creed, color, ethnic background, national origin, domicile, honorably discharged veteran or military status, political activity or lack thereof or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, unless based upon a bona fide occupation qualification, provided that the prohibition against discrimination because of such disability will not apply if the particular disability prevents the performance of the particular worker involved.

The Employer shall not discriminate against any applicant for a position represented by the Association or any employee because of:

1. his/her family relationship, unless that the relationship invokes the laws relating to the ethical conduct of public officials and conflict of interest,
2. membership in a lawful organization, or
3. orderly exercise during off school hours of any rights guaranteed under law to citizens generally.

The Employer shall not harass, intimidate or adversely affect the employee because of disapproval of the way the employee lives his/her private life. The Employer shall only reprimand, discipline or adversely affect an employee for just cause.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

B. Right to Join and Support Association

Employees of the District who are represented by the Association have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and
other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States; or discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association, participation in any grievances, complaint or proceeding under the CBA or otherwise with respect to terms or conditions of employment.

C. Due Process
No employee shall be reprimanded, disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Nor shall compensation lost be greater than time not worked, prorated in one quarter (1/4) hour intervals.

The District will follow a policy of progressive discipline. This policy will include verbal warning, written reprimand, suspension, and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Before any employee shall submit to an interview or meeting with a district representative for conduct that could result in the imposition of discipline, he/she shall be advised of the right to have a representative of the Association present. The District administrator shall make a reasonable effort to first advise the President of the Association of the potential need for Association representation before the interview/meeting shall proceed. Within the first week of the reopening of each school year, the Association shall provide a written list of authorized representatives for this purpose, to include the UniServ Representative and/or the Association President as primary contacts. The Association shall periodically update this list to reflect changes in official representatives. When such a request for representation is made, no action shall be taken with respect to the employee until a representative is present, or within two (2) working days, whichever is sooner. All information forming the basis for any reprimand, discipline or adverse effect shall be made available to the employee and the Association. All charges shall be made in writing.

An employee has the right to face his/her accuser(s) and to cross-examine witnesses. Any derogatory material received by the personnel office must be brought to the attention of the employee within fifteen (15) working days after receipt of such material (brought to attention means: shown to the employee if it is not during summer vacation and if during the summer vacation, a letter must be sent to the employee informing the employee of the material and advising him/her to inspect the material at the employee’s earliest convenience).

If the derogatory material is not brought to the attention of the employee within fifteen (15) working days, it shall be destroyed and cannot be used as evidence in any grievance or in any disciplinary action against said employee.
The Employer shall not initiate any adverse action against an employee except where the events or matters that are the cause of the action occurred during the current school year except where state law or policy mandates otherwise. If the District is intending to notify OSPI of any action that may be the cause of disciplining an employee, including, but not limited to suspension or revocation of a teaching certificate, it shall notify the employee and the Association before doing so.

D. Academic Freedom
Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities. Academic freedom includes a commitment to the democratic tradition, a concern for the welfare, growth and development of children and an insistence on objective scholarship.

The Board and the Association recognize the ability of students to progress and mature academically is a combined result of school, home, economic and social environment and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the student in the classroom.

E. Personnel Files
Employees or former employees shall, upon request and during normal District Office working hours, have the right to inspect all contents of their complete personnel file and working file kept within the District, as well as employment references leaving the District. Anyone, at the employee's request, may be present in this review. The Superintendent or his/her designee will be present at this review.

Upon request, a copy of any document contained therein shall be afforded the employee at District cost. No secret personnel files shall be kept.

Materials placed in the building “working files” shall be destroyed one calendar year after placement in the file. Separate files for processed grievances, disclosure statements and fingerprint reports, medical and rehabilitation reports and threatening or intimidating communication shall be kept apart from the employee’s District personnel file.

The principal may keep a copy of the previous year’s final evaluation for each employee and the employee's response, if such exists, in a building file. When the final evaluation for the current year is complete and sent to the District Office, the previous year's evaluation and response, if any exists, shall be removed from the building file and destroyed. At no time should more than one final evaluation be kept in the building file.
Employees or former employees shall, upon request and during normal working hours, have the right to inspect all contents of the building file. Anyone, at the employee’s request, may be present in this review. The Principal or his/her designee will be present at this review.

No secondhand, unsigned statements shall be kept in any personnel file unless the District investigates the accusation and determines that the matter should be the basis of disciplinary action or pertains to evaluation criteria and is included through the performance evaluation process. The District will notify an employee within fifteen (15) working days when materials are placed in his or her personnel files. An employee shall have the right to attach his or her response to those materials. No derogatory statement shall be kept in any employee’s file more than one (1) calendar year from the date of receipt except where there are reasons to believe that state law or state policy may have been violated or the continued practice of the same behavior may result in state law or policy being violated. However, the Superintendent may, at his/her discretion, remove the derogatory statement during the one (1) year period.

Fingerprint reports that are derogatory and medical and rehabilitation reports will not be kept over thirty (30) days without being shown to the employee and the employee may attach his/her response to the material presented.

Upon request by the employee, the Superintendent or his/her office designee shall sign an inventory to verify the contents of the personnel or working file at the time of inspection by said employee.

F. Staff Protection
Employees have the constitutional right to contact law enforcement and/or judicial authorities. An administrator may not threaten, harass, or intimidate an employee for exercising this right.

The District agrees to support employees in the reasonable exercise of their official duties. To this end, District administrators shall take the necessary actions described herein to support employees in the reasonable exercise of their duties.

Sexual harassment will not be tolerated and harassers shall be subject to discipline. See Appendix A for the policy and procedures regarding it.

Any case of assault upon an employee shall be promptly reported to the immediate supervisor or first available administrator who shall promptly render all assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will be paid full salary for the period of absence, less the amount of any workman's compensation
award made for disability due to said injury. No part of such absence will be charged to
annual or accumulated sick leave.

All rights and benefits under this agreement shall be maintained during the period of
disability not to exceed a period ending twelve (12) months after the end of the school year
in which the disability occurred.

The employer shall reimburse employees for any and all costs incurred as a result of assault
including all related medical costs not covered under insurance benefits to which employees
may be entitled whether set forth in this agreement or maintained personally.

Employees shall be informed prior to being assigned student(s) who evidence deviant
behaviors that could present a safety problem to the students or staff. Employees shall be
provided with specific information about the known behavior pattern(s) of the student(s)
and suggested strategies for managing those behaviors.

It shall be a violation of the rights of employees for any person, including a parent or
guardian of a student of the District, to engage in or imminently threaten to engage in any
of the following:
1. To insult or abuse an employee anywhere on school premises while such employee is
   carrying out his or her official duties; or
2. To willfully create a disturbance on school premises or at school activities or school
   meetings;
3. To singly or in concert with others intimidate by threat of force or violence any employee
   who is in the peaceful discharge or conduct of his or her duties; or
4. Threatening or intimidating communication.

If, in the course of carrying out official duties, an employee reasonably believes a person has
acted or is imminently threatening to act towards him or her in a manner described above,
the employee will request assistance from an administrator/supervisor who will intervene
and initiate steps to facilitate a resolution. Such steps will include separating the parties at
the employee's request and employing a variety of conflict resolution strategies which may
include the immediate removal of the person from the building, grounds or other property
of the District and may include police assistance. If the employee's
administrator/supervisor is not available, the employee shall contact any other district
administrator, who shall act as described herein, or the police.

As stipulated in RCW.28A.635.020, it is unlawful for an individual not to comply with a
directive of an administrator.

The District agrees to hold employees harmless and defend from any financial loss, including
reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal
prosecution or judgment by reason of any act or failure to act by such employee within or
without the school building, provided such employee, at the time of the act or omission
complained of, was acting within the scope of his/her employment or under the direction of
the employer.
Employees can best be protected and supported in matters related to the selection and use of teaching materials if Employees observe District policies and procedures with regard to such matters. See Appendix B for information on the Instructional Materials policies and procedures.

G. **Safe and Healthy Working Conditions**

The District shall provide a safe and healthful working environment for all employees. Employees will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

The employees agree to comply with WISHA. In order to comply the Association agrees to:

1. Appoint one (1) member per building to serve on the District Safety Committee by Sept. 10th.
2. Report all unsafe and hazardous working and work site conditions to the District and their building Safety Committee members.

Violations of safe and healthful working environments are subject to the grievance procedure.

Employees shall meet state requirements for holding first aid and CPR cards for the positions(s) they hold.

H. **Non-Professional Duties**

The District shall assign assistant time to each school, over and above the normal hours assigned, for the purpose of relieving teachers of non-professional duties such as, but not limited to, supervision of bus loading or unloading, and supervision of playgrounds. Teachers will assist in hall supervision during passing time. Teachers with students in their classrooms during student passing time may not be available to assist with hall supervision. The specific duties will be assigned following consultation between principal and faculty at each school.

Employees shall not be required to drive students to activities which take place away from the school building. They may do so voluntarily only with the advance approval of their principal or principal designee. In such event, they shall use a school vehicle, if available. Personal car mileage shall be compensated at a rate equivalent to the state rate paid per mile for all driving done in their own automobile.

**Section III - Instruction**

A. **Work Load Levels (Class Size)**

The district shall attempt to meet the following standards for class size, except in traditional large group instruction, experimental classes, or following a double levy failure.

Student-teacher ratio in  
K-3 to be 25 - 1  
4-5 to be 28 – 1
Student-Adult ratio for “walk-to” classes:

- 25-1 for K-3 above Benchmark and Benchmark
- 28-1 for 4-5 above Benchmark and Benchmark
- 20-1 for Strategic
- 10-1 for Intensive classes

The Association and the District shall oversee and monitor the implementation of “Walk To” class ratios and assignments to ensure that certificated staff are not unduly burdened by the flexibility of using para-professionals. This issue shall be part of the agenda for the monthly contract maintenance meeting.

No teacher at a given level or class should exceed these limits until all other classes at that level reach the specified limit.

In special cases, and with the consent of the teacher, exceptions to the above may be made. In such cases the teacher’s supervisor shall notify the Association President or his/her designee by phone no later than the close of school the following day, and in writing within ten (10) school days. Included in such communications will be the specific reason that such exception should be made.

The District and Association recognize that class size has an impact upon the educational process. When the employee, in exercising his/her professional judgment, determines that he/she has been assigned a student load/case load that exceeds the suggested limit and is negatively impacting the learning process, the employee may apply to the Superintendent for assistance in improving the learning process. When such a request is made, a meeting of the class size committee will be held within ten (10) working days.

The class size committee shall consist of a representative from each building and two (2) administrators. The Association president or his/her designee shall select the Association representatives to the committee. When an employee requests assistance, a sub-committee will meet within five (5) working days. In an urgent situation, the sub-committee will meet within two (2) working days. This subcommittee will consist of at least one of two members designated by the Association; at least one member designated by the District and the other class size committee members who are available to meet.

The class size committee will meet with the teacher or his/her designee. When possible, all employees at that grade level or in that subject area will be involved in the problem solving process since decisions made may affect them. The class size committee, in consultation with the teachers involved, will determine possible solutions and determine which will be utilized in that situation. The possible solutions may include, but are not limited to:

1. Instructional or General Assistant time.
2. Additional planning time provided by a substitute. This time may be used in half or full day segments at the employee’s option. Use of this time may include but is not limited to time to plan, prepare grades or progress reports, preparation of curriculum or materials, observing other teachers, or additional in-service beyond what is already allocated.
All of the above will also apply to all "walk-to" classes.

B. Caseloads:
If the SLP (Speech Language Pathologist) or OT (Occupational Therapist) caseloads exceed an average weekly direct services caseload of 55 students in any academic semester, the Director of Special Services shall meet with the SLPs and OTs and attempt to reach an acceptable solution. The academic semester count will be determined by the October 1st and February 1st P223 counts.

If no mutually acceptable solution is reached, the Association may reopen bargaining on the issue of SLP/OT caseloads for that school year.

C. Preparation Time
Every full time P-12 classroom teacher shall have at least two hundred (200) minutes per week for preparation time. The District will provide preparation time for K-5 teachers, including program specialists, so that no less than one hundred-fifty (150) minutes will be provided weekly within the student day in blocks of no less than thirty (30) continuous minutes per day.

Teachers of grades 6-12 will receive one class period of planning time per day.

All Employees:
Employees may be asked by the school administration to cover a teacher's class during their preparation period. The administration will first seek volunteers to fill the void created by an absent teacher. In the event no volunteers are available, the administration may assign an available employee to cover a class up to seven (7) times per year. After the seventh time of covering a class, the employee will be paid per diem-per period.

Employees who travel between buildings shall have no less than thirty (30) continuous minutes of planning time, exclusive of travel time.

All other employees (i.e. ESA, Educational Staff Associates, certificated staff and librarians) shall have at least two hundred fifty (250) minutes per week for preparation time during their work day exclusive of WAC time.

A standing committee shall be established jointly by the Association and the District to monitor/study class size and preparation time. The committee shall be composed of equal representation by the District and the Association. The Association President or his/her designee shall select the Association representatives to the committee. It is understood that any action regarding these issues shall be bargained.

D. Visitation by Patrons
The Board welcomes and urges citizens to visit the schools and to discuss the instructional
program with staff members.

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following procedure must be followed:

1. All visitors to a school and/or classroom shall obtain the approval of the principal or supervisor or his/her designee, and if the visit is to a classroom the time will be arranged after the principal or supervisor has conferred with the employee.

2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

3. The District shall establish a procedure for visitors.

E. Employee Development and Training (In-service)

The District shall provide sufficient training and monies to promote District and building goals and also the individual teacher's educational goals. To provide for this the District will allow at least twenty-five (25) in-service hours with pay which are individual in nature. Special programs such as PGO (Professional Growth Option), instructional changes and restructuring shall be in addition to this minimum. In the event that such District provided in-service training carries college credit, the employee may obtain credit from the issuing institution. The District shall provide funds to pay necessary presenters.

Employees who write grants to gain funds for District, building, curriculum or restructuring in-service, with the consent of the Superintendent/designee, may be provided with either:

1. Release time during the time needed to write the grant or
2. Compensation at curriculum rate for the portion of the grant written outside of school hours.

F. Attendance at Meetings and Conferences

Determined by program need and within budget parameters, attendance at professional conferences and meetings may be granted upon written request to the Superintendent. Such attendance at professional meetings and conferences shall include the following:

1. Full Payment: Substitute and necessary expenses paid by the District. This category applies to employees representing the District at professional conferences, meetings, symposiums and seminars.

2. Partial Payment: Substitute paid by the District with necessary expenses paid by the District or outside agency. This category applies to Employees in cooperation with outside agencies at conferences, meetings, symposiums and seminars.

3. Zero payment: Substitute is paid by the Association for conferences, meetings, symposiums and seminars. Day(s) shall not be deducted from Release Time for the Association.
G. Student Discipline
The Employer and employee shall expect acceptable behavior on the part of all students who attend school in the District.

The District shall support and uphold employees in their efforts to maintain discipline in the District, and shall give response to all employee’s requests regarding discipline problems. Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

In the case of misconduct or insubordination, when a teacher deems it necessary he/she may recommend in writing to the principal a student’s suspension or expulsion from school. The misconduct or insubordination shall be carefully documented specifying dates or occurrence and specific acts.

As per RCW 28A.600.020 a teacher may exclude from his or her classroom or activity area any student who creates a disruption of the educational process or is in violation of the building disciplinary standards while under the teacher’s immediate supervision. The student may be excluded from the classroom for all or any portion of the balance of the school day or up to the following two (2) days or until the principal or designee and the teacher have conferred, whichever occurs first. Except in emergency situations, however, the teacher must attempt one or more forms of corrective action before excluding the student. In no event may an excluded student be returned to the instructional area during the balance of the class or activity period without the consent of the teacher or until the principal or his or her designee and the teacher have conferred and mutually agreed to return the student to the classroom, subject to the rights of special education/504 students. After two (2) documented interventions, the classroom teacher may request a Guidance Team meeting (comprised of the affected teacher, building administrator, and other certificated support staff). This meeting will be held within ten (10) school days after the student’s return to class. The purpose of this meeting is to consider the student’s behavior and use of additional appropriate interventions.

The District will make reasonable efforts to ensure that an administrator is available to each building during the school day.

Prior to placement in the classroom, the teachers shall be notified by the District of any student, new to the District, whose records indicate that he or she has been previously suspended, expelled or has a criminal record or documented history of sexual misconduct.
Section IV - Conditions of Employment

A. Individual Contract
All individual employee contracts shall be subject to and consistent with the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual employee contract contains any language inconsistent with this Agreement, the Agreement during its duration, shall be controlling.

B. Employment Contracts
The District agrees to issue individual employee contracts for the succeeding contractual year at least fifteen (15) calendar days before the last student attendance day of the year. If such contracts are issued prior to the completion of bargaining they shall contain a provision stating subsequent individual contracts will be issued which conform to the provisions of the completed bargaining and all increases in remunerations shall be retroactive to the beginning of the individual contractual year. Individual contracts must be returned fifteen (15) calendar days after their receipt (if mailed, the postmark must be 15th day or less after it was received). If the 15th day falls on a Saturday, Sunday or holiday the next weekday or non-holiday will be considered the 15th day. If not returned by this time the contract is invalid. These dates may be changed if mutually agreed upon.

Copies of Contract: The Employer shall issue a written contract to each employee which shall be in conformity to the laws of this state and the terms of this agreement. Each contract shall be made in duplicate; one copy to be retained by the school District, one copy to be retained by the employee.

1. Employees on leave of absence or maternity leave shall inform the District in writing of their intentions regarding return to duty no later than the first work day in May. Contracts issued to such employees will be mailed to the address stipulated by the employee or delivered to an individual given power of attorney for purposes of signing said contract.

2. Release from Contract
An employee under contract shall be released from the obligation of the contract under the following conditions:

   a. A letter of resignation must be submitted to the Superintendent's office.
   b. If the letter of resignation is received on or before June 30 the release shall be granted.
   c. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.
   d. Releases from contract not covered in items 2 or 3 above will be granted, if in the Superintendent's judgment, an acceptable replacement can be found.

3. Length of Contract
The basic contract shall be for one hundred eighty (180) days of service plus any
additional Learning Improvement (LID) Days specifically funded for that year by the State. In addition, there shall be a supplemental contract for TRI days funded by the District. If the Legislature does not fund LID Days, the work year shall remain at 180 contract days plus negotiated TRI days.

Each full-time employee shall work, in addition to her/his base contract year, any additional LID Days specifically funded for that year by the State. The parties also agree that each part-time employee shall work a prorated number of LID Days calculated by multiplying his/her FTE status times that number of additional LID Days. Each site may use resources at the site to enable a part-time employee to participate on a paid basis in all activities scheduled during a LID Day and deemed important at the site level.

The purpose of LID Days, as explained in WAC 392-140-951, is to expand the state-funded school year for certificated instructional staff. These additional days will provide time for teachers, other certificated instructional staff, and administrators to work together to plan, and implement education reforms designed to increase student achievement. The District will involve staff in mutually designing and planning LID days consistent with the involvement of the Curriculum Council/Building Staff in previous school years.

Activities that may be conducted on LID Days shall be consistent with District and school plans for improving student learning in accordance with WAC 392-140-957. District and school plans shall delineate how the learning improvement days will be used to assist students in meeting the essential academic learning requirements and help the District or school achieve state and local accountability goals. Plans shall be made available to the public and to others upon request. Activities that may be conducted on LID Days include, but are not limited to, the following:

a. Developing and updating student learning improvement plans.
b. Implementing curriculum materials and instructional strategies.
c. Providing professional development to implement the selected curricula and instruction.
d. Developing and implementing assessment strategies and training in assessment scoring.
e. Conducting other activities intended to improve student learning for all students, including students with diverse needs.

At the request of either party, this section shall be renegotiated if changes are made to State law impacting this section.

4. Supplemental Contracts
   There shall be supplemental contracts for the following positions:
   a. Co-curricular positions that require a certificate
   b. In-service Hours
   c. Extended Day positions
d. Mentor teacher/beginning teacher

e. Incentive Hours

f. Lead Teachers

g. Math Coach

h. Literacy Coach

Any additions in the above categories shall be made in accordance with the provisions of Article IV, Section 1C, of this agreement or as mutually agreed to by the Association and the District.

D. Work Year

The work year for employees shall include twelve (12) self-directed TRI days that are in addition to the one hundred and eighty (180) day base contract year and four (4) District directed days consisting of two (2) District directed and two (2) optional district funded LID, all paid at per diem. For these extra days, a supplemental contract shall be issued.

Full time Special Education teachers will receive thirteen (13) self-directed TRI days, two (2) District directed days and two (2) optional LID days, all paid at per diem. For these extra days, other than the two LID days, a supplemental contract shall be issued (Appendix H).

If the state provides specific funding for the LID during the life of this agreement, such funding will replace local funding of the LID.

All Self-directed TRI days shall be applied for using Appendix H of this agreement.

For those positions having extended contracts, the work year shall commence as provided in that contract. Teachers new to the District shall receive one (1) additional District directed TRI day at per diem for orientation purposes.

The additional TRI days include classroom preparation prior to the first day of school.

Should there be an increase in the COLA by the legislature, the District will pass through this amount to the per diem rate.

The following holiday, vacations and professional days shall be granted and no employee shall be forced to work these days:

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<tr>
<th>Holidays</th>
<th>New Year’s Day</th>
<th>Labor Day</th>
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<td>Martin Luther King Day</td>
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<td>Presidents Day</td>
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It is understood that when any of these days fall on a Saturday, the Friday preceding shall be considered a holiday and when any of these days fall on a Sunday, the following Monday
shall be considered a holiday.

**Vacations:**
- Thanksgiving: Thanksgiving and the day after Thanksgiving
- Winter Vacation: To be determined
- Spring Vacation: First full week in April

**Professional Days:** As established by OSPI

**Early Dismissal:**
Early dismissal will occur on the days prior to Thanksgiving Vacation and Winter Vacation, and that dismissal will be one (1) hour early. Early dismissal on the next to last student day will be one (1) hour early and on the last student attendance day will be two and one-half (2 ½) hours early. In recognition of the numerous extra hours already worked during May and June to prepare grades, record and other end of the year tasks, employees may leave fifteen (15) minutes after students on the next to the last and last student days provided that all end of year assignments are completed. All early dismissal times stipulated above shall be minimums.

In the event the start of the student day is delayed due to snow, storms or other causes teachers, will be expected to be in their building fifteen (15) minutes before students arrive.

Students K-8 will be dismissed one-half (½) day early the Friday before each conference week for teachers to have preparation time for the following week’s parent-teacher conferences.

High School students will be dismissed for one-half (½) day following the immediate end of the first semester to allow teachers to calculate final grades, submit them to the office and prepare for the start of the second semester.

**Weather Related Disruptions**
In the event that school closure due to snow, storms or other causes recognized by the Superintendent of Public Instruction makes it impossible to hold school for the statutorily required one-hundred eighty (180) days and when it is mandatory that the time lost be made up, the Association and the District will meet to recommend make-up days to the School Board.

**E. Length of Work Day**
1. The length of the minimum work day for full time employees shall be seven (7) hours including at least thirty (30) minutes, exclusive of passing time, of duty free time for lunch at a reasonable time. The District shall schedule seven (7) hours and fifteen (15) minutes of each seven and one half (7.5) hour workday for each building on two (2) days of the week in addition to the staff meeting day. On the other two (2) days of the week the District will schedule seven (7) hours of the workday. The work week for each full time employee shall be thirty-seven and one half hours (37.5).
a. Each employee will schedule their work week with their building principal at the beginning of the school year. Buildings shall schedule their staff meetings on a specific day of the week. Forty five (45) minutes shall be scheduled for staff meetings.
b. The leave provisions in the contract will be applied to the work day and week scheduled by each employee.
c. Any increase in contact time with students shall be the result of the bargaining process.
d. No employee shall be required to work before 7:30 am and no later than 4:00 pm. Secondary (Middle and High School) staff meetings may be held once a week beginning forty-five (45) minutes before the first student bell in the morning.
e. Between 10:30 a.m. and 1:30 p.m., the employee shall have a continuous thirty (30) minute duty free lunch period, exclusive of passing time.
f. No employee shall be required to work a non-continuous day.

F. Payment
In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

Payroll checks shall be issued to the Employee on the last working day of the month. If cash reserves allow December checks to be issued on the last working day before winter vacation, the District will notify the Association in advance.

In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the fifteenth (15th) of the next month. When an overpayment is made, if time permits, two (2) pay periods must be paid at the employee’s full, correct rate before repayment deductions can be taken from the employee’s check. Cumulative errors shall be corrected at the rate they accumulate, if time permits, within the contracted period.

G. Job Sharing
All positions are open for job sharing. Applicants shall apply as a team. Each team shall be provided a contract for no more than one (1) contract year. The contract shall specify duties and length of contract. Fringe benefits shall be granted proportional to the time each shares the position, but shall be no less than if they were in a non-job sharing position with that amount of F.T.E. Together their benefits shall be no less than one (1) person (1.0 F.T.E.) All other benefits will be the same as for non-job sharing employees.

H. Moving Expenses
The District will assist any transfer that takes place within the District by providing maintenance personnel and vehicles at a time and day mutually agreed upon by the affected teachers and District superintendent/designee.

Any certificated employee asked by the District to make a physical move to another location
anywhere within the District shall receive two (2) days’ pay at per diem rate for packing and unpacking supplies and materials done outside of the work day, or two (2) release days, as determined by the administrator.

I. Professional Funds
The District will place an additional $5,000 into the CMC pool each year for staff to attend professional development conferences, trainings and meetings that occur on school days scheduled outside the District.

Application for use shall be made on forms developed in a sub-committee comprised of equal number of Association and District representatives and available on the first day of school. Participating teachers must submit completed forms to their immediate supervisor for approval. The supervisor will bring the completed form to the CMC committee for approval before the applicant attends such conference, meeting or training. The allocated monies will pay for substitute costs.

Except at the discretion of the Superintendent/designee, no more than eight (8) employees shall be allowed to take leave on any one (1) day.

Section V - Leaves
No deduction from leaves shall be made provided said leave is taken before or after the student attendance day, during the thirty (30) minute duty free lunch or during preparation time. For other times that do not require a substitute, leaves less than a full day shall be prorated in one-half (1/2) hour intervals. For times that require a substitute, leaves less than a full day shall be prorated in one-half (1/2) day intervals.

A. Sick Leave
At the beginning of each school year, each employee shall be credited with sick leave of twelve (12) days with full pay to be used for absences caused by physical or mental illness, injury, poor physical or mental health, emotional strain caused by family illness; maternity; emergency; quarantine or other disability. Sick leave is to be used only if other leaves do not apply or after the total number of days granted have been used such as in the case of bereavement leave. Each employee's portion of unused sick leave shall accumulate from year to year and be transferable within the state from district to district. For use purposes, accumulation is unlimited.

Upon request of the employee the District will provide the employee with the information regarding total sick leave days that he/she has accumulated.

An employee who is unable to perform the duties because of personal physical or mental illness, maternity or disability may, upon request, be granted a leave of absence without pay for the remainder of the contractual year. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent.
Consistent with 28.400.210 RCW, and to the extent authorized by said law, Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she can cash out unused sick leave days in January following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) days of accrued sick leave. Such annual cash-out is limited to the unused sick leave earned during the previous twelve (12) months. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month, a maximum of twelve (12) days per year, and/or 180 days. At the time of separation from District employment due to retirement* or death, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now and/or as hereafter amended.

At the time of separation from District employment due to retirement* or death, an eligible employee or the employee's estate may choose to receive 50% of the monetary compensation for sick leave cash out with 50% received one (1) year after separation from employment.

* For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System (WSTRS).

It is mutually agreed between the Association and the District to reopen any leave specifically addressed in ESSB 6724 when the state and/or local ESD provides the District with procedures for implementation.

B. Disability Leave
Any employee in need of disability leave shall submit a request in writing to the Superintendent as soon as it is known that such leave is necessary. The written request shall specify the following:
1. Date on which such leave is to commence
2. Date on which such leave is expected to terminate.
3. Statement regarding number of sick leave days to be applied to such leave.

The following stipulations shall govern the granting of disability leave:
1. Leave shall be without pay and fringe benefits except for that portion covered by sick leave.
2. Extenuating circumstances may develop that must be verified by a medical practitioner's written statement in which the case leave may be extended.
3. All employment rights shall be maintained during such leave.
4. Upon return from leave, the employee shall be placed in the position last held or in a
similar position (if available) for which he/she is qualified in the District if the previous position has been eliminated and shall return to his/her position on the salary schedule.

C. Maternity and Paternity Leave
Any employee needing to use maternity or paternity leave shall submit such a request in writing to the Superintendent not later than one month prior to the beginning of such leave if possible, if not, then as soon as possible. The written request shall specify the following:
1. Date on which such leave is to commence.
2. Date on which such leave is expected to terminate.
3. Statement regarding number of sick leave days to be applied to such leave.

The following stipulations shall govern the granting of maternity and paternity leave:
1. Leave shall be without pay and fringe benefits except for that portion covered by sick leave.
2. Extenuating circumstances may develop that must be verified by a medical practitioner’s written statement in which case leave may be extended.
3. All employment rights shall be maintained during such leave.
4. Upon return from leave, the employee shall be placed in the position last held or in a position for which he/she is qualified in the District if the previous position has been eliminated and shall return to his/her position on the salary schedule.

D. Adoption Leave
Any employee needing to exercise adoption leave shall submit such a request in writing to the Superintendent not later than one (1) month prior to the beginning of such leave if possible; if not, then as soon as possible. The written request shall specify the following:
1. Date on which such leave is to commence.
2. Date on which such leave is expected to terminate.
3. Statement regarding number of sick leave days to be applied to such leave.

The following stipulations shall govern the granting of adoption leave.
1. Each employee shall be granted upon request two (2) days, with pay for the purpose of adoption.
2. Leave shall be without pay and fringe benefits except for that portion covered by sick leave or by the previous paragraph.
3. Extenuating circumstances may develop that must be verified by a medical practitioner’s written statement, in which case leave may be extended.
4. All employment rights shall be maintained during such leave.
5. Upon return from leave, the employee shall be placed in the position last held or in a position for which he/she is qualified in the District if the previous position has been eliminated and shall return to his/her position on the salary schedule.
E. **Teacher's Role As Parent**
A teacher acting as a parent shall be granted without loss of pay or benefits for conditions involving the child(ren) including:
1. parents’ tea and/or class day
2. parent-teacher conferences
3. graduation
4. field trips (up to one (1) per year)
5. other events as approved by the Superintendent/designee

No teacher can use more than three (3) days per year.

F. **Military Leave**
Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

G. **Jury Duty and Subpoena Leave**
Leaves of absence with pay shall be granted for jury duty, when an employee is subpoenaed to appear in a court of law and/or required to make a deposition on a school related matter. The employee shall reimburse the District for any compensation or witness fees received for duty performed on contracted days. Expense money shall be the property of the employee.

H. **Bereavement Leave**
Leave for family bereavement for a maximum of five (5) days for each occurrence, except for extraordinary circumstances, shall be granted upon application on forms supplied by the District. Necessary travel shall be by the most rapid method when extended time is requested.

Absence from work may be granted to an employee to attend the funeral of anyone other than the family. Such absence cannot exceed one (1) working day. Arrangement for such absence must be made with and approved by the Superintendent/designee.

In the event that bereavement leave is extended beyond the five (5) days stipulated above, the additional day(s) shall be treated as sick leave.

I. **Personal Leave**
Each employee, except substitutes, shall be granted three (3) days leave of absence for personal reasons. This leave shall be deducted from sick leave. If the employee has no sick leave, the cost of the substitute pay shall be deducted. All personal leave will be paid at one hundred seventy-five ($175) per day.

Application to the teacher’s principal for personal leave shall be made at least two (2) days before taking this leave (except in the case of emergency). The applicant for such leave
shall not be required to state the reason for taking the leave. The applicant will be given a 
response within forty-eight (48) hours.

Except at the discretion of the Superintendent, no more than eight (8) employees shall be 
permitted to take personal leave on any one day, unless no substitute is required. When 
personal leave is requested to extend a vacation, no more than five (5) certificated 
employees shall be granted leave on any one (1) day, unless no substitute is required. All 
requests for personal leave that may occur immediately prior to or directly following a 
vacation must be submitted by the employee directly to the Personnel Office.

Employees who do not use all of their personal leave during the school year will be granted 
a personal leave reimbursement for any days not being carried forward to the next year. 
Reimbursement will be at $175 per day.

One (1) day may be carried forward to each succeeding year.

J. Leave of Absence

The purposes of study, travel, recuperation, teaching in another school district, working in a 
professionally related field, Association or association related business, family matters, 
campaigning for and serving in public office, and reasons pursuant to Article II, Section 9 of 
this contract are reasons for employees to be granted leaves of absence up to one (1) year 
without pay. The Superintendent or his/her designee may grant leaves for other purposes 
as he/she chooses.

Upon return from leave, the employee shall be placed in the position last held or in a 
position for which he/she is qualified in the District and shall return to his/her position on 
the salary schedule.

If leave is granted for study or for the purpose of staff reduction under Article II, Section VIII 
of this contract, the District will provide the following additional benefits:

1. Accumulative sick leave will be granted as if the teacher was on active duty for the 
   District during the leave time.
2. If eligible under the existing salary schedule at time of reinstatement the teacher will be 
   granted an experience increment as if the teacher was on active duty for the District 
   during the leave time.
3. Employees on a "leave of absence in lieu of RIF" shall, for the purpose of rehire by the 
   District, be considered in the Employment Pool described in Article II, Section VIII, C.7. 
   Such employees shall maintain their rights in the Employment Pool upon rejecting an 
   offer of reemployment from the District if such rejection was caused by the employee's 
   inability to be released from a contractual obligation to another school system.

   Upon written request to the Superintendent, and with District approval, the employee 
   may request and be granted an additional one (1) year of leave.
Section VI - Employee Support Facilities, Equipment, and Materials

It shall be the policy of the District to provide the following minimum facilities and equipment in each building:

A. A sufficient and accessible work area containing equipment and supplies to aid in the preparation of instructional materials, including printer ink cartridges for building/District purchased and approved printers.

B. A communications system between classrooms and the office with privacy switch.

C. Parking area at each school reserved for employee parking.

D. An accessible, privately located telephone with a private line available only for use of staff.

E. Furnished lounges and dining areas.

F. Clean restrooms separate from students.

G. Appropriate office or classroom furniture.

H. Keys consistent with security needs.

I. Classroom storage space in the employee's immediate work area. Such space shall include: lockable closet space, a separate desk with lockable drawer space, chair and adequate lockable storage space for professional and/or instructional materials.

J. Equipment and materials required for the implementation of IEPs shall be provided prior to the placement of the student into the least restrictive environment.

All buildings shall be adequately lighted inside and out for safety and protection of employees who work after dark.

The employer agrees to provide and maintain teaching materials and equipment for each employee in order to perform professional assignments.

The District shall maintain all facilities, equipment, materials and information in a safe, clean, healthful and functional manner.

Section VII - Assignment, Transfers and Vacancies

To assure that students are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the Professional Educator Standards Board, to subject, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. Employees shall have notification in writing no later than June 30 of any changes in their assignment(s). Subsequent to June 30 changes in assignment shall be made only after conference with the employee concerned.

In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the education program.
A. Procedures – Transfer or Reassignment
Employees who wish to transfer or a reassignment, the following procedures shall be used:
1. The employee shall write and submit a letter specifying positions interested in by April 15 which shall be kept on file by the District.
2. Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been found by the Superintendent to be unqualified for the position.
3. At least thirty (30) days prior to the beginning of the school year, the Superintendent or his designee shall notify in writing and/or by personal conference each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request.

B. Procedures – Vacancies or Newly Created Positions
To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
1. All vacancies and new positions shall be publicized to employees and the Association through a written notice which shall be distributed to each employee as far as possible in advance of the date of the opening of any vacancy or new position. During summer vacation such notification may include posting on a web page or voice mail/answering machine. Employees will be notified before the last day of school where to check during the summer for vacancies and new positions.
2. Notice of vacancies or new positions shall clearly set forth the qualifications for the position and the procedures for applying.
3. All vacancies or new positions shall be filled on the basis of qualifications for the position.
4. The District shall make all possible effort to fill vacancies and new positions with their present employees before out of District hiring can occur. An employee on a leave replacement contract during the previous year will be included in the applicant pool for out of District hiring if they:
   a. Served for a minimum of one (1) year.
   b. Qualify and apply for the position.
   c. Received a satisfactory evaluation the previous year.

C. Involuntary Transfer
1. General Provisions: An involuntary transfer is defined as a change in school building without the consent of the classroom teacher (this excludes specialists). (This does not include moves caused by school construction.) No employee shall be involuntarily transferred to a different building if another qualified employee has applied for that position unless the building from which the employee being involuntarily transferred is overstaffed.
2. Consideration: Each transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District.
3. **Notice:** Notice of the transfer will be provided in the following manner:
   a. The Superintendent shall notify the affected teacher in writing of the reason(s) for such transfer.
   b. After October 1 at least five (5) days written notice will be given to the teacher who is to be transferred during the school year.

4. **Release Time:** At least three (3) days of release time will be given the affected teacher in order to complete the move and become oriented to the new position, if the transfer takes place during the school year.

5. **Return to Prior Position:** Teachers who are transferred will be given first consideration on returning the following year to the position from which they have been transferred, if it is open and they apply, unless the reason for such transfer was to improve the effectiveness of the teacher or the District’s educational program. Adequate help shall be provided to move teachers, materials and equipment to the new location.

6. **Transfer Limitation:** No employee shall be subject to an involuntary transfer more than two (2) times within any five (5) year period, unless the Association and the District agree otherwise.

**Section VIII - Reduction in Force**

The District agrees to follow the definitions, criteria, and procedures when reducing, downsizing or eliminating staff covered by this agreement. For the purposes of reduction in force (RIF), substitutes are not included in employees covered by this agreement.

**A. Definitions**

1. The total number of employees covered by this agreement, excluding substitutes, shall hereafter be referred to as the total teaching force.
2. Reduction in Force shall mean:
   a. The downsizing or elimination of a position or positions that will adversely affect employee with a continuing contract.

**B. Procedure for Determining Reduction in Force**

When there is evidence that conditions, such as lack of funds, declining enrollment in the District and/or specific programs, staff reorganization, or program or curriculum change as mandated by the state, require a reduction in certificated personnel, the following procedures and criteria will be applied in identifying and reducing the number of said employees:

1. **Notification to Association:** In the event the District anticipates the need to use these RIF procedures, it will notify the Association by May 15. The District agrees to meet with the Association, upon request, to provide an explanation of why the District anticipates the need for a RIF.
2. **Determination of Vacant Positions:** The District shall determine, as accurately as possible, the total number of employees known to be leaving the District for reason of retirement, family transfer, normal resignations, discharge or nonrenewal, etc. Taking into account these positions available, the District shall consider the qualifications of the...
staff who have indicated they wish to return. These vacancies and qualifications will be taken into consideration in determining the number of available positions for the following school year.

C. Procedures for Establishing Seniority List

1. Qualifications for Seniority List: In order to qualify for ranking, an individual certificated employee must possess such valid Washington State Certificate as may be required by law and/or state regulation, and be a member of the bargaining unit.

2. Seniority Criteria: The teaching force shall be divided into the following categories:
   a. Employees with provisional contracts.
   b. Employees with continuing contracts.

   Within each category, the following criteria shall be applied, in the order in which they are listed, to the employees covered by this agreement:
   a. Certificated staff members shall be ranked as to total longevity seniority as a certificated employee in Washington State.
   b. In the event ties exist in the application of (a) above, those certificated staff members shall be ranked as to total longevity seniority as a certificated employee in the District.
   c. In the event ties still exist in the application of (b) above, those certificated staff members shall be ranked as to total education credits beyond the BA as computed by the District in accordance with placement on the salary schedule.
   d. In the event that ties continue to exist, a final selection shall be made by lot, by a disinterested third party.
   e. Reduction in Force Super Seniority for the Association president and immediate past president will be applied.

3. Ranking Order: Every certificated employee in the District shall be listed in conformance with Seniority Criteria, subsection (2) above. (i.e., All employees with continuing contracts shall be considered more senior than all employees with provisional contracts.) The list shall be ordered from the highest rating (with respect to the criteria) to the lowest within each category. Every certificated employee to whom this policy applies shall be provided with the list upon which that employee’s name appears, along with the number of certificated employees required to operate the District’s proposed program. In addition, the Association shall be provided with a copy of the list which includes the information specified in this subsection.

4. Appeals: Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent his/her objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual’s request for modification of the list, he shall do so in writing, and provide the individual and the Association with copies thereof. Any further appeal of placement shall be pursuant to the grievance procedure of this agreement.
5. **Staff Selection:** The number of certificated staff required to operate the program shall be selected by the Superintendent in the following manner:
   a. The District shall allow all employees whom so choose, upon written application, a leave of absence for the ensuing school year. Any certificated employee taking such leave shall be reemployed at the end of the ensuing school year at the same or comparable position and/or level, and with no loss of rights, benefits or seniority which would normally have accrued to the employee had the employee been employed during the school year. Should revenue not be available to reemploy said individuals the ensuing year and implementation of this policy is again necessary, this staff reduction policy shall be applied to those individuals previously on leave in accordance with its application to all other staff members.
   b. Selection of staff to be RIF’d shall be made from those employee(s) with the least seniority (C-1, above) within the ranking order (C-2, above), provided that, in order to qualify for retention, an individual certificated employee must possess such valid Washington State Certificate/Endorsement as may be required by law and/or state regulation for the positions available, and be a member of the bargaining unit. (See WAC 180-82-105).
   c. A copy of the proposed list for retention and furlough/layoff shall be delivered to the Association on or before May 15th. On or before the same date, a written statement shall be delivered to each individual on the proposed list of furlough/layoff advising said individual of said fact.

6. **Furlough/Layoff:** Those individuals not selected for retention shall be recommended for furlough/layoff to the Board by the Superintendent.

7. **Employment Pool**
   a. All certificated personnel who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of two (2) years, ending June 30 of the second year. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified. If more than one such employee is qualified for an open position, the criteria set forth in sub-section C-2, above, shall be applied to determine who shall be offered such position.
   b. It shall be the responsibility of each employee placed in the employment pool to notify the Superintendent or his/her designee in writing between April 1 and May 1 if such employee wishes to remain in the employment pool for an additional one (1) year period, after the first year. If such notification is not received, the name of any such employee shall be dropped from the employment pool.
   c. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the District to such individual will be by certified or by personal delivery. Such individual will have ten (10) calendar days from receipt of the letter to accept the position.
   d. Members of the employment pool will have first priority for substitute positions for which they are qualified.
   e. All benefits to which an employee was entitled at the time of his/her lay-off,
including unused accumulated sick leave will be restored upon his/her return to active employment, and the employee will be placed on the proper step of the salary schedule for the employee’s current position according to the employee’s experience and education.

f. Certificated personnel within the employment pool may pay their total medical and dental insurance premiums to the District and, in turn, the District will forward the money to the appropriate insurance carrier so that the member of the employment pool and/or dependents will be included within the group medical and dental insurance.

Section IX - TPEP Evaluation and Probation

A. Evaluation System Preamble

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be designed to improve the educational program by improving the quality of instruction.

2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

3. 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.

4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

1. “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.

2. To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.

3. To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.”
B. Definitions and Notes

**Evaluation criteria** means minimum evaluation criteria for classroom teachers specified in WAC 392-191A-060.

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

**Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

**Artifacts** shall mean any products generated, developed, or used by a certificated teacher.

**Evidence** means observed practice, products or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the amount of evidence, which determines the criterion rating.

Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio.

Input from parents or anonymous sources shall not be used as evidence in an evaluation. Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of a teacher observation.

**Student Growth Data** shall be selected by the teacher and shall mean the change in student achievement between two points in time that takes place within the current school year.

Assessments used to demonstrate such growth shall primarily be classroom-based but may also include district based and state based data and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

**Not Satisfactory** shall mean:

- **Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
- **Level 2: Basic** – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be
performing at a satisfactory level.

"Certificated classroom teacher" and "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

School Day shall mean each day of the school year on which pupils enrolled in the common school schools of a school district are engaged in academic and career and technical instruction planned by and under the direction of the school.

C. State Criteria, Framework, and Scoring
The following criteria will be used to evaluate certificated classroom teachers:
1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter, content, and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and school community;
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is available at http://www.k12.wa.us/TPEP/Frameworks/Danielson/Danielson-rubrics-by-criteria-critical-attributes.pdf

Criterion Performance Scoring
Each rating will be assigned the following numeric values:
Unsatisfactory – 1  Basic – 2  Proficient – 3  Distinguished – 4

A numerical mean shall be used to calculate the individual criterion rating. When a criterion rating includes a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49 would become a criterion rating of 2 and a rating of 2.50 would become a criterion score of 3.)

However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished ratings on the criterion scores.

Overall Summative Performance Rating
An overall summative score shall be derived by a calculation of all criterion scores and determining the final four-level rating based on the superintendent of public instruction's determined summative evaluation scoring band. (See below)
Student Growth Criterion Score
Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.

The student growth impact rating will be determined by the superintendent of public instruction's student impact rating scoring band. (See below)

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

5-12—Low
13-17—Average
18-20—High

Student growth data shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. In collaboration with the evaluator the teacher will include formal and informal assessments of student progress. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time that takes place during the current school year shall not be used to calculate a teacher's student growth criterion score.

Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.

Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191-010.

Within two (2) months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
2. Examine extenuating circumstances which may include one or more of the following: Goal...
setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

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

After collaboration and consultation with the evaluator, the teacher receiving a Low student growth score, and the evaluator, will each select one of the above activities in which to engage. If the selected activities are the same, only that one activity will be required. The evaluator shall be the first to select an activity.

D. Applicability and Transition Plan
This evaluation system only applies to classroom teachers as defined herein, more specifically those with assigned group(s) of students who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students, and whose duties are consistent with the state criteria for teachers and the district’s framework and rubrics.

Not included in this evaluation system shall be certificated support personnel and certificated support persons who provide services to students and hold one or more of the educational staff associate certificates pursuant to WAC 181-79A-140(5).

Such bargaining unit members shall continue to be evaluated under the evaluation system as detailed in Article II, Section 10 of this Agreement.

All classroom teachers on probation or on provisional status, will be placed on this evaluation system.

All evaluators shall have successfully completed Teachscape training in the new evaluation system prior to evaluating teachers. (as per RCW 28A.405.130)

Notification - Every teacher shall be notified within two (2) weeks from the start of the school year of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation.

E. General Evaluation Agreements
Out of Content/Endorsed Areas - Teachers evaluated while teaching outside of their content areas or endorsed areas shall not have primary emphasis placed on their understanding of subject matter, content, and curriculum during their first year of such placement. However consideration may be given to teachers’ progress towards endorsement.

As per WAC 181-82-110 (1) (b), no teacher shall be “subject to non-renewal or probation based on
evaluations of their teaching effectiveness in the out-of-endorsement assignments”.

Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

**Security** - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.

No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to an evaluation.

An evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

**F. Professional Development**

Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development in order to understand the framework and the evaluation process. Such professional development shall be provided as follows:

Each employee within two weeks of employment or within two (2) weeks from the commencement of the school year, whichever is later, shall be given a copy of the state evaluation criteria, district procedures, and other forms or information relevant to the teacher’s position and track (comprehensive or focused) in the evaluation cycle. At the request of any teacher, an individual conference with the evaluator shall be arranged to further discuss the teacher’s assignment and administrative expectations around that assignment.

For the 2013-2014 school year all classroom teachers, both provisional and continuing, shall be required to participate in District–provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

**G. Provisional Teachers**

1. “Provisional Teachers” are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

2. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
3. All Provisional Teachers in the third year of provisional status shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.

4. All Provisional Teachers who are new to the profession and whose performance is determined to be Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.

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

6. If a provisional employee, as defined in RCW 28A.405.220, has been observed by the supervisor to be potentially unsatisfactory, the District shall contact the Association and shall cooperate with the Association in its attempts to provide the employee an individualized plan of assistance before final evaluation.

H. Procedures for Evaluation

1. All classroom teachers shall be evaluated each school year by their principal/designee. In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent. The principal or designee is referred to herein as the “evaluator.”

If a teacher is assigned to two (2) or more schools for the ensuing school year, the teacher shall notify the Superintendent in writing no later than August 1st of his or her rank order preference of evaluators. If the teacher’s assignment changes after August 1st he or she will have two (2) weeks from the date of that change to re-submit such preferences. The preference will be honored unless there are extenuating circumstances that prevent such an assignment (eg. The evaluator is no longer assigned to a particular building.)

2. Informal Observations: If there is an area of concern noted during any informal observation, written documentation of that concern must be provided to the teacher within three (3) three school days for that evidence to be used in the evaluation process.

Evidence used in evaluations may come from sites other than the classroom.

Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

3. Formal Observations: All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

Such formal observations will take place when the teacher is providing instruction to students.
An evaluator’s observation report will include activities observed and those discussed by the teacher and evaluator during the pre-observation conference. However, all aspects of the observation may be discussed in a post-observation conference. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

4. **Comprehensive Evaluations**: All classroom teachers shall receive a comprehensive summative evaluation at least once every four (4) years. A comprehensive summative evaluation assesses all eight (8) evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

5. **Focused Evaluations**: In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation as prescribed by law. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

Teachers on focused evaluations shall have the option of selecting which one (1) of the eight (8) criteria will be assessed, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities. (see WAC 392-191A-120)

The selected criterion, however, must be approved by the teacher’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

If the employee chooses criterion 1, 2, 4, 5, or 7, s/he must also complete the student growth components in either criterion 3 or criterion 6.

Teachers shall have the option of being evaluated as a member of a team or as an individual.

The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used.

A teacher may be transferred from a focused evaluation to a comprehensive summative
evaluation at the request of the teacher or at the direction of the teacher’s evaluator.

The request of the teacher must be received in writing by the Superintendent’s office no later than August 1. The direction of the evaluator must be communicated during the prior year’s final evaluation conference based on concerns related to one of the other evaluative criteria. That concern and that direction shall be shared with the teacher in writing at that time.

6. Classroom teachers shall be observed for the purposes of evaluation using the observation and evaluation steps listed below.

I. Evaluation Steps
Step 1: Self-Assessment
Each teacher shall reflect on his/her practice and complete the Framework for Teaching Self-Assessment document (Form A). This may also be completed using the eVal system. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the written results with the administration. The self-assessment shall serve as a tool for the goal setting conference.

Step 2: Goal Setting Conference
Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select one or two components as the goal(s) goals for the year. In addition, the teacher shall determine a student growth goal for Components SG 3.1, SG 6.1, and SG 8.1. (The goal for SG 6.1 and SG 8.1 may be the same goal.) The Goal Setting Conference document (Form B) shall be completed by the teacher on or before October 1 and sent to the evaluator prior to the goal setting conference.

The evaluator shall review the Goal Setting Conference document (Form B) in advance of the conference and a conference date shall be determined.

Step 3: Pre-Observation / First Formal Evidence-Gathering Pre-Conference
A. For formal observations, the teacher shall complete the Pre-observation Lesson Plan document (Form C) and send it to the evaluator prior to the scheduled pre-observation conference. The evaluator shall read the lesson plan in advance of the scheduled pre-observation conference.

B. The teacher and evaluator shall meet and discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, strategies, and possible evidence to meet the scoring criteria. (The goals may be referenced, if applicable).

Step 4: Observation
The evaluator shall conduct the observation of practice within three (3) working days of the pre-observation conference. The evidence will then put in the Formal Observation Evidence Gathering document (Form D). The evaluator shall share a copy of the evidence with the teacher within three (3) working days of the observation. The teacher may add to it or suggest changes as necessary. If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled to occur within three (3) school days of such cancellation.
Step 5: Post-Observation

A. The teacher shall conduct a self-assessment of the lesson by (1) reviewing the evaluator’s evidence and (2) answering the questions on the Post-Observation document (Form E). The teacher will share the assessment of the lesson by highlighting the appropriate components/levels of performance on the Formal Observation Evidence Gathering document (Form D) that he/she received from the evaluator. The teacher will send the document back to the evaluator within three (3) school days.

B. The evaluator shall study the teacher’s self-assessment of the lesson.

C. The teacher and evaluator shall meet for the post-observation conference within three (3) working days after the teacher has received the evaluator’s notes/evidence. The teacher will lead the discussion of his/her evidence and the reasons for assessing the component as he/she did. If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled within three (3) school days of such cancellation.

Step 6: Summative Assessment / Score

No later than May 10th, the teacher and evaluator shall meet to discuss the teacher’s final summative score. At the end of the evaluative cycle, the teacher shall be invited to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:

- Formal observation/evaluations
- Informal observations
- Artifacts
- Student growth data
- Ancillary evidence

Student growth data shall only be used in the teacher’s evaluation process if such data is relevant to the teacher and the subject matter. “Student growth” means the change in student achievement between two (2) points in time.

Employees shall have transparent access to all such District data available.

Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, District-based, and state-based tools.

Multiple measures may also be used as evidence to assess a teacher’s professional performance against the instructional frameworks. Such measures, selected by the teacher in collaboration with the evaluator, may include, but are not limited to the following:

Artifacts such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts solely to meet the requirements of the evaluation system. However, the teacher may elect to produce additional evidence for a particular component.
or criteria if there is a disagreement in the scoring of either. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Professional Contributions such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

Impacts on learning such as student work samples and learning goals; district, school, and classroom assessment of students; student portfolios, both formative and summative student growth data, student projects, data walls, etc.

Such multiple measures shall be selected by the teacher after collaboration with the evaluator. Teachers may, but shall not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.

A. The teacher shall use the evidence to conduct a self-assessment for current, typical performance for the year’s evaluative cycle using the Summative Evaluation of Practice document (Form F). This document shall be used in discussion with the evaluator. It shall not be submitted as part of the evaluation cycle.

B. The teacher and evaluator shall meet to discuss their overall assessments of the evaluation process, and their perceptions of the overall summative score.

C. If an agreement cannot be reached on the overall summative performance rating, the evaluator’s assessment shall be recorded and the teacher may follow the due-process agreement already set in the contract.

D. If the evaluator assigns the teacher an overall final summative score below Proficient, the evaluator will use the evidence as provided by the teacher as an explanation for the Unsatisfactory or Basic rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.

E. If a classroom teacher that is a continuing contract employee with more than five (5) years of teaching experience receives a Level 2 (Basic) rating for two (2) consecutive years or two (2) years within a consecutive three (3) year time period, then his or her performance shall be judged “unsatisfactory”.

F. All employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, class size limits, paid in-service training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans.
G. The employee and evaluator shall meet either prior to the end of the school year in which the “Basic” or “Unsatisfactory” rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.

H. Any teacher other than a provisional teacher or a teacher on probation whose performance has been judged unsatisfactory on the Summative Evaluation of Practice document (Form F) may be placed on a program for improvement any time after October 15 of the following year as per RCW 28A.405.100(4)(a).

I. The teacher will sign two (2) copies of the Summative Evaluation of Practice document (Form F). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the Summative Evaluation of Practice (Form F) at any time.

**Total Observation Time for Each Staff**

A. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of thirty (30) minutes.

B. The teacher shall be given a copy of the completed annual evaluation report. The teacher shall sign the report and any attachments just to indicate he or she has read the report, has had an opportunity to discuss the report with the evaluator, and has received a copy.

J. **Probation (Non-Provisional)**

Teachers may only be placed on probation from the Comprehensive Evaluation system described in this document.

Teachers shall have the right to Association representation at all probationary conferences.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer’s performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five (5) more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to
performance, before probation is recommended. This conference shall be held no later than January 20th. The employee shall have the opportunity to have an Association representative in attendance at the conference.

2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator’s recommendation for probation shall include the following:
   a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.
   b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
   c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and
   d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided by the District, and the dates those supports will be in place.

At the request of the probationary employee, release time may be arranged with the Principal in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

3. The Superintendent, or his/her designee, shall review the evaluator’s recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.

4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent. The District and Association shall mutually agree to a program of assistance before the final evaluation.

5. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member’s performance.

6. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another
certified administrator from within the District or from outside the District.

**ESD Evaluator** - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

The ESD evaluator will do an evaluation independent of the original evaluator, but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

The ESD evaluator will evaluate the employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the employee.

During this time the employee will not be transferred from the supervision of the original evaluator but his or her final summative evaluation will be based primarily on the findings and conclusions presented to the original evaluator by the ESD evaluator.

The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.

A teacher who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has five (5) or fewer years of experience and scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years’ experience and scores a 3 (Proficient) or above.

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge as per RCW 28A.405.300.

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher’s compensation or benefits for the remainder of that teacher’s contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.
K. Non-renewal, Adverse Action, and Discharge
In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

L. Evaluation Results
Evaluation results shall be used:
1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. As one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

Evaluation results shall not be:
1. Shared or published with any teacher-identifying information.
2. Shared or published without prior notification to the individual and Association.
3. Used to determine any type of base or additional compensation.

Evaluators shall not consider school-wide, or District-wide Summative Performance Ratings when evaluating individual teachers. (i.e. nothing prohibits an evaluator from evaluating all teachers within a school as Distinguished.)

M. Recordkeeping
The District shall adhere to the following:
1. A copy of the final framework rubric, teacher’s written comments, if applicable, and forms shall be included in the teacher’s personnel file.
2. Teachers shall have access to their eVAL account in current, and subsequent, year(s) for the duration of their employment with the District and provided the eVal system is available.
3. Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within forty-eight (48) hours of submission.
4. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
5. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available. (i.e. hard copy documentation)
6. Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

N. Evaluation Documents
Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall, at the request of the teacher, be either returned to him or her or destroyed.
O. Legislative Impacts
Article 2, Section 9 of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the evaluation system(s).

Section X - Non-TPEP eligible Evaluation
A. Evaluation
Employees shall be evaluated during the year in accordance with state statute and the procedures and criteria set forth in this section and appendices to this section. For the purpose of evaluation, employees shall be observed in the performance of their primary work responsibilities and assignment. An employee shall not be negatively evaluated on a work assignment for which they are not qualified. Purposes of evaluation are to assure that minimum criteria for effective teaching are met and to promote professional growth and effective educational practices. Observation shall be conducted openly and with the knowledge of the employee. No mechanical or electronic device shall be used in any workstation for the purpose of listening to or recording the activities or performance of the employee unless the employee freely agrees to their use. The employee may appeal any process of the evaluation through the grievance procedure. The employee has the right to submit a written response to any statement that appears in his/her personnel file and this shall be attached to the report, or paper, or form on which the statement appears. Consistent with the following evaluation procedures, employees shall be placed in the regular evaluation track (summative) or the Professional Growth Option (formative).

Professional Growth Option (formative)
The District shall offer a professional growth option to qualified employees subject to the procedures, philosophy and criteria which appear in Appendix C.

Traditional Evaluation (summative)
1. Minimum Observation
During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. A minimum of one (1) observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of new employees. An employee in the third year of provisional status shall be observed at least three (3) times in the performance of his or her duties and total observation time for the school year shall not be less than ninety (90) minutes.
There will be an automatic trigger to consider each second year provisional certificated employee for regular evaluation status. The 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 of District employment (when such ratings have been bargained into the CBA).
2. **Required Evaluations**
   a. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
   b. All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed no later than June 1 of the year in which the evaluation takes place.
   c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
   d. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
   e. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

3. **Procedures**
   a. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices for monitoring or observing the work performance of a teacher shall be strictly prohibited.
   b. Prior to beginning the evaluation process the evaluator shall make the employee aware that the final end of year evaluation report shall reflect multiple observations.
   c. Following each observation, or series of observations, the evaluator shall promptly document the results thereof. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
   d. The employee shall sign the District copy of evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
   e. Each evaluation report required shall be promptly forwarded to the District personnel office for filing in the employee's personnel file. Evaluation reports other than those required shall not be filed in the employee's personnel file unless both the evaluator and employee agree.
   f. Following the completion of each evaluation report, a meeting shall be held between the evaluator and the employee to discuss the report.
   g. At the start of each school year, the evaluator will distribute copies of the negotiated final evaluation reporting form to all employees and will discuss the evaluation process and its intended purpose as specified in Article II, Section 10.A.

4. **Criteria**
   a. **Criteria for Classroom Teacher**
      1. Instructional skill: Demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience.
      2. Classroom management: Demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
      3. Professional preparation and scholarship: Demonstrates evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.
4. Effort toward improvement when needed:
   a. Demonstrates an awareness of his or her limitations and strengths.
   b. Demonstrates continued professional growth.
5. The handling of student discipline and attendant problems: Demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.
6. Interest in teaching pupils
   a. Demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics.
   b. Demonstrates enthusiasm for or enjoyment in working with pupils.
7. Knowledge of subject matter: Demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level.

b. Criteria for Library Media Specialists
1. Professional Preparation, Scholarship and Knowledge of Subject Matter: Possesses and maintains appropriate academic background in subject area.
2. Instructional Skill
   a. Makes provision for differences in abilities and interests among students.
   b. Provides for the previous knowledge, abilities and interests of the class.
   c. Makes effective use of instructional equipment, materials and resource personnel.
   d. Provides a variety of activities in keeping with the maturity and attention span of the students.
   e. Implements lesson plans but permits flexibility.
   f. Gives explanations, assignments and directions clearly.
   g. Makes reasonable and appropriate assignments.
   h. Motivates students by making lessons interesting and challenging.
   i. Helps students to develop acceptable work habits and study skills.
   j. Evaluates daily lessons and units of study by assessing student achievement of objectives.
   k. Provides guidance and assistance for students.
   l. Establishes immediate and long range objectives.
   m. Prepares effective plans to meet objectives.
3. Library and/or Media Center Management
   a. Selects media and equipment appropriate to the curriculum.
   b. Selects a balance of media to meet a variety of learning styles and teaching strategies.
   c. Maintains a well-organized resource center for effective use of media.
   d. Develops and implements a program for the integration of materials and equipment into the learning experience.
4. Handling of Student Discipline and Attendant Problems
   a. Establishes and maintains order and discipline in the library.
   b. Shows consistency and fairness in dealing with student behavior.
c. Disciplines student in firm but controlled manner.
d. Encourages students to develop courtesy, self-control, respect and responsibility.
e. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
f. Assists in maintaining control and enforcing rules throughout the school.

5. Interest in Teaching students
a. Develops rapport with the student as an individual in a professional manner.
b. Deals with personal information and communication in an ethical manner.
c. Evaluates individual student progress regularly and maintains records for report cards and/or parent conferences.
d. Provides guidance and assistance for students.

6. Effort Toward Growth and Improvement
a. Keeps abreast of new trends and library techniques.
b. Continually strives for self-improvement.
c. Is responsive to constructive criticism.
d. Attempts to implement suggestions for improvement.

c. Criteria for Counselors
1. Professional Preparation, Scholarship and Knowledge of Subject Matter
   a. Possesses and maintains appropriate academic background.
   b. Is aware of research relevant to counseling.
   c. Demonstrates ability to conduct, use and interpret research pertinent to counseling.
   d. Is aware of the art and science of counseling.
   e. Has a professional balance between theory and practice.
2. Interest in Students
   a. Is sensitive to youth.
   b. Demonstrates the willingness to accept and work with all counselees.
   c. Helps counselee relate, analyze, synthesize and integrate his/her own characteristics, goals and values to promote making responsible decisions.
   d. Allows and expects counselee to accept responsibility for making decisions and the possible consequences.
   e. Demonstrates that primary responsibility is to the counselee.
   f. Motivates students to seek counseling.
   g. Has rapport with students.
   h. Is a facilitating agent.
   i. Respects the dignity and worth of the individual.
   j. Helps pupils with personal as well as educational and vocational problems.
   k. Demonstrates understanding of the basic principles of human growth and development.
   l. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
m. Demonstrates ability to synthesize and integrate testing and non-testing data.

n. Demonstrates an ability to administer and to prepare others to administer District test.

o. Demonstrates familiarity with District policies relevant to class placement.

3. Consultation and Instructional Coordination
   a. Communicates easily with teachers.
   b. Works with staff in planning and developing instructional strategies and curricular program.
   c. Demonstrates ability to utilize case conferencing and staffing.
   d. Consults with members of the pupil personnel services staff to serve the general developmental needs of students.
   e. Assists teachers in the integration of appropriate counseling and guidance services into the classroom.
   f. Has a professional rationale for his/her counseling approach.
   g. Meets with the administrator regarding program development.
   h. Communicates easily and effectively with the administrator.
   i. Functions effectively as a resource consultant.
   j. Communicates easily with parents.
   k. Is available to parents.
   l. Provides parents with an opportunity to be heard.
   m. Is conscientious in following through with parents.

4. Effort Toward Improvement When Needed
   a. Keeps abreast of new trends and better counseling techniques.
   b. Continually strives for self-improvement.
   c. Is responsive to constructive criticism.
   d. Attempts to implement suggestions for improvement.

4. **Criteria for ESA's**
   1. Knowledge and scholarship in special field
      a. Demonstrates a depth and breadth of knowledge of theory and content in the special field.
      b. Demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12.
      c. Demonstrates the ability to integrate the areas of specialty into the total school milieu.
   2. Specialized skills: Demonstrates 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: Demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
   4. The support person as a professional: Demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
5. Involvement in assisting pupils, parents, and educational personnel: Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

B. Probation

If an employee, with the exception of provisional employees as defined in RCW 28A.405.220, on the summative evaluation track has been observed by the supervisor to be potentially unsatisfactory, the District shall contact the Association. The District and the Association shall mutually agree to a program of assistance before the final evaluation. No employee shall be non-renewed without just cause. If any employee is to be non-renewed for unsatisfactory work performance, they shall have been evaluated through the regular evaluation track procedure, given an intensive program and probation as developed in this section.

Every employee whose work is judged unsatisfactory based on District evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with a suggested specific and reasonable program for improvement on or before February 1st and ending no later than May 1st. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his/her areas of deficiency. The establishment of the probationary period and the giving notice to the employee of deficiency shall be by the Superintendent. During the probationary period the evaluator shall meet with the employee and, at his or her request, a representative of the Association, at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency; such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The probationer may be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for finding of probable cause under RCW 28A.58.450 or 28A.67.070 or SSB 2245.

If a provisional employee, as defined in RCW 28A.405.220, has been observed by the supervisor to be potentially unsatisfactory, the District shall contact the Association and shall cooperate with the Association in its attempts to provide the employee a plan of assistance before final evaluation.

Step 1 - Evaluator’s Report
In the event that an evaluator determines on the basis of the evaluation criteria that the
performance of an employee under his/her supervision is unsatisfactory, a conference shall be held with that employee within ten (10) days of the date of the formal evaluation and in no case later than January 20, and the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

a. The evaluation report prepared pursuant to the provisions of A above.
b. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.
c. The employee shall have the opportunity to have an Association representative in attendance at the conference.

**Step 2 - Establishment of Probationary Period**
If the Superintendent concurs with the evaluator’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on or before May 1. On or before February 1 the employee shall be given written notice of the action of the Superintendent. This notice shall contain the following information:

a. Specific areas of performance deficiencies;
b. A suggested specific and reasonable program for improvement;
c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency;
d. A statement of assistance to be provided by the evaluator which spells out a course of action whereby the employee will be assisted in improving his/her level of performance to an acceptable level.

**Step 3 - Evaluation During the Probationary Period**
At or about the time of the delivery of a probationary letter, the evaluator shall hold an evaluation conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the evaluator, the evaluator may authorize one additional certificated employer to aid the employee in improving his/her area of deficiency.
During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those specifically detailed areas in his/her notice of probation.

**Step 4 - Evaluator’s Post Probation Report**
Unless the probationary employee previously has been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further
action:
   a. That the employee has demonstrated sufficient improvement in the stated areas of
deficiency to justify the removal of the probationary status; or
   b. That the employee has not demonstrated sufficient improvement in the stated areas of
deficiency and action should be taken to non-renew the employment contract of the
employee.

Step 5 - Action by the Superintendent
Following a review of any report submitted pursuant to step 4 above, the Superintendent
shall determine which of the alternative courses of action is proper and shall take
appropriate action to implement such determination.

C. Disposition of Probation
If on or before May 1, after all steps and processes of the probationary period have been followed,
the employee does demonstrate an acceptable level of performance as originally stated in the
probationary recommendation, the actual letter of probation and subsequent supportive evaluation
documentation, then that employee shall be given a favorable evaluation for inclusion in the
personnel file. This evaluation shall include a recommendation for renewal of contract, and no
mention of the previous probationary status shall be entered in the employee’s personnel file.

Article III - Remunerations
Section I - Salaries
A. Teaching Salaries
   1. The Hoquiam Salary Schedule shall be identical to the State Allocation Model and is for the
      base contract year as defined in Article II, Section IV, paragraph B.3. (See Appendix D for a
copy of the salary schedule.)
   2. If the State Allocation Model changes, the parties agree to negotiate those changes and
      pass-through the state funded amount.
   3. Experience and education increments shall be paid retroactive to the first day of the work
      year providing the employee has submitted official college/university transcripts and any
other pertinent data for contract adjustment proposed by November 1.
   4. Summer school salaries shall be computed at the teacher’s per diem rate.
   5. The rate of pay for substitutes will be at least $135 per day. After 19 consecutive days in the
      same position, the substitute will be placed on the salary schedule and paid on such basis
retroactively. If it is anticipated that the substitute will be in a position for at least 20
consecutive days, they will be placed on the salary schedule as of the first day at that
position. Substitutes who begin the year and prepare a room for instruction shall be paid
for work performed on the three (3) days before school begins. For those substitutes
working one day per week in the same classroom to cover a teacher on a second
assignment, after eighteen (18) consecutive weeks in the same position, the substitute will
be placed on the salary schedule and paid on such basis retroactively.
   6. Teachers with National Board Certification will receive any state funding for National Board
Certification as pass-through dollars, minus required state and federal deductions. When Washington State funds National Certification for ESAs, the District shall pass through those dollars, minus required state and federal deductions.

B. **Supplemental Contracts**

Compensation for all supplemental contracts shall be subject to retirement and social security benefits.

1. **Co-curricular Salaries**

   Co-curricular salaries shall be paid as detailed in Appendix E. In-service dollars may also be used to fund co-curricular workshop expenses.

   Should there be an increase in the COLA, the District will pass through that increase to the co-curricular salary schedule. All results and agreements reached by members of the co-curricular committee shall be presented to the Association and the District bargaining teams prior to ratification by the Association and the District.

2. **In-service**

   Employees shall have the opportunity of obtaining twenty-five (25) hours of in-service per FTE which shall be individual hours. All hours will be compensated at thirty-five ($35) per hour. Hours will be paid every month except December.

   The District shall provide each employee with $500 per FTE toward in-service expenses. Should there be an increase in the COLA, the District will pass through that increase to the in-service rate and in-service expenses.

3. **Extended Days**

   The salary of those positions on extended contracts is computed as follows:

   The individual employee salary divided by the number of days in the base contract year, multiplied by the number of days worked.

   Any new positions shall be bargained.

   All such contracts shall be offered pursuant to RCW28A.405.240.

   See Appendix F for a list of positions with extended days.

4. **Mentor Teacher and First Year Teacher Stipend**

   The District agrees to provide the number of Mentor Teachers for First Year Teachers funded by the Legislature/ESD. First Year Teachers will be selected by lottery from those who wish to participate. The Association President/designee and Superintendent/designee will conduct the lottery.

   The Association and District shall have equal representation in selecting the mentor teacher. A mentor teacher shall not participate in or contribute to the performance evaluation of any
member of the bargaining unit.

The allocation shall be the amount funded by the State. The mentor allocation shall be divided equally between the teams. A team consists of the mentor and mentee. Fifty percent (50%) of the money shall be spent on stipends, including benefits, and fifty percent (50%) shall be spent on activities and expenses.

The stipend shall be divided as follows:

2/3: mentor
1/3: mentee

Selection Process:

Since beginning teachers may need assistance before school starts, by May 15th each year the District will make available a Mentor Teacher application form for the purpose of establishing a pool of possible mentors. By July 31st, the Superintendent or his/her designee and the Association President or his/her designee will meet to select Mentor Teacher(s) for qualified Beginning Teachers who have been hired. At that time reserve Mentor Teachers will be selected for any known openings so that if a qualified beginning teacher is hired, the Mentor Teacher can be notified without unnecessary delays. The Superintendent or his/her designee and the Association President or his/her designee will confer as needed during August and September to facilitate the selection of Mentor Teachers for openings not already anticipated. The District and the Association agree to develop an application form for the process of selection of mentor teachers.

Any action regarding these programs shall be bargained.

5. **Supplemental contracts are dependent on the passage of the maintenance and operations levy.**

Any impact will be negotiated.

**Section II - Travel**

Employees utilizing their private automobile to travel on school business shall be compensated at the amount allowed by the state. All employees who, by nature of their assignment, must travel between schools or are required to make home visitations, shall also be reimbursed at current state rate.

**Section III - Benefits**

A. **Insurance Benefits**

The Association shall determine the types of insurance.

The District shall pay the state allocation plus $70 per month, per FTE employee for medical, dental, vision and Long Term Disability for employees and their families. Employees who job share will pro-rate benefits. This amount shall be pooled according to state regulations.
The District shall pay $66.14 of the Health Care Authority remittance per month for each employee.

B. **Tax Sheltered Annuities, Medical Expenses and Child Care Expenses**
Beginning with the October withholding, the District shall offer a plan to each employee that would allow him/her to shelter from taxes the amount of the insurance premium that is the employee’s contributions. Employees may choose to participate in a tax-sheltered program or add individual spending accounts to tax sheltered medical insurance premiums. This can be administered for free by American Fidelity Assurance Company, our salary insurance provider.

C. **Employee Assistance Program - Wellness Program**
The District shall provide for the employees wellness assistance plan. The District and the Association will develop a Wellness Program.

D. **Short Term Disability and Long Term Care**
The District shall provide payroll deduction for Association approved short-term disability and long-term care insurance.

E. **Combining Insurance Allocations**
The District shall allow the combining of insurance allocations as allowed by the insurance carrier when two employees are married/domestic partners. If the spouse/domestic partner is in a different bargaining unit, the other bargaining unit must agree to this arrangement before the combination of insurance allocations can become effective.

**Article IV - Scope of the Agreement**

**Section I - General Scope**

A. **Amendment of Modification by Joint Agreement**
Any provision of this contract may be amended, modified, or deleted and new provisions added by mutual consent. Any resulting settlement becomes a part of this contract for the remainder of the life of the contract.

B. **Replacement of Invalid Provisions**
Any provision that is held to be invalid by law or any agency of competent jurisdiction, or if compliance with, or enforcement of, any provision shall be restrained by any such agency, the remainder of this agreement shall not be affected. At the request of either party, negotiations shall be reopened for replacement of the invalid provisions. Any resulting settlement becomes part of this contract for the remainder of the life of the contract.

C. **New or Revised Positions (Job Descriptions) Not Covered Under This Contract Mandatory to Bargain**
The District shall notify the Association when new or revised positions are anticipated. Changes or additions in job descriptions that were unknown to the Association at the time
of closing negotiations on this contract, and if such changes or additions, had they been
known, would have been bargainable, then negotiations shall be opened on this subject.
Any resulting settlement shall become part of the contract for the remainder of the life of
the contract.
D. Restructuring
All Restructuring shall be subject to negotiation. It is recognized that change and
Restructuring are processes that require input from staff and adequate time to discuss and
plan. Changes for the following year will be considered early in the previous year for
effective implementation of desirable changes. Early release time may be provided at the
request of building/District committees working on restructuring issues. Employees shall be
represented at all times during the restructuring process.
E. Substitute Issues
Substitute issues will be monitored and/or negotiated through contract maintenance
throughout the terms of the contract.
F. Summer School Selection Process
All vacancies and new positions shall be publicized to the Staff and Association through a
written notice which shall be distributed to each employee as far as possible in advance of
the date of the opening of any vacancy or new position.

Section II - Maintenance of Standards
This agreement shall become effective when ratified by the Board and the Association and executed
by authorized representatives thereof and may be amended or modified only with mutual consent
of the parties.
This agreement shall supersede any rules, regulations, policies, resolutions, or practices of the
District which shall be contrary to or inconsistent with its terms.

The District shall give at least thirty (30) days' notice before changing any rules, regulations,
policies, resolutions or practices that involve working conditions under RCW 41.59.

Section III - Contract Compliance
All individual employee contracts shall be subject to and consistent with Washington State Law and
the terms and conditions of this Agreement. Any individual employee contract hereinafter
executed shall expressly provide that it is subject to the terms of this and subsequent Agreements
between the Board and the Association. If any individual employee contract contains any language
inconsistent with this Agreement, this Agreement shall be controlling.

The Board and/or Association shall not, directly or indirectly, engage in or assist in any unfair labor
practice.

Section IV - Distribution of Agreement
Within sixty (60) days following ratification signing of this Agreement, the District shall print and
make available to all certificated employees copies of this Agreement. The Association will assist in
preparing the agreement for printing. Ten (10) additional copies shall be provided to the
Association. All certificated employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract. The style and format of printing of the Agreement shall be agreed upon between the Employer and the Association.

Section V - Contracting Out
All work customarily performed by the District in its own facilities with its own certificated employees, shall continue to be performed by the District and its certificated employees.

There shall be no subcontracting for services of certificated employees for the term of this Agreement and all certificated assignments presently performed and all certificated assignments to be performed shall be performed by employees under this agreement. This clause shall not be construed to prohibit the District from employing consultants.

It is agreed that issues relating to social service providers in the schools, including but not limited to Evergreen Counseling services, shall be subject to formal discussion with the Association prior to decisions that would allow access of representatives of these agencies to the building sites with or without employment/contract action.

The District may provide satellite education with a paraprofessional as supervisor provided that no certificated employee is available and the Association agrees to this arrangement.

Section VI – Contract Maintenance
In order to establish an orderly procedure for the review of matters covered by this agreement and the general employee/employer relations, there is hereby established a joint Association/Employer Contract Maintenance Committee (CMC). This committee will be responsible for all matters appropriate for resolution between the Association and the District.

During the school year the District and Association will meet at least on a bimonthly basis. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time, but not later than three (3) working days from the date the request was made. If such a time is not available during after school hours, then the meeting will take place during school hours and substitutes will be provided. This time will not be subtracted from the available release time for the Association.

The CMC will also have the responsibility of addressing issues and problem solving. The CMC may choose to process these issues itself, or to delegate them to ad hoc groups as it deems appropriate. It shall be the responsibility of the CMC to ensure that such items are accompanied by a clear charge regarding what kind of product or solution is being sought, what kind of process will be used to get there (including timelines), what kind of decision making will be necessary for final approval, while staying in support of District approved plans. Issues brought to the CMC may result in Letters of Agreement.

The Association and the District agree that talking and working together is the key to improved working relationships. As tangible evidence of our mutual commitment to improving teaching and
learning in Hoquiam, each group agrees to work toward providing the other with greater access to their respective leadership groups and, as a first step, to be receptive to requests to appear in person before those groups. Both parties believe that we must work to build authentic relationships between the Association leadership and District administrative staff and School Board if we are to achieve the benefits of a genuine partnership.

At the beginning of each student school year the CMC, comprised of equal voice from the two representative groups, shall have available a shared resource pool of $2,000, to use as mutually agreed upon. If a balance remains in this pool the first day of August of each year, it shall be carried over into the next school year with a maximum cap in the pool of $3,000. Uses of the pool include, but are not limited to the enhancement of student learning, meeting state standards, improving instruction, and professional development. Any compensation for time spent on related issues outside of the school day will be compensated at a rate currently in place, appropriate for the task. Participants shall receive CMC approval prior to engaging in the activities/workshops and shall follow established District policies for disbursement.

Article V - Grievance Procedure

A. Definitions

A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

A "grievance" shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms of this agreement or of an existing Board rule, policy, or practice.

A "party in interest" is the person or persons making the claim and any person whom might be required to take action, or against whom action might be taken in order to resolve the claim.

"Days" shall mean employee employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure. All timelines may be extended by mutual agreement of the parties.

"Superintendent" shall mean the Superintendent or his/her designee.

B. Rights to Representation

At least one Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented. If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.
In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Step 2.

The Association, on its own, may continue and submit to arbitration, any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Contract.

C. Individual Rights
Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this contract. A grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

D. Procedure

Step 1 - The parties in interest acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Within twenty (20) days of the last occurrence or incident which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party and the Association with a written answer to the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

Step 2 - If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within six (6) school days after the presentation of the grievance, then the grievance may be referred to the Superintendent or his/her official designee within five (5) days of his/her receipt of the appeal. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearings the Superintendent will have five (5) days to provide his/her written decision to the Association.

Step 3 - If the grievant is not satisfied with the disposition of his/her grievance at Step 2 or if no decision has been rendered within five (5) days of the presentation of the grievance to the Superintendent the grievance may be referred to the school board. The grievant may present the grievance in writing to the Secretary of the Board within five (5) days after the time limit of
Step 2 has been exhausted. The grievant shall state in writing if the Board hearing is to be open or closed. The Board hearing and disposition of the hearing shall be concluded no later than fifteen (15) days after notification of grievance appeal has been received by the Secretary of the Board. Either party reserves the right to refuse to hold a hearing and refer the grievance to Step 4.

Step 4 - Binding Arbitration

a. If the grievant is not satisfied with the disposition of his/her grievance at Step 3, or if the Board or grievant has waived Step 3, he/she may within five (5) school days after a decision by the Board, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation or application of the terms of this agreement, it may by written notice to the Superintendent, within fifteen (15) school days after the receipt of the request from the aggrieved person, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

b. Within ten (10) days after such written notice, the Association shall submit a request for a list of arbitrators from the American Arbitration Association or PERC. The parties will be bound by the rules and procedures of the American Arbitration Association.

c. As soon as the list has been received, the parties or their designated representatives shall determine by lot the order of elimination and thereafter each shall in that order, alternately strike a name from the list and the remaining name shall act as the arbitrator.

d. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Steps 2 or 3.

e. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of the hearing or, if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The arbitrator’s decision will be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this contract. The decision of the arbitrator will be the final and binding upon the parties.

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

E. Exceptions to Time Limits

When a grievance is submitted on or after June 1, time limits shall consist of all week days, so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
F. No Reprisals
No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in any grievance.

G. Cooperation of Board and Administration
The Board, the Administration and Association will cooperate in the investigation of any grievance, and further, each will furnish the other such information as is requested for the processing of any grievance in such a manner as to allow for this processing to occur within the established timelines.

H. Release Time
Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

I. Personnel Files
All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. One (1) year after the settlement of a grievance, all such documents, communications and records relating to the grievance shall be destroyed.

J. Grievance Forms
Forms for filing and processing grievances shall be provided by the District and shall be available in each building in the District.

Article VI - Negotiations Procedures
All procedures and timelines will be reviewed at the first meeting together of the District and the Association bargaining teams. Changes to procedures shall be mutually agreed upon.

A. Objectives
The Board and Association agree that the negotiations process is dependent on mutual understanding and cooperation, and therefore requires a free and open exchange of views in deliberation leading to decisions. Both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement.

B. Representation
Members of the Board or their designated representative and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. Neither party will attempt to exert any control over the other’s selection of its representatives, except that no member of the unit shall be used as a negotiator for the Board.
C. Subject of Negotiations
The negotiation teams shall consider wages, hours and terms and conditions of employment. Interpretation of terms and conditions of employment shall be in accordance with rules promulgated by and decisions rendered by the Public Employees Relations Commission.

D. Directing Requests
Requests from the Association for meetings of the negotiating teams shall be made in writing, if necessary, directly to the Superintendent and the Board. Requests from the Board shall be made in writing, if necessary, directly to the President of the Association. Within ten (10) days of the date of request, a mutually convenient time and place for a meeting shall be established unless otherwise agreed. The meeting shall take place within fifteen (15) days of the request. Additional meetings shall be agreed upon by the negotiating teams as may be necessary. Release time shall be arranged for the Association representatives when meetings are held during school hours.

E. Exchange of Information
The Board agrees to furnish the Association all information needed for developing intelligent, feasible and constructive proposals in behalf of the employees. This information shall include, but not be limited to, complete and accurate financial reports as specified by WAC 392-30-310 and WAC 392-30-320 and the tentative budget information for the next school year submitted for study as soon as available prior to the date for the Board action thereon, and information on the number and level of teachers on the salary schedule.

F. Agreement
When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board. Three (3) copies shall be signed for the purpose of record: one (1) retained by the Board, one (1) by the Association and (1) by the Superintendent. The agreement shall constitute a revision of school policies. Provisions of the agreement shall be reflected in the individual contract or statement of conditions of service as submitted to employees.

G. Dispute Resolution
In the event that a dispute occurs either the District or the Association may declare that an impasse has been reached.

**Article VII - Duration**

**Section 1** The duration of the contract between the Association and the District shall be from September 1, 2016 to August 31, 2017.

**Section 2** All provisions of this agreement shall be applicable to the entire term of this agreement.
except as provided in the following sections.

**Section 3** This agreement may be reopened and modified at any time during its term upon mutual consent of both parties in writing.

**Section 4** In the event that monies are made available by the State or other agency for in-service training for any program that was not known at the time of concluding negotiations or is modified hereafter, a designee or designees of the Board shall meet with a representative or representatives of the Association to determine the allocation of said monies. In the event that the designee(s) and representative(s) cannot agree, this agreement shall be reopened to negotiate the allocation of said monies.

**Section 5** In the event that the Agreement is reopened in accordance with any of the above sections all sections of this agreement not reopened shall remain in full effect.

**Section 6** If any provision of this Agreement or the application of such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

**Section 7** Evaluation Procedures and Insurance Benefits may be reopened at the request of either party, to comply with state legal requirements.

For the Association: ____________________________  For the Board: ____________________________

_________________________  ____________________________
Laurie Gordon  Mike Parker

_________________________  ____________________________
Date________________________  Date__________________________
Appendix A - Sexual Harassment of Staff Prohibited

Hoquiam School Board Policy 5011

This district is committed to a positive and productive working environment free from discrimination, including sexual harassment. This commitment extends to all employees and other persons involved in academic, educational, extracurricular, athletic, and other programs or activities of the school, whether that program or activity is in a school facility, on school transportation, or at a class training held elsewhere.

Definitions
For purposes of this policy, sexual harassment means unwelcome conduct or communication of a sexual nature. Sexual harassment can occur student to adult, adult to adult or can be carried out by a group of students or adults and will be investigated by the District even if the alleged harasser is not a part of the school staff or student body. The district prohibits sexual harassment of district employees by other students, employees or third parties involved in school district activities.

Under federal and state law, the term "sexual harassment" includes:

- acts of sexual violence;
- unwelcome sexual or gender-directed conduct or communications that interfere with an individual's employment performance or creates an intimidation, hostile, or offensive environment;
- unwelcome sexual advances;
- unwelcome requests for sexual favors;
- sexual demands when submission is a stated or implied obtaining work opportunity or other benefit;
- sexual demands where submission or rejection is a factor in a work or other school related decision affecting an individual.

A "hostile environment" for an employee is created where the unwanted conduct is sufficiently severe or pervasive to create a work environment that a reasonable person would consider intimidation, hostile, or abusive.

Investigation and Response
If the district knows, or reasonably should know, that sexual harassment has created a hostile environment, the district will promptly investigate to determine what occurred and will take appropriate steps to resolve the situation. If an investigation reveals that sexual harassment has created a hostile environment, the district will take prompt and effective steps reasonably calculated to end sexual harassment, eliminate the hostile environment, prevent its occurrence and, as appropriate, remedy its effects. the district will take prompt, equitable and remedial action within its authority every time a report, complaint and grievance alleging sexual harassment comes to the attention of the district, either formally or informally.
Allegations of criminal misconduct will be reported to law enforcement and suspected child abuse will be reported to law enforcement or Child Protective Services. Regardless of whether the misconduct is reported to law enforcement, school staff will promptly investigate to determine what occurred and take appropriate steps to resolve the situation to the extent that such investigation does not interfere with an on-going criminal investigation. A criminal investigation does not relieve the district of its independent obligation to investigate and resolve sexual harassment.

Engaging in sexual harassment will result in appropriate discipline or other appropriate sanctions against offending staff or third parties involved in school district activities. Anyone else who engages in sexual harassment on school property or at school activities will have their access to school property and activities restricted, as appropriate.

Retaliation and False Allegations
Retaliation against any person who makes or is a witness in a sexual harassment complaint is prohibited and will result in appropriate discipline. The district will take appropriate actions to protect involved persons from retaliation.

It is a violation of this policy to knowingly report false allegations of sexual harassment. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

Staff Responsibilities
The superintendent will develop and implement formal and informal procedures for receiving, investigating and resolving complaints or reports of sexual harassment. The procedures will include reasonable and prompt time lines and delineate staff responsibilities under this policy.

Any school employee who witnesses sexual harassment or receives report, informal complaint, or written complaint about sexual harassment is responsible for informing the district’s Title IX or Civil Rights Compliance Coordinator. All staff are also responsible for directing complainants to the formal complaint process.

Reports of discrimination and discriminatory harassment will be referred to the district’s Title IX/Civil Rights Compliance Coordinator. Reports of disability discrimination or harassment will be referred to the district’s Section 504 Coordinator.

Notice and Training
The superintendent will develop procedures to provide information and education to district staff, parents and volunteers regarding this policy and the recognition and prevention of sexual harassment. At a minimum, sexual harassment recognition and prevention and the elements of this policy will be included in staff and regular volunteer orientation. This policy and the procedure, which includes the complaint process, will be posted in each district building in a place available to staff, parents, volunteers and visitors. Information about the policy and procedure will be clearly stated and conspicuously posted throughout each school building, provided to each employee and
reproduce in each staff, volunteer and parent handbook. Such notices will identify the District's Title IX coordinator and provide contact information, including the coordinator's email address.

**Policy Review**

The superintendent will make an annual report to the board reviewing the use and efficacy of this policy and related procedures. Recommendations for changes to this policy, if applicable, will be included in the report. The superintendent is encouraged to involve staff, volunteers and parents in the review process.

**Cross References:**

- 3205 - Sexual Harassment of Students Prohibited
- 3207 - Prohibition of Harassment, Intimidation and Bullying
- 3210 - Nondiscrimination
- 3211 - Transgender Students
- 3240 - Student Conduct Expectations and Reasonable Sanctions
- 3421 - Child Abuse, Neglect, and Exploitation Prevention
- 5010 - Nondiscrimination and Affirmative Action

**Legal References:**

- RCW 28A.640.020 Regulations, guidelines to eliminate discrimination — Scope — Sexual harassment policies
- WAC 392-190-058 Sexual harassment 20 U.S.C. __ 1681-1688

**Management Resources:**

- 2015 - July Policy Alert
- 2014 - December Issue
- 2010 - October Issue

**Adopted:** 9.17.15

Hoquiam School District
Sexual Harassment Procedure

Sexual Harassment
Informal Complaint Process: Anyone may use informal procedures to report and resolve complaints of sexual harassment. Informal reports may be made to any staff member, although staff shall always inform complainants of their right to and the process for filing a formal complaint. Staff shall also direct potential complainants to an appropriate staff member who can explain the informal and formal complaint processes and what a complainant can expect. Staff shall also inform an appropriate supervisor or professional staff member when they receive complaints of sexual harassment, especially when the complaint is beyond their training to resolve or alleges serious misconduct. Informal remedies include an opportunity for the complainant to explain to the alleged harasser that his or her conduct is unwelcome, offensive or inappropriate, either in writing or face-to-face; a statement from a staff member to the alleged harasser that the alleged conduct is not appropriate and could lead to discipline if proven or repeated; or a general public statement from an administrator in a building reviewing the district sexual harassment policy without identifying the complainant. Informal complaints may become formal complaints at the request of the complainant, parent, guardian, or because the district believes the complaint needs to be more thoroughly investigated.

Formal Complaint Process: Anyone may initiate a formal complaint of sexual harassment, even if the informal complaint process is being utilized. Potential complainants who wish to have the district hold their identity confidential shall be informed that the district will almost assuredly face due process requirements that will make available all of the information that the district has to the accused. The district will, however, fully implement the anti-retaliation provisions of this policy to protect complainants and witnesses. Student complainants and witnesses may have a trusted adult with them during any district-initiated investigatory activities. The superintendent or designated compliance officer (hereinafter referred to as the compliance officer) may conclude that the district needs to conduct an investigation based on information in his or her possession regardless of the complainant’s interest in filing a formal complaint. The following process shall be followed:

A. The compliance officer shall receive and investigate all formal, written complaints of sexual harassment, or information in the compliance officer’s position that the officer believes requires further investigation.

B. All formal complaints shall be in writing; shall be signed by the complainant; and shall set forth the specific acts, conditions or circumstances alleged to have occurred and to constitute sexual harassment. The compliance officer may draft the complaint based on the report of the complainant, for the complainant to review and sign.

C. When the investigation is completed the compliance officer shall compile a full written report of the complaint and the results of the investigation. If the matter has not been resolved to complainant’s satisfaction, the superintendent shall take further action on the report.

D. The superintendent shall respond in writing to the complainant and the accused within thirty days stating:
1. That the district does not have adequate evidence to conclude that harassment occurred;
2. Corrective actions that the district intends to take; and/or
3. That the investigation is incomplete to date and will be continuing.

E. Corrective measures deemed necessary will be instituted as quickly as possible, but in no event more than thirty days after the superintendent's written response, unless the accused is appealing the imposition of discipline and the district is barred by due process considerations or a lawful order from imposing the discipline until the appeal process is concluded.

If a student remains aggrieved by the superintendent's response, he or she may pursue the Complaint as one of sexual discrimination pursuant to Policy 3210, Nondiscrimination. Similarly Staff may pursue complaints further through the appropriate collective bargaining agreement process or anti-discrimination policy.

As part of the information on the recognition and prevention of sexual harassment staff, volunteers, students and parents will be informed that sexual harassment may include but is not limited to:

1. Demands for sexual favors in exchange for preferential treatment or something of value;
2. Stating or implying that a person will lose something if he or she does not submit to a sexual request;
3. Penalizing a person for refusing to submit to a sexual advance, or providing a benefit to someone who does;
4. Making unwelcome, offensive or inappropriate sexually suggestive remarks, comments, gestures or jokes; or remarks of a sexual nature about a person’s appearance, gender or conduct;
5. Using derogatory sexual terms for a person;
6. Inappropriately touching, cornering or stalking a person; or
7. Displaying offensive or inappropriate sexual illustrations on school property.

The superintendent shall prepare a report to the board annually including, if necessary, any recommended policy changes.
Appendix B - Instructional Materials
Hoquiam School Board Policy #2020
Curriculum Development and Adoption of Instructional materials

The board recognizes its responsibility for the improvement and growth of the educational program of the schools. To this end, the curriculum shall be evaluated, adapted and developed on a continuing basis and in accordance with a plan for curriculum growth. Instructional materials shall be selected to assist students in attaining the basic skills and work skills as required by the state.

All new courses or major modifications to existing courses must be approved by the superintendent prior to implementation. The superintendent, in turn, shall inform the board before the new course or major revision to an existing course is implemented.

The superintendent shall establish procedures for curriculum development which provide for involvement of community representatives and staff members at appropriate times, the annual review of selected areas on a cyclical basis, and any suggested changes that should be made as a result of the curriculum study. Such review shall take place at least once during each seven year period.

Selection and Adoption of Instructional Materials

The board is legally responsible for the selection of all instructional materials used in the district. Instructional materials shall be defined as all printed, filmed, electronic or recorded materials furnished by the district for student use and/or included on students’ reading lists. The primary objective in selecting instructional materials is to implement, enrich and support the educational program of the schools. All instructional materials shall be selected in conformance with:

A. applicable state and federal laws,
B. the stated goals and/or standards of the district, and
C. procedures established by the curriculum committee.

Criteria for Selection of Instructional Material
Staff shall rely on reason and professional judgment in the selection of high quality materials that comprise a comprehensive collection appropriate for the instructional program. Instructional materials selected shall include, but are not limited to, those which:

A. Enrich and support the curriculum, taking into consideration the varied instructional needs, abilities, interests, and maturity levels of the students served.
B. Stimulate student growth in conceptual thinking, factual knowledge, physical fitness and literary and ethical standards.
C. Provide sufficient variety so as to present opposing views of controversial issues in order that students may develop the skills of critical analysis and informed decision making.
D. Contribute to the development of an understanding of the ethnic, cultural, and occupational diversity of American life.
E. Present objectively the concerns of and build upon the contributions, current and historical, of both sexes, and members of religious, ethnic and cultural groups. The district recognizes that under certain conditions biased materials may represent appropriate resources in presenting contrasting and differing points of view.
F. Provide models which may be sued as a vehicle for the development of self-respect, ethnic pride and appreciation of cultural differences, based on respect for the worth dignity, and personal values of every individual.

Controversial Issues

The right of people to study and discuss issues freely is basic to the perpetuation of the American form of democracy. It is important to have a citizenry which exercises its rights, keeps well informed, searches actively for divergent points of view, evaluates courses of action in light of available evidence and basic democratic values, and then acts responsibly on the basis of decisions made.

In Hoquiam we believe that such behaviors are developed providing experiences for students which fall within the scope of social problems, many of which are controversial in nature. We further believe that the teaching of controversial issues must be evaluated on the basis of the moral and political standards of the community. These standards shall be evaluated on the basis of what has been indicated as being acceptable by citizens of the Hoquiam School District through the School Board but shall not deny the minority the right to present their views in a logical and ethical manner.

The Superintendent of Schools is responsible for the establishment of procedures to be used upon the challenge of instructional materials by any citizen, group of citizens, personnel or group of personnel of the Hoquiam School District.

No books shall be removed from the school or library because of complaints unless approved by the Board.

All certificated personnel who have properly followed the procedures outlined in this Instructional Materials Selection Policy in the evaluation, selection and use of instructional materials shall have the protection of acting within adopted School Board policy against claims, lawsuits or judgments occasioned by the selection or use of these instructional materials.

Any requests from organizations which provide instructional materials and/or aids must be examined to insure that such materials meet the criteria above. The principal shall review for accuracy and educational value to the total school program all materials or activities proposed by outside sources for student or staff use.

The responsibility for preparing all student reading lists and for examining, evaluation and selecting all supplementary materials is delegated to the professional staff of the district. Textbooks shall be adopted by the board prior to their use in schools except for trial-use texts of a pilot nature, which may be authorized by the superintendent for use for a period of no more than one school year prior to board adoption. Materials approved for trial use shall be restricted to classes specified.

The superintendent shall insure that a listing of all textbooks used within the school curriculum is maintained in every district school and is available for public review.

Cross References: Board Policy 6881 Disposal of Surplus Equipment and/or Materials
Legal References: RCW 28A.150.230 Basic Education Act of 1977--District school directors as Accountable for proper operation of district--Scope—Responsibilities Publication of Guide
RCW 28A.320.230 Instructional materials--Instructional materials committee
RCW 28A.405.060 Course of study and regulations
RCW 28A.640 Sexual Equality Mandated for Public Schools
WAC 392-190-055 Textbooks and instructional materials
WAC 180-44-010 Responsibilities related to instruction

Adoption Date: 1-20-2000
Hoquiam School District No. 28
Appendix C - Professional Growth Option (PGO)

Philosophy

The school board members, administrators and certificated staff of the Hoquiam School District are committed to the continuation of the district's strong educational program. An effective evaluation program that focuses on the improvement of instruction is a key component of this instructional program.

While the primary focus of evaluation is to improve instruction, teacher evaluation requires teachers to satisfactorily meet the criteria as established by statute and contract. The District and the certificated staff believe that the best way to meet legal requirements, while at the same time focusing on improvement of instruction, is to establish a system that contains a professional growth option.

The evaluation process, whether it is the summative evaluation or the professional growth option must be continuous and constructive and take place in an atmosphere of trust and respect. The process is a cooperative effort on the part of the evaluator and the teacher. It is designed to encourage productive dialogue among staff and between staff and supervisors and to promote professional growth and development.

This system will work because Hoquiam School District teacher recognize their responsibility for their own professional growth and the need to expand their knowledge and effectiveness. This system will work because administrators take seriously their role as instructional leaders and are dedicated to the growth of the staff. Excellence is not only a good idea, it's a good commitment.
Legal and Contractual Standards For Certificated Evaluation

State law and Board policy require all certificated employees to be evaluated annually. The Hoquiam School District Certificated Evaluation Program has two tracks:

1. TPEP, as described in the Collective Bargaining Agreement (Article II, Section IX) and
2. the Professional Growth Option (PGO) as described on the following pages.

The statutory, policy and contractual authority related to certificated evaluation are referenced as follows:

Hoquiam School District Policy 5240

Hoquiam School District/Hoquiam Teacher’s Association Collective Bargaining Agreement (Article II, Section IX and Article II, Section X)

RCW 28A.405.100: WAC 392-191-001
RCW 28A.405.110: WAC 392-191-005
RCW 28A.405.130: WAC 392-191-010
RCW 28A.405.150: WAC 392-191-020

What is the Professional Growth Option?

PGO shall encourage professional growth through goal setting and shall involve the teacher and the administrator in cooperative discussion, planning and collegial interaction for the accomplishment of goals. At all times during the Professional Growth Option, collaborative interaction based on trust and confidence is encouraged. Growth is the desired outcome and the Professional Growth Option should not represent a threat.

Who is eligible?

Pursuant to legislation (RCW 28A.405.100) any certificated employee who has completed four year of satisfactory performance in the District, may qualify and voluntarily participate in the Professional Growth Option. A teacher with prior experience outside the District is eligible after two consecutive years of satisfactory teaching experience in the Hoquiam School District, if the two years immediately prior to employment with the District were satisfactory.

How many people can participate in PGO and how are they selected?

During the pilot year (1992-93), each building was allotted spaces for two (2) certificated staff except the high school that was allotted four (4). Those who participated had the option of continuing for 1993-94.

During 1993-94, and each year thereafter, one third of the eligible teaching staff in each work site may choose the professional growth option. The original one third may remain in the professional growth option for two years. The second year an additional one third may choose the option and in the third year the final third may select this option.

Selection of the experienced staff for the Professional Growth Option will be made on a volunteer basis. If more than one-third of the qualified staff in each building apply, a lottery will be in effect for selection. If a certificated staff member is not selected that year, they will automatically go into the program the next year.
How long can a teacher continue on PGO?

An individual may remain on the Professional Growth Option for two years but must be evaluated via the traditional, summative evaluation every third year. The teacher may opt for the summative program yearly. If at any time the evaluator has reasonable cause to justify her/his decision that she/he cannot verify that the employee is meeting minimum criteria, as required by state statute, the evaluator will request in writing to the Superintendent that the employee be moved to the summative (regular) evaluation track. The Superintendent shall contact the Association. The Association and the District shall agree to an unbiased method of deciding if the request is justified.

What are the time-lines for PGO?

During the spring, new PGO participants for the following year will be identified and shall commit to attend and in-service regarding goal-setting, communication and the improvement of instruction. This will allow individuals, where applicable, to plan summer activities related to their potential goals.

During August of each year an in-service on goal setting will be provided for the teachers and administrators. During September and October teacher participants and supervisors shall meet to thoroughly discuss the potential goals and complete the planning worksheet. Goals must be specifically linked to one or more of the evaluation criteria Section VIII of the Agreement. Teachers should have in mind the goals, areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and methods for evaluating growth towards the goals. During this meeting, the supervisor shall act as an advisor in order to clarify and refine the goals and the other aspects of the process mentioned above.

By February 1, the teacher and supervisor will meet to discuss collaboratively the progress on the goals and to refine and update any need for resources. They may meet formally or informally throughout the year to continue such discussions.

By June 1, a final meeting shall be held. At this meeting the Professional Growth Option Verification shall be compiled collaboratively to be submitted to the district personnel file. The Professional Growth Option Verification shall have no negative comments.

At this final meeting, the supervisor will verify that the employee has met state statutory requirements and the teacher shall identify the self-evaluation instrument they used.

How many goals are set during PGO? How big of a task is it?

Depending on the complexity of the goal, teachers may choose one to four goals. One goal in the teaching area is encouraged.

What role does Self-Evaluation play in PGO?

Self-Evaluation is a requirement of the Professional Growth Option. This may be accomplished by
completing one or more of the forms provided during the PGO in-service. You are encouraged to involve students, parents and/or peers in the process.

Please feel free to reproduce and/or revise the forms. You may use one or several. You will hopefully find one that you feel meets you needs. If you don't, please let your supervisor know and the PGO committee will try to find one or help you develop you own.

You must complete this aspect of PGO. You may, but are not required to, share the results. You must identify the instrument you used on the final verification form.

**What happens to the information and materials generated during PGO?**

All written materials generated for or resulting from the formative evaluation process shall be kept separate from the summative permanent records.

All data collected during PGO, with the exception of the PGO Verification Form shall be the property of the teacher.

Information from the PGO cycle may not pass to the summative evaluation cycle nor the personnel file.

**What is the role of the principal in PGO?**

The supervisor is encouraged to assist in coordinating efforts toward common goals that may exist in the work site. The supervisor is further encouraged to disseminate information and resources to teachers that may have bearing on their goals.

The supervisor act as a coach, observer, facilitator and/or data collector.

Thirty minutes non-continuous documented observation is required.

**What is the role of my colleagues in PGO?**

Peer involvement is heartily encouraged. Teachers may elect to use colleagues in observation, data collecting or as collaborators. Teachers may choose to work in teams, department groups or grade levels. There will be an opportunity for teachers involved in PGO for release time to observe other teachers.

**Effective Communication is Essential**

Excellence is not only a good idea--

It's a good commitment
Professional Growth Option

Goal Setting and the Improvement of Instruction

Goal setting is the heart of the Professional Growth Option. In order for you and your supervisor to establish meaningful goals in a collegial fashion, quality in-service is essential. Through research and practice we know much more about effective teaching and the improvement of instruction than we did even five years ago. The following pages and the attendant in-service will give you and your supervisor a basic foundation in this research and will allow you to establish goals that will increase your effectiveness.

Step One: Establishing the Purpose of Goal Setting

The purpose of goal setting (as required by law) in the Professional Growth Option is to focus on activities that will improve teaching skills and student learning. Goals give a workable focus that allows for the collection of descriptive data that is appropriate for use in a formative sense. The number of goals is less than the quality of the goal or goals that are set.

Step Two: Establishing Appropriate Attitudes Toward Goal Setting

Goals say "this is what you and your supervisor will be looking at together." We will learn to avoid extraneous critiques on criteria other than those established by the goals (obviously there could be certain exceptions to this, particularly in regard to teaching behaviors that could be physically or emotionally damaging to students).

Once goals have been established, they become the parameters that serve to focus the supervisor on what is happening in the classroom situation.

Step Three: Prioritizing Goals

What are the appropriate goals? What are important goals? What kinds of goals are worthwhile? While allowing flexibility in determining what would be most appropriate in each situation, it is important that we have a framework to use in thinking about what kinds of goals would be more worthwhile.

There would seem to be three general categories of goals that teachers and supervisors could set. They are prioritized based upon the assumption that since the average supervisor/teacher contact during an evaluation period is less than 1% of the teacher's time in the building. The highest priority goals should be those goals that would seem to pay the greatest dividends in regard to teacher growth for the amount of time expended. Priority should, then, be given to teacher goals.

The three types of goals are:

1. Top Priority I Goals are Teachers Goals
2. Priority II Goals are Learner Goals
3. Priority II Goals are Program Goals

Step Four: Communicating Goals

If instructional improvement is the primary purpose of the professional growth option, experience clearly indicates the importance of the goal-setting activity being a mutually developed, cooperative venture.
HOQUIAM SCHOOL DISTRICT  
PROFESSIONAL GROWTH OPTION  
PLANNING FORM  

<table>
<thead>
<tr>
<th>Staff Member</th>
<th>Assignment</th>
<th>Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>School Year</th>
<th>Worksite</th>
<th>Facilitator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Goals**  
**Activity (s), Procedures, Resources for Goal Accomplishment**  
**Indicators of goal Progress**
Through routine observation:

______________________’s overall performance has been satisfactory and has met statutory requirements.

Date:__________________ Staff Member:_____________________

Date:__________________ Supervisor:_____________________

    Position:_____________________

First Copy: Personnel File Second Copy: Employee

Third Copy: Principal/Supervisor

To be completed by June 1
## Appendix D - 2016-17 Washington State Salary Schedule

### Base Salaries For Certificated Instructional Staff

*** Education Experience ***

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>BA+0</th>
<th>BA+15</th>
<th>BA+30</th>
<th>BA+45</th>
<th>BA+90</th>
<th>BA+135</th>
<th>MA+0</th>
<th>MA+45</th>
<th>MA+90 or PhD</th>
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<tr>
<td>0</td>
<td>35,700</td>
<td>36,664</td>
<td>37,663</td>
<td>38,665</td>
<td>41,877</td>
<td>43,946</td>
<td>42,801</td>
<td>46,014</td>
<td>48,085</td>
</tr>
<tr>
<td>1</td>
<td>36,181</td>
<td>37,158</td>
<td>38,170</td>
<td>39,215</td>
<td>42,461</td>
<td>44,519</td>
<td>43,277</td>
<td>46,523</td>
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<tr>
<td>2</td>
<td>36,638</td>
<td>37,625</td>
<td>38,648</td>
<td>39,774</td>
<td>43,011</td>
<td>45,090</td>
<td>43,756</td>
<td>46,993</td>
<td>49,073</td>
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<tr>
<td>3</td>
<td>37,110</td>
<td>38,107</td>
<td>39,140</td>
<td>40,302</td>
<td>43,533</td>
<td>45,662</td>
<td>44,210</td>
<td>47,439</td>
<td>49,569</td>
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<tr>
<td>4</td>
<td>37,573</td>
<td>38,613</td>
<td>39,653</td>
<td>40,855</td>
<td>44,104</td>
<td>46,250</td>
<td>44,686</td>
<td>47,936</td>
<td>50,082</td>
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<tr>
<td>5</td>
<td>38,051</td>
<td>39,096</td>
<td>40,146</td>
<td>41,415</td>
<td>44,652</td>
<td>46,841</td>
<td>45,170</td>
<td>48,409</td>
<td>50,597</td>
</tr>
<tr>
<td>6</td>
<td>38,542</td>
<td>39,565</td>
<td>40,650</td>
<td>41,982</td>
<td>45,204</td>
<td>47,404</td>
<td>45,666</td>
<td>48,888</td>
<td>51,087</td>
</tr>
<tr>
<td>7</td>
<td>39,045</td>
<td>40,443</td>
<td>41,543</td>
<td>42,947</td>
<td>46,218</td>
<td>48,478</td>
<td>46,595</td>
<td>49,863</td>
<td>52,125</td>
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<tr>
<td>8</td>
<td>40,669</td>
<td>41,783</td>
<td>42,889</td>
<td>44,410</td>
<td>47,724</td>
<td>50,068</td>
<td>48,056</td>
<td>51,371</td>
<td>53,714</td>
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<tr>
<td>9</td>
<td>43,131</td>
<td>44,313</td>
<td>45,888</td>
<td>49,280</td>
<td>51,703</td>
<td>49,533</td>
<td>52,926</td>
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<td>10</td>
<td>45,752</td>
<td>47,442</td>
<td>50,879</td>
<td>53,383</td>
<td>51,088</td>
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<td>11</td>
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<td>52,553</td>
<td>55,107</td>
<td>52,687</td>
<td>56,200</td>
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<td>56,903</td>
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<td>57,918</td>
<td>60,550</td>
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<tr>
<td>13</td>
<td>56,033</td>
<td>58,742</td>
<td>56,070</td>
<td>59,679</td>
<td>62,388</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>57,803</td>
<td>60,851</td>
<td>57,842</td>
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<td>15</td>
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<td>62,229</td>
<td>59,345</td>
<td>63,165</td>
<td>65,989</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>16 or more</td>
<td>60,493</td>
<td>63,472</td>
<td>60,532</td>
<td>64,429</td>
<td>67,288</td>
<td></td>
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</tr>
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</table>
Appendix E - Co-Curricular Positions and Points

Note:
1. Point values for co-curricular positions shall not be lowered during the term of employment of any person currently holding a position.
2. All co-curricular positions shall be posted annually.
3. Co-curricular positions are certificated bargaining unit positions. All qualified certificated bargaining unit members shall have the right of first refusal to any position that comes open prior to that position being offered to non-bargaining unit personnel.
4. Each individual point value shall be $156.35

<table>
<thead>
<tr>
<th>Sport</th>
<th>School</th>
<th>Points</th>
<th>Date Amended</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASB Advisor</td>
<td>HS</td>
<td>30.5</td>
<td>2007</td>
</tr>
<tr>
<td>Band (gr. 7-12)</td>
<td>HS</td>
<td>35</td>
<td>2007</td>
</tr>
<tr>
<td>Choir</td>
<td>HS</td>
<td>23</td>
<td>2007</td>
</tr>
<tr>
<td>Debate</td>
<td>HS</td>
<td>13</td>
<td>2007</td>
</tr>
<tr>
<td>Drama (per production)</td>
<td>HS</td>
<td>29</td>
<td>2007</td>
</tr>
<tr>
<td>Drama (per production) Assistant (30+ participants)</td>
<td>HS</td>
<td>19</td>
<td>2007</td>
</tr>
<tr>
<td>Gazette</td>
<td>HS</td>
<td>12 (8 new employee)</td>
<td>2007</td>
</tr>
<tr>
<td>Hesperian</td>
<td>HS</td>
<td>14</td>
<td>2007</td>
</tr>
<tr>
<td>Knowledge Bowl</td>
<td>HS</td>
<td>12</td>
<td>2007</td>
</tr>
<tr>
<td>Knowledge Bowl</td>
<td>MS</td>
<td>12</td>
<td>2007</td>
</tr>
<tr>
<td>Musical-MS</td>
<td>MS</td>
<td>15</td>
<td>2007</td>
</tr>
<tr>
<td>Music</td>
<td>Elem.</td>
<td>9 per bldg.</td>
<td>2007</td>
</tr>
<tr>
<td>Young Authors' Conference</td>
<td>Elem.</td>
<td>13.5</td>
<td>2007</td>
</tr>
<tr>
<td>Math Olympiad</td>
<td>Elem.</td>
<td>13.5</td>
<td>2007</td>
</tr>
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## Appendix F - Extended Days Positions

<table>
<thead>
<tr>
<th>Position</th>
<th>FTE</th>
<th>Possible Days</th>
<th>Conferences</th>
<th>Total Days</th>
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<tr>
<td>Business Education</td>
<td>1.00</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Business Education</td>
<td>1.00</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Com. Art/ Com. Photography</td>
<td>1.00</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>DE &amp; DO Coordination Time</td>
<td>1.00</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Gifted Program Teacher</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>High School Counselor</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>High School Counselor</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>High School Librarian</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Family &amp; Consumer Science</td>
<td>0.60</td>
<td>10</td>
<td></td>
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</tr>
<tr>
<td>Middle School Assistant</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Middle School Counselor</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Middle School Librarian</td>
<td>1.00</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>Psychologist</td>
<td>1.00</td>
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<td></td>
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</tr>
<tr>
<td>Psychologist</td>
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<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>T &amp; I</td>
<td>1.00</td>
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<td>3</td>
<td>10</td>
</tr>
<tr>
<td>T &amp; I</td>
<td>1.00</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>T &amp; I</td>
<td>0.60</td>
<td>7</td>
<td>3</td>
<td>10</td>
</tr>
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</table>
Appendix G - Procedure Regarding Threatening Communication

1. If an employee receives a communication that is threatening or the employee is concerned about the nature of a communication, s/he should bring this to the attention of his/her building administrator or immediate supervisor. The employee may bring a representative with him/her when informing the building administrator or immediate supervisor and/or presenting the received communication.

2. Bring a written record of all threatening or intimidating communications and related information to the meeting with the building administrator or immediate supervisor. Document the facts surrounding the incident(s). Write the "Who, what, when, where, and how" of what happened. Please use exact quotes wherever possible.

3. The building administrator or immediate supervisor shall notify the Association president and the superintendent.

4. The superintendent shall arrange a meeting to evaluate the threat or concern. Those who need to know (e.g. building administrator, employee, HTA representative) will check legal possibilities, research, brainstorm, confer, and set up a procedure for an action plan that will alleviate the concerns of the employee. An action plan will be developed to give assistance to the employee and a procedure will be developed to monitor and review the situation.
Appendix H – TRI Days / INCENTIVE HOURS
Hoquiam School District #28
Responsibility Contract - 2016-17
Certificated Responsibilities Outside Contract Day

By signing and dating this responsibility contract, the undersigned is indicating fulfillment of additional responsibilities beyond those performed during the basic education work year and work day. The employee understands those responsibilities include one or more of the following:

1. Preparing for school opening and closing
2. Work connected with the conclusion of the school year
3. Conferencing with parents
4. Safe Schools online training
5. Providing individual help to students
6. Evaluating student work
7. Workshops, classes, and in-service work
8. Researching educational materials and supplies
9. Improving and maintaining professional skills
10. Preparation and revision of materials
11. Planning with other staff in areas of instruction and curriculum
12. Working with computers and other technology as related to educational uses
13. Attending district-connected meetings such as PTO, Open House, etc.
14. Attending meetings that may take place before or after school – as an example, but not limited to, IEP, GT, 504, parent and other.
15. Supporting students by attending activities in a capacity other than as parent/guardian.

Responsibilities Focused on Student Achievement Stemming from Participation in School Improvement Activities

By signing and dating this responsibility contract, the undersigned is indicating fulfillment of additional responsibilities related to school improvement work focused on student achievement such as, but not limited to, one or more of the following:

1. Instructional Coaching cycle
2. Book studies
3. School improvement planning
4. Committee work
5. Analysis of student work as professional development
6. Curriculum and grade level expectation (GLE) alignment work
7. Professional development (at staff meetings, grade level meetings, etc.)
8. Peer coaching in other classrooms

_____________________________
Employee Signature

_____________________________
Date
Appendix I – Evaluation Report for non-TPEP eligible Certificated Employees

Hoquiam School District No. 28
Classroom Teacher Evaluation Report

Name __________________________________________________________      _____ Annual
School _________________________________________________________      _____ 90 Day
Teaching Assignment _____________________________________________      ______Other
(if less than full time, specify)

It is my judgment, based upon adopted criteria, that this teacher’s overall performance has been:
_____ Satisfactory         _____ Unsatisfactory during the evaluation period.

Evaluator’s Signature ____________________________________________ Date

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>STRENGTHS, WEAKNESS, SUGGESTIONS FOR IMPROVEMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Refer to list of adopted criteria.)</td>
<td>(Comments must be made in each category.)</td>
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<tr>
<td>Instructional Skill</td>
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<td>Classroom Management</td>
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<td>Professional Preparation and Scholarship</td>
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<td>Effort Toward Improvement When Needed</td>
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<td>Handling of Student Discipline and Attendant Problems</td>
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<tr>
<td>Interest in Teaching Pupils</td>
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<tr>
<td>Knowledge of Subject Matter</td>
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</tbody>
</table>

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with its findings.
Memorandum of Understanding
between the
Hoquiam Teachers' Association
and the
Hoquiam School District

Health Care Benefits

Under ESSB 5940

To implement the changes in the law created by ESSB 5940, the parties enter into the following agreement. Except as specified below, all other terms and conditions of the collective bargaining agreement remain in force.

Additional Benefits
In addition to the benefits described in the collective bargaining agreement, the following health insurance plans will be offered.

1. WEA Select High Deductible Health Plan

2. Health Savings Account (HSA) An account will be made available by the district to members of the bargaining unit using the same provider that currently supplies the Section 125 Flexible Spending Account(FSA). Employees may choose a different option as their HSA but it will not be provided as a pre tax option or as a payroll deduction. Additionally, a limited FSA plan applicable to dental and vision will be offered as an option for those members who have set up a HSA in accordance with IRS code. For those without a HSA an FSA plan will still be offered.

3. WEA Select EasyChoice Plan, with a new rate structure designed to require an employee premium share that are no greater than the premium share experienced by state employees during the state employee benefits year that started immediately prior to the school year.

These plans will be offered to bargaining unit members no later than the first day of the month following the earliest date on which the plans become available to the district.

Open, Competitive Process
In that the above plans must be offered within a short time frame, and state agencies have not yet developed the rules and guidelines that describe the requirements or mechanism for such a process, the parties agree to defer any bidding process to a future year. A process will be negotiated between the parties at a future date following the publication of such rules and guidelines that will be in compliance with the law and will involve the Association and the District as equal partners.
Progress toward a 3:1 Premium Ratio
The parties agree to explore options for making progress toward a 3:1 ratio between family and single rates in the future, following the publication of relevant state regulations and guidelines. As part of this effort, future consideration will be given to plans with modified rate structures that create progress toward the target ratio, modifications to pooling arrangements, and other potential methods. (See District Minimum Medical Payment Matrix, attached.)

Duration of Agreement
This memorandum of understanding will be in effect from the date of its signature until the expiration of the collective bargaining agreement that is applicable to the 2012-13 school year.

If the law changes or there is a change in insurance plans, this MOU will be revisited.

Agreed on the _________ day of __________________, 2012

For the Association: ........................................... For the District: ...........................................

......................................................... .................................................................

......................................................... .................................................................
Directions:

Using the Criteria and Components listed in Form A, consider your teaching practice and determine, for each component of the framework for teaching, the level of performance that best reflects your own assessment.

Use Form D or Form E to complete the self-assessment

Be prepared to discuss your findings with your evaluator.
The self-assessment may be filled out using the eVal system
Goal Setting Conference (Form B)

Teacher _____________________________

Date ________________________________

Principal _____________________________

Based on your self-assessment and any school or district initiatives, what component(s) have you identified as the focus for the year?

Component __________________________

Component __________________________

What would success on this component look like? How will you know when you have achieved it? What would count as evidence of success.
Hoquiam School District

Pre-Observation Lesson Plan (Form C)

Teacher ______________________________ Date ________________

1. To what part of your curriculum does this lesson relate?

2. How does this learning “fit” in the sequence of learning for this class?

3. Briefly describe the students in this class, including those with special needs.

4. What are your learning outcomes for this lesson? What do you want the students to understand?

5. How will you engage the students in the learning? What will you do? What will the students do?

6. Will the students be working individually or as a large group? Provide any worksheets or other materials the students will be using.

7. How will you differentiate instruction for different individuals or groups of students in the class?

8. How and when will you know the students have learned what you intend?

9. Is there anything or anyone you would like me to specifically observe during the lesson? (This could be teacher-focused or student-focused.)

10. How/when will you use student growth data to inform your instruction?
Hoquiam School District

Formal Observation Evidence-Gathering (Form D)

Using the framework documents that follow, the evaluator will provide evidence in the following boxes:

<table>
<thead>
<tr>
<th><strong>Criterion 1:</strong> Centering instruction on high expectations for student achievement.</th>
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</thead>
<tbody>
<tr>
<td>2b  Establishing a Culture for Learning</td>
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<tr>
<td>3a  Communicating with Students</td>
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<tr>
<td>3c  Engaging Students in Learning</td>
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</tbody>
</table>

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<thead>
<tr>
<th><strong>Criterion 2:</strong> Demonstrating effective teaching practices</th>
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<tr>
<td>3b  Using Questioning and Discussion Techniques</td>
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</table>

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<tr>
<th><strong>Criterion 3:</strong> Recognizing individual student learning needs and developing strategies to address those needs</th>
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<tbody>
<tr>
<td>1b  Demonstrating Knowledge of Students</td>
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<tr>
<td>3e  Demonstrating Flexibility and responsiveness</td>
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</tbody>
</table>

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<thead>
<tr>
<th><strong>Student Growth 3.1</strong> Establishes Student Growth Goal(s)</th>
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</table>

<p>| <strong>Student Growth 3.2</strong> Achievement of Student Growth Goal(s) |</p>
<table>
<thead>
<tr>
<th><strong>Criterion 4:</strong> Providing clear and intentional focus on subject matter, content, and curriculum</th>
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<tbody>
<tr>
<td>1a  Demonstrating Knowledge of Content and Pedagogy</td>
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<tr>
<td>1c  Setting Instructional Outcomes</td>
</tr>
<tr>
<td>1d  Demonstrating Knowledge of Resources</td>
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<tr>
<td>1e  Designing Coherent Instruction</td>
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<thead>
<tr>
<th><strong>Criterion 5:</strong> Fostering and managing a safe, positive learning environment</th>
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<tbody>
<tr>
<td>2a  Creating an Environment of Respect and Rapport</td>
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<tr>
<td>2c  Managing Classroom Procedures</td>
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<tr>
<td>2d  Managing Student Behavior</td>
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<td>2e  Organizing Physical Space</td>
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<tr>
<th><strong>Criterion 6:</strong> Using multiple student data elements to modify instruction and improve student learning</th>
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<tbody>
<tr>
<td>1f  Designing Student Assessments</td>
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<td>3d  Using Assessment in Instruction</td>
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<tr>
<td><strong>Student Growth 6.1</strong></td>
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<td><strong>Student Growth Goal 6.2</strong></td>
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<tr>
<td><strong>Criterion 7:</strong> Communicating and collaborating with parents and school community</td>
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<tr>
<td><strong>Criterion 8:</strong> Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</td>
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<td><strong>Student Growth 8.1</strong></td>
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Hoquiam School District

Post Observation (Form E)

Name ________________________________ School ___________________________
Grade ________________________________ Subject __________________________
Date of Lesson ________________________ Date of Reflection __________________

1. In general, how did you feel the lesson went? Did the students learn what you intended for them to learn? How do you know?

2. If you have samples of student’s work, what do they reveal about the students’ levels of engagement and understanding? To what extent did these contribute to student learning?

3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?

4. Did you depart from your plan? If so, how and why?

5. Comment on different aspects of your instructional delivery (e.g. activities, grouping, of students, materials, and resources). To what extent were they effective?

6. If you had an opportunity to teach this lesson again to the same group of students, what, if anything, would you do differently?
## Summative Evaluation of Practice (Form F)

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<th>Criteria</th>
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<th>Proficient</th>
<th>Distinguished</th>
<th>SCORE</th>
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<tr>
<th><strong>Student Growth Score</strong></th>
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<tr>
<td><strong>Scoring Bands</strong></td>
<td>8-14</td>
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<tr>
<td><strong>Final Summative Score</strong></td>
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</table>

We have conducted a conversation on the above items:

Teacher’s Signature ____________________________ Date _____________

Evaluator’s Signature ____________________________ Date _____________

The teacher’s signature indicates that he or she has read and discussed the evaluation in conference with the evaluator, not that he or she necessarily agrees with the results. The evaluatee has the exclusive right of addendum and may do so at any time.
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Unsatisfactory</th>
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<tr>
<td><strong>Scoring Bands</strong></td>
<td>8-14</td>
<td>15-21</td>
<td>22-28</td>
<td>29-32</td>
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<tr>
<td><strong>Final Summative Score</strong></td>
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<td>23</td>
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