COLLECTIVE BARGAINING AGREEMENT

between

CHENEY EDUCATION ASSOCIATION

and

CHENEY SCHOOL DISTRICT NO. 360

September 1, 2018 – August 31, 2020
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ARTICLE I - ADMINISTRATION

Section I  Preamble

This Agreement is entered into by and between the Cheney School District No. 360, hereinafter called the "District," acting by and through the Board of Directors, hereinafter called the "Board," and the Cheney Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the District and the Association share the goal of providing optimal educational opportunities for the children of this District, and

WHEREAS, the achievement of that purpose can only be realized through the employment of qualified and dedicated educators who earnestly accept their responsibilities and whose rights and needs are acknowledged by the District, and

WHEREAS, the achievement of that purpose can only be realized when teachers and other educators contribute their particular professional experience in a meaningful way to the policy-making and program-building process, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement which follows.

Section 2  Recognition

The Board recognizes the Association as the exclusive bargaining representative for all regular, full-time and part-time contracted, certificated employees except for the following exclusions:

- Superintendent
- Associate Superintendent
- Principals and Assistant Principals
- Administrative Directors and Coordinators
- Confidential employees as defined by law
- Supervisory employees as provided in RCW 41.59.020
- Substitute personnel—except as defined in Article IV, "Substitute Teachers," of current Agreement

Section 3  Conformity to Law

If any section, subsection, sentence, clause or phrase of this Agreement will for any reason be held to be unlawful by a local, state, or federal body with the authority to so rule, such decision will not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement, but they will remain in effect, it being the intent of the parties that this Agreement will stand notwithstanding the invalidity of any part.
Section 4 Distribution of Agreement

30 days after both sides ratify and sign this Agreement, entitled "Collective Bargaining Agreement between Cheney Education Association and the Cheney School District No. 360," it will be printed and made available online. The number of printed copies will be mutually agreed upon by the District and the Association. The cost of printing and distributing will be borne equally by the District and the Association. The Association will distribute copies to members upon request.
ARTICLE II - BUSINESS

Section 1 Association Rights
The District will make available to the Association a roster of all bargaining unit members by September 15 and inform the Association within two days of hire, in writing, of any additions with hire date, or deletions of employees covered by this Agreement.

After September 15, the District will provide the Association a roster of all employees on a monthly basis by the 15th of each month.

The Association will be able to meet with new employees within 30 days after their start date for up to 60 minutes. These meetings may take place during regular work hours. Such visitations will neither interfere with nor interrupt normal school operations.

Section 2 Association Membership
Deduction of Dues
Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District will make the appropriate payroll deduction as certified by the president of the Association and will transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least 30 days written notice to the business office.

Revocation of Membership
It is understood and agreed that the dues deduction system is for the collection of dues only. Employees who wish to revoke the Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

Section 3 Association Use of District Communications and Facilities
The Association will have the use of interschool mail facilities for distribution of Association communications so long as such communications are identified as Association materials and a courtesy copy is given to the principal. Materials distributed and posted will conform to law and will reflect reasonable respect for the District, its management and its non-bargaining unit employees.

The Board, Administration, or School District will not assume the responsibility of, or any liability for, notices posted or to be delivered for Association purposes.

The Association and its members will have the use of school building facilities for Association meetings at reasonable times provided that such meetings do not interfere with the normal school operation.
The District will make available to the CEA mutually agreed upon office space for a $75 monthly fee. Additions to the space of items such as furniture, file cabinets, phone lines, all maintenance, and any other expenditures are the sole responsibility of the CEA. This arrangement may be cancelled by the District at any time with a 90 day notification to the CEA.

Materials and equipment may be used provided the District is reimbursed for expendable materials. The Association will have the use of a bulletin board in the lounge of each building in the District.

Reasonable financial information requested by the Association will be furnished to the Association by the District.

Any officer or authorized representative of the Association so designated by the Association will have the right to visit District buildings, individual educators or groups of educators represented by the Association. Such visitations will neither interfere with, nor interrupt normal school operations. In all instances, the authorized representative or representatives will satisfy the principal that they are on Association business.

Section 4 District Rights and Responsibilities

The District retains all rights that ordinarily vest in and have been exercised by the District as an employer hereunder. These rights will continue to vest exclusively in the District and be exercised exclusively thereby without prior negotiation with any bargaining representative. Subject to the provisions of RCW 41.59 and this Agreement, the District will continue to exercise these rights that will include, but not be limited to:

1. Maintain its legal policy-making authority and will not abrogate it to any elective or appointed group or association.
2. Manage and control the District, its facilities, and its operations and to direct the working forces and affairs of the District.
3. Determine assignment, reassignment or transfer by the Board of Directors of the District or its delegated administrative authority.
4. Determine the services, supplies, and equipment necessary to continue its operations and determine the methods, schedules and standards of operational production, the means, methods and processes of carrying on the work, including contracting out or automation thereof or changes therein.
5. Adopt, put into effect and enforce reasonable rules, procedures and regulations relating to school policy.
6. Determine the qualifications of employees.
7. Determine the number and location or relocation of buildings, offices and facilities, layout and equipment, and the work areas.
8. Determine the placing of operation, production, service, maintenance or distribution of work with contractors and the source of materials and supplies.

9. Determine the policy affecting the selection of employees.

**Section 5 Labor Management Meetings**

The Superintendent and designee and the Association President and designee will meet regularly throughout the school year to discuss current school problems, practices and concerns. Additional persons may, by mutual agreement, attend these meetings on an as needed basis. It is the intent of the parties that problems arising relative to the administration of this Agreement will also be discussed at these meetings.
ARTICLE III - SALARY AND BENEFITS

Section 1 Contracts and Provisions for Salaries

Certificated Staff Contracts

There will be an individual contract for regular assignments in conformity with Washington State law and policies, this Agreement, rules and regulations of the District and State Board of Education.

All teacher positions in the District will be filled by certificated employees under contract with the District. Replacement contracts will only be used to replace an employee on Board-approved leave of absence for a determined period of time. Exceptions to this clause may occur upon agreement between the District and Association as a result of labor-management discussion.

General Provisions for Certificated Staff Salaries

1. Employees will be placed on the appropriate step of the Cheney Public Schools Certificated Salary Schedule (salary schedule) according to years of experience and education earned. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A.

2. The normal contract year will be stated on the salary schedule in days or required service to the District.

3. Salary schedule placement will be in accordance with the following criteria:

   A. Evidence of experience as a certificated staff member in this District or another, as accepted by the State of Washington.

   B. Evidence of credits from an accredited college or university, as accepted by the State of Washington.

   C. For newly employed certificated staff members, placement in the appropriate column for education attainment will be determined by the number of quarter-hour credits acquired after attainment of a Bachelor of Arts/Science Degree, or credits that apply toward the appropriate certificate or related job experience in vocational education if the college recognizes such job experience as credit toward a vocational education or appropriate certificate.

   D. Credits earned beyond the BA/BS degree will be reported by completing the state-determined credit approval process. The associate superintendent must verify that the content of the courses meet one or more of the state-defined criteria. Only credits accepted by the Office of Superintendent of Public Instruction (OSPI) are approved for placement on the salary schedule (Appendix A).

   E. Credits will be reported by means of an official transcript to the office of the Superintendent by October 1st of the year earned in order to count toward the current year's salary. In the event the granting university/college does not provide an official transcript prior to October 1st, a letter of completion from the
university/college attesting that the work was completed prior to October 1st will suffice until a final transcript is available. Payment for credits will not be processed until transcript is received. Transcript must be received no later than December 31st to apply to current year’s salary schedule. The employee assumes all responsibility to insure that transcripts and/or verification of employment are received in the District Office. Should audit or other state requirements find exception to this provision, this section will necessitate further discussion on payment between the District and the Association.

F. One increment will be given for each prior year of qualified experience up to the listed maximum, based on the state personnel report (S-275) rules.

G. The monthly salary payments will be one-twelfth of the contracted salary.

H. Each employee will be issued a Supplemental Contract for 5 additional work days beyond the regular work year at the individual’s 1.0 FTE per diem rate. See Article IV, Section 16 – Length of Contract for details.

I. The District will recognize military service if an individual’s certificated teaching career was interrupted. All personnel now receiving credit on their present salary schedule will continue to be reimbursed for the credits.

4. The salary schedule will be contained in Appendix A attached hereto and by reference incorporated herein.

5. The salary for full-time physical therapists will be equivalent to the amount listed on the salary schedule for Certificated Instructional Staff for staff members with 16 or more years of service, MA+90 or PhD. Salary for part-time physical therapists will be prorated based upon FTE. This agreement has been made as a result of difficulty hiring and retaining qualified physical therapists.

6. Supplemental Contracts

Additional days (paid by Per Diem Sheet), responsibility stipends, PLC stipends, teacher leadership stipends, and co-curricular stipends are contained in Appendix B attached hereto and by reference incorporated herein.

A. Teacher leadership and co-curricular positions are for one year, with an option for a second year, with supervisor approval.

i. Employees holding these positions will receive notification of contract completion as soon as possible, no later than the last day of school.

ii. Employees interested in continuing in the position for a second year will discuss the option with the supervisor prior to the last day of school.

B. Available positions will be announced to all building certificated staff.

C. Staff may apply via email indicating interest and skills.

D. The supervisor will interview candidates and select a certificated staff member to fulfill the role. If no building certificated staff members are interested, the position
will be announced to district certificated staff, and then to other staff and community members.

Section 2 Salary Differentials

A teacher who spends extra time doing work beyond his/her normal workload as approved by the Superintendent/designee will be paid a differential while he/she performs that extra work.

A teacher who spends extra time doing contracted work beyond the normal work year will be paid the per diem rate (see Appendix B-1, Additional Days). The per diem rate is the employee’s base salary divided by 180 (the number of days in the regular work year).

Section 3 Payroll Deductions

Payroll deductions will be made from regular warrants according to governing laws (retirement, OASI, federal income tax), and as specified in this Agreement. Deductions will also be made, when requested by the individual employee, for those programs recommended by the Association, and authorized by the Board; for example, Committee for the Support of Good Schools, WEA-PAC or United Way.

1. On or before August 25th of each school year the Association will give written notice to the Board of the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under payroll deduction. The total for these deductions will not be subject to change during the school year.

2. The deductions authorized above will be made in 12 equal amounts from each paycheck beginning the pay period in September through the pay period in August in each year. Teachers who commence employment after September or terminate employment before June will have their deductions prorated at one-tenth of the total amount for each month the teacher is employed. The Board agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board will notify the Association of any changes in said list due to teachers entering or leaving the employ of the District as soon as the information is available.

3. Deduction of Association dues: Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District will make the appropriate payroll deduction as certified by the president of the Association and will transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least 30 days written notice to the business office.

4. The District agrees upon employee request to make payroll deduction payments to approved credit unions and other approved institutions.

5. The District will provide for automatic payroll authorization as outlined in this section and will, without exception, perform said service. However, the Board assumes no obligation,
financial or otherwise, arising out of the provisions of this section, and the Association and/or educator covered by this Agreement will indemnify and hold the Board harmless for any and all claims, grievances, awards, suits, attachments, or other proceedings arising out of, or by reason of, any action taken by the Board for the purpose of complying with any of the provisions of this section.

Section 4 Early Notification of Retirement

Employees providing written notification of retirement will receive a stipend as follows:
Notification received in human resources on or before November 1st: $1000; January 1st: $500; February 15th: $250. Stipends will be paid with March payroll.

Section 5 Staff Protection Policy

The staff protection policy will be applicable to employees employed by the District. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties will immediately notify his/her building principal or supervisor. If the threat of bodily harm is from a student or group of students, that student or group of students will immediately be removed from the employee's classroom. The principal or supervisor will notify the Superintendent's office at the earliest possible time.

The Board will protect employees by purchasing public liability insurance in the amount of $5,000,000 per occurrence. This will be accomplished by the purchase of a standard comprehensive bodily injury and property damage liability contract. It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were expressed in the employment contract or implied because of the nature of employment, or whether such duties were performed during regular duty hours or for extracurricular activities outside of the regular duty hours.

The District will not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, violation of law, or criminal act as determined by a court of law.

An educator whose personal property is damaged or lost while performing his/her duties for the District may apply for reimbursement of costs, repairs, or replacement within the limits of the District's personal property insurance. This does not cover items stored in the school buildings overnight.

Section 6A National Board Certification Support

The District will provide 1 day of release time during the completion of the initial National Board certification process.

The District will provide the following support to candidates for the National Board for Professional Teaching Standards:
1. Use of digital video recording equipment.
2. Use of copy machine and supplies.
3. Help with video recording.

Section 6B Certification Support

Any teacher requested by the District to take additional course work and who chooses to do so, will be fully reimbursed for the cost of all credit and required textbook/related materials.

Section 6C New Certified Staff Funds

The District will provide a one-time $400 per FTE reimbursement to new employees with three (3) years or less previous teaching experience to support initial classroom setup and supply needs. Does not apply to partial year leave replacement contracts. Employees must submit for the full reimbursement at one time on an Expense Voucher (form #503).

Section 7 Revolving Building Fund

Each building will have a revolving fund sufficient to reimburse employees for job related out-of-pocket expenses. In order to receive reimbursement, the employee will obtain prior approval of the building principal and, after the purchase, submit to the principal an itemized receipt.

Section 8 Hourly Rates

An hourly rate of $30 will be established for various duties as referenced below and elsewhere in this Agreement for work outside the regular workday. All hours are submitted on a yellow timesheet.

Employees will be paid their hourly per diem rate (up to $40) when requested by an administrator to facilitate professional work outside the regular workday.

Section 9 Group Insurance Premiums

1. The District, after state-mandated remittance to the Health Care Authority, will provide the net amount of the state allocation per month per full-time employee to apply toward Association-approved group insurance programs on a pooled basis.

2. Part-time employees will receive an apportioned amount computed in ratio to the percent of full-time employment contracted. Members will notify the District of their benefit selections during open enrollment.

3. To gain maximum utilization of the pool the District will do an analysis of the plan enrollments and premiums upon completion of open enrollment. Redistribution of remaining funds will be based on the agreed-upon pooling formula.

4. In addition, any employee may participate in an Association-approved voluntary salary insurance program via payroll deduction. This premium/payroll deduction will not be included in any pooling calculations.
5. COBRA is available for those employees and dependents who qualify.

6. Excess medical premiums paid by the employee may be paid in pre-tax dollars and a hold harmless clause will be signed by the employee as a condition of participation. In the event that a provision of the above benefit program violates any law or regulation of the IRS or state law, the parties agree that any personal tax liabilities that occur from participation in the benefit programs provided herein will remain solely with the subscribing individual(s).

7. Any state-funded death benefit provided by the State of Washington will be provided to the estate of all eligible employees killed in the line of duty while employed by the District.

**Section 10  Tax Sheltered Annuities**

The District will provide through its payroll system the opportunity for teachers to participate in approved tax sheltered annuities. A list of approved TSA programs is available in the Human Resources Office.

**Section 11  Travel Allowance**

An employee who is authorized by the Superintendent to use his/her personal car on District business will be compensated at the Internal Revenue Service rate. The mileage will be validated by the employee's supervisor in accordance with regulations and procedures of the District.

**Section 12  Licenses and Fees**

The District will reimburse present employees for District required chauffeur license and security checks for new employees.
ARTICLE IV - PERSONNEL

Section 1  Nondiscrimination
There will be no discrimination against any employee or applicant for certificated employment by reason of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, economic status, pregnancy, familial status, marital status, disability, or the use of a trained dog guide or service animal, or because of his/her membership in employee organizations or in his/her exercise of other rights under RCW 41.59.

There will be no discrimination against any employee in respect to assignment, promotion or condition of work due to position on the salary schedule, other professional factors being equal.

Section 2  Citizenship Rights and Responsibilities
Employees are encouraged to participate in a full range of citizenship activities. Anyone who seeks an elective office will be granted leave in accordance with the District leave policies.

Section 3  Employee Privacy
The District and the Association recognize that the private life of an educator is not within the appropriate concern or attention of the District for purposes of judging his/her professional performance and competency and continued employment status, except as it may directly prevent the educator from properly performing his/her assigned functions during the work day. The District and the Association recognize that serious violations of the law, which lead to conviction, should be addressed.

Section 4  Discrimination and Harassment
The Administration and the Association are firmly committed to having a positive educational and work environment that encourages respect, dignity, and equity for all.

Employees will be protected against discrimination or harassment. The District will follow state and federal law and take appropriate disciplinary action when an employee files a complaint that he/she has been subject to discrimination or harassment on the job.

The District will treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties.

There will be no retaliatory action against anyone filing a good faith complaint of any type of discrimination or harassment.

Section 5  Employee Disciplinary Action
No employee will be disciplined without just and sufficient cause. The following will be the standard for determining just cause in discipline matters.
1. NOTICE: The employee had forewarning or foreknowledge of the possible or probable consequences of the employee's action.

2. REASONABLE RULE OR ORDER: The District’s rules and policies are reasonable.

3. INVESTIGATION: The District will make an effort to discover whether the employee did violate or disobey a rule, policy, or order before disciplining.

4. FAIR INVESTIGATION: The District’s investigation will be conducted fairly and objectively.

5. EVIDENCE: During the investigation, the District will attempt to obtain evidence to discover if the employee did engage in misconduct.

6. EQUAL TREATMENT: The District will apply its rules, orders, and penalties even-handedly and without discrimination.

7. RESOLUTION: The discipline administered by the District will be reasonably related to the seriousness of the employee's offense, and in appropriate circumstances, the District may consider other relevant conduct of the employee.

**Discipline Process**

An employee will be notified within 5 work days when an allegation of professional misconduct is made known to an administrator. The specific grounds forming the basis for an investigation will be made available to the employee and the Association President in writing.

An administrator will conduct a thorough and fair investigation of the allegation. The employee will be entitled to have a representative of the Association present during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present. In order to be timely, the District and the Association acknowledge a need for flexibility to assure that the employee, his/her representative, and the administrator are all available to meet.

Upon completion of an investigation, an administrator will schedule a meeting with the employee to share the results of the investigation. If disciplinary action will be administered, written notification will be provided to the employee and the Association President.

The District agrees to follow a policy of progressive discipline, and any disciplinary action administered to an employee will be appropriate to the behavior or situation that precipitates the action. Progressive discipline normally includes verbal warning, written warning, written reprimand, suspension, or discharge. The District may bypass steps of the progressive discipline process when the severity of employee conduct so warrants.

Any employee may request that a disciplinary notice be removed from his/her file after 3 years. If there is no documentation of a reoccurrence at the end of 3 years of date of entry and if within the legal requirements of record keeping, such derogatory material will be removed from the personnel
file at the request of the employee. The District maintains final authority in this matter. The District will not be arbitrary or capricious in its decision(s).

It is agreed that disciplinary matters pursuant to this provision may be subject to the grievance procedure contained in this Agreement. In matters involving adverse contract changes as a result of progressive discipline, including discharge, affected employee will use appeal procedures provided in applicable statutes rather than the grievance procedure. The District, Association and individual(s) involved may mutually agree to an alternative procedure.

**Right to Face Complainant**

At the employee’s request, a conference will be arranged at a mutually agreeable time for an employee to face a complainant.

**Unfounded Allegations**

When the District investigates an allegation of misconduct by an employee, and chooses not to reprimand or discipline or take adverse action against the employee, all documents regarding the allegation will be destroyed within 30 calendar days of the conclusion of the investigation, unless otherwise required by law.

**Section 6 Employee Personnel Files**

1. Materials placed in the employee’s District personnel file after his/her election by the Board to a position with the District will be available for review by the employee at a mutually agreeable time.

2. College or university credentials that are retained by the District will be subject to review by the employee.

3. The Board and its administrative agents will maintain a single personnel file on all District employees covered by this Agreement. This will not prohibit use of anecdotal material in preparation of employee evaluations. The anecdotal materials used for evaluation preparation by the District will be destroyed at the close of each school year, except in the case where:

   A. A certified support person or counselor receives a Needs Improvement (NI) in one of the 5 evaluation criteria for 2 consecutive years, or an Unsatisfactory (U) in one of the 5 evaluation criteria in any year, or

   B. A classroom teacher with more than 5 years of experience receives a summative evaluation score of Unsatisfactory or Basic, or a teacher with less than 5 years of experience receives a summative evaluation score of Unsatisfactory.

   C. In such case, the observation reports that document the Needs Improvement or Unsatisfactory or Basic will be retained in the supervisor’s working file until the employee obtains a Satisfactory under that criterion. When these reports are retained, the employee will be given a copy.
4. Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such written response will become a part of his/her written personnel records.

5. Each employee will be notified prior to including information in his/her personnel file that questions his/her professional ability or status. For yearly or special teacher evaluations, the notification is the conference with the supervisor.

6. The employee will be notified within 7 calendar days of the placement of any derogatory material in his/her personnel file. Notification will be done via a "cc" on the derogatory document and a copy to the employee. Any such material that the employee has not been notified of in a timely fashion as referenced above will not be used in any disciplinary action.

7. If there is no documentation of a reoccurrence at the end of 3 years of date of entry and if within the legal requirements of record keeping, such derogatory material will be removed from the personnel file at the request of the employee. The District maintains final authority in this matter. The District will not be arbitrary or capricious in its decision(s).

Section 7    No Smoking
In compliance with state law, no employee may smoke any kind of lighted pipe, cigar, cigarette, or any other smoking equipment or material or use tobacco products in or on District property. Employees who violate this contract provision are subject to discipline, as outlined in Section 5 above.

Section 8    Assignments, Transfers, Vacancies and Promotions
Definitions:
1. Assignment: An employee's placement in a building or program.
2. Reassignment: A change in an employee's assignment within a building to a comparable position due to staffing and/or program needs.
3. Discontinued Position: A position that is no longer required because of student enrollment, building or other related educational needs.
4. Transfer: The movement of an employee from one building or program to another.
   A. Voluntary - A transfer initiated by the employee and agreed to by the District.
   B. Involuntary - A transfer initiated by the District.
5. Comparable Position: A position that is the same in FTE and certification requirements.
6. In-District Vacancy: A building or program position that is available to employees after reassignments.
7. Vacancy: A building or program position that is available to qualified applicants.
8. District Seniority: Seniority will be calculated by actual time spent in the Cheney School District, minus voluntary leaves, resignations/rehires, and other employee-initiated time away. Both partial year and partial contract, for this section, will be figured in increments
of 0.5; i.e. any time less than half time will be rounded to 0.5, and any time over half will be rounded to 1.0.

9. **Provisional Status:** As defined by law.

The assignment and transfer of an employee directly affects his/her satisfaction and effectiveness. Assignment and transfer should match the employee's qualifications in the areas of training, experience and personal preference.

The Superintendent or his/her designee is responsible for all assignments and transfers. In the determination of assignment and transfers, the Superintendent or his/her designee will consider the employee's training, experience, personal preference and the best interests of the District. A record of the date and type of transfer will be sent to the employee, with a copy to the employee's personnel file.

**Section 9  Teacher Assignment**

The Superintendent or his/her designee will assign all newly appointed teachers to their specific positions in accordance with the regulations of the State Board of Education within their major or minor fields of study and/or qualifications in their specialty area. The Superintendent or his/her designee will give notice of assignments to newly appointed teachers as soon as practicable and, except in cases of emergency, or employment at a later date, not later than June 15th.

All elementary teachers presently employed will be given notice of their assignments for the forthcoming year as soon after May 15th as possible, but in any event, no later than the last day of school. All secondary teachers will be given notice of their assignments for the forthcoming year as soon after May 15th as possible.

A part-time employee may apply for an additional position, with the total of his/her assignments not to exceed a 1.0 FTE, so long as the additional position as posted is compatible with his/her current assignment(s), including daily schedule and travel time.

Additional FTE may be added to part-time continuing employees working 0.5 FTE or greater in the building without additional posting or interviews.

**Section 10  Selection Teams**

In the process of hiring new employees and/or administrators, the District includes certificated employees to assist with the selection process.

All interested employees will receive training in District hiring processes.

The District will select CEA participation from the list of trained employees.

CEA members have the opportunity to participate in trainings on the hiring process which are scheduled by the District. The Human Resources Department will maintain and provide a
"Recruiting and Hiring Manual" to all employees involved in the selection process. This manual will include consistent hiring procedures to be used throughout the District.

Section 11 Voluntary Transfers and Reassignments

Voluntary Transfers

As early as possible in the spring, the Superintendent or his/her designee will post known vacancies that will occur during the following school year. Vacancies will be posted electronically.

Said notice of vacancy or new position will clearly set forth the qualifications for the position and the procedures for applying. For positions posted prior to June 30th, the District will publicize within the bargaining unit for 3 business days the availability of vacancy or new position covered by this Agreement. The District may simultaneously post a position to outside candidates with Association approval.

Within 3 business days after the District has posted a vacancy, teachers must submit a written transfer request. Internal applicants meeting posted job qualifications, as determined by the District, will meet with the principal and/or representatives from the site prior to accepting the position.

To be eligible for transfer, the employee must:

1. Hold a continuing contract, either partial or 1.0 FTE,
2. Have certification or endorsement for the position sought,
3. One of the following:
   A. Have received an overall “Proficient” or “Distinguished” on his/her 2 most recent final TPEP evaluations and pending a proficient evaluation in the current year;
   B. Have received an overall “Satisfactory” on his/her 2 most recent final Support Personnel/Counselor evaluations and pending a satisfactory evaluation in the current year, and
4. No longer be on Provisional status with the Cheney School District.

If more than one qualified applicant applies, the individual with the most District seniority will be granted the transfer. If the applicants have equal District seniority, the transfer will be granted to the person with the greatest State seniority. If the applicants have equal District and State seniority, Distinguished status as of the certificated staff member’s most recent evaluation will be prioritized. If all other factors are equal, a coin toss will be administered.

Between July 1st and September 15th, all positions will be posted in and out at the same time, and internal applicants may apply and interview with external candidates for open positions.

Transfer into the following positions is restricted and is not subject to the voluntary transfer provisions and seniority as stated above. Employees seeking transfer into the restricted positions
must apply and the top four candidates, as determined by the hiring team, will be guaranteed an interview with out-of-district candidates:

- Teacher on Special Assignment (TOSA)
- Student Support Services personnel
- Alternative Education personnel
- Academic Intervention Specialists (formerly Title I/LAP teachers)

Employees currently holding the restricted positions above maintain seniority rights for lateral transfers, e.g. Academic Intervention Specialist to Academic Intervention Specialist.

Transfer into a school counselor position is restricted. Counselors seeking transfer into another counseling position will be guaranteed an interview. If the applicant and the selection team agree to the transfer, the counselor will transfer into the open position. If the position is posted externally, qualified employees must apply and will be guaranteed an interview with out-of-district candidates.

If an employee decides to apply for a vacancy posted beginning one week before school begins and through the end of the school year, that employee, if awarded the transfer, will be transferred to that position at the conclusion of the current school year; provided such a transfer does not necessitate the involuntary transfer of an existing employee at the future site. A one-year-only replacement teacher will be hired to finish the year in the vacant position.

An administrative certificated, non-bargaining unit employee may apply in-district for any vacancy, using any bargaining unit District seniority as defined in this section; provided they meet the posted qualifications. Should such employee have no bargaining unit District seniority, all other eligible bargaining unit employees will be considered first.

Two positions per year, one elementary and one secondary, may be filled at District discretion, regardless of other provisions in this section. The District will notify the Association in writing when this provision is applied. The District and the Association may agree upon additional positions when sufficient vacancies are available.

**Building Reassignments**

Building reassignments take place when a building is overstaffed. The principal may reassign staff members to any available comparable position within that building.

A comparable position at the elementary level is defined to include a K-5 general education classroom.

A comparable position at the middle school is defined to include a core teaching position, grades 6-8.
A comparable position at the high school is defined to include a position within a particular subject area (career and technical education, health and fitness, language arts, math, science, social studies, world languages, visual and performing arts). Movement between subject areas is based on a maximum change of 0.4 per year (2 class periods).

In the event there is no vacancy available in a building needing to reduce, and a position is available in another building, the following steps are taken in the building needing to reduce:

1. Volunteers will be sought to move.
2. If no one volunteers, the teacher with the least District seniority (K-5 by grade level, 6-8 and 9-12 by subject area) will be involuntarily transferred. If a tie exists, the person with the least State seniority will be involuntarily transferred. If a tie still exists, a coin toss will be administered.

Section 12 Involuntary Transfers and Reassignments

Qualified voluntary transfers will be sought before any employees are involuntarily transferred.

Notice of an involuntary transfer will be given to teachers by May 15th except in cases of emergency. Qualified continuing contracted employees will be involuntarily transferred to a comparable position to insure their continued employment and/or to meet the program needs of the District. An employee will not be involuntarily transferred more than once in a 4 year time period. When an involuntary transfer is made:

1. Reverse District seniority will govern. The individual with the least District seniority will be involuntarily transferred. If a tie exists, the person with the least State seniority will be involuntarily transferred. If a tie still exists, a coin toss will be administered.
2. The involuntary transfer status will be in effect for one school year, after which time the employee may return to the former position, if available.

If the former position is not available, the employee will have priority access to posted positions 2 grade levels above or below the former position at the elementary level, or content area at the secondary level.

Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or are not endorsed, will be provided assistance (in the form of reimbursement for college courses or District in-service suggested and approved by the District) in meeting the needs of the involuntary transfer.

Involuntarily transferred employees will be provided with the following special considerations:

1. A meeting with the Superintendent or designee and immediate supervisor to explain the reasons for change with Association representative present.
2. Custodial assistance as reasonably needed to facilitate the move.
3. At least 10 working days advance notice prior to the move unless an emergency exists, such as balancing class loads at the beginning of the year/trimester. If less than 10 working days’ notice is provided, a substitute teacher will be hired for 3 days to work with the teacher. The involuntarily transferred teacher will direct the use of the substitute.

4. When an employee is involuntarily transferred after the end of a school year, the transferred employee may work 2 additional days at the employee’s per diem rate (submitted on a timesheet), for the purpose of moving to the newly assigned location.

Section 13 Auxiliary Personnel

Non-certificated personnel may be used to supplement or enrich programs but will not be used to supplant certificated personnel.

Non-certificated personnel will work under the direct supervision of certificated personnel as assigned by the site supervisor. Certificated personnel, if available, will be involved in the screening and selection of non-certificated personnel who will work under their supervision.

Non-certificated personnel will be provided appropriate orientation at the beginning of and during their service with the District. The certificated employee may access individual creativity funds (PGE) or Special Services/Special Needs At Risk Funds at the building level [with prior approval by the building team responsible for these funds], for release time to train new non-certificated personnel selected to work in his/her classroom.

Section 14 Substitute Teachers

Long-term substitutes (defined as those substitute teachers who work more than 20 consecutive days in the same assignment within one school year and who continue to be available for employment as substitute teachers) will be placed on the regular teacher salary schedule for as long as they are on the same assignment. Those teachers so affected will receive scheduled salary retroactive to the first day. Such teachers will be members of the bargaining unit for the period during which they are substituting beyond the 20-day period.

Other long-term substitutes (defined as those substitute teachers who work more than 30 days in the previous 12-month period and who continue to be available for employment as substitute teachers) will also be members of the bargaining unit after they have reached the 30 days aggregate referenced herein and placement on the regular teacher salary schedule will not apply.

Long-term substitutes (as defined in the previous 2 paragraphs) inclusion as a part of the bargaining unit carries with it only such rights and benefits as are specifically designated for them in this Agreement. Such designated rights and benefits are: group insurance premiums only to the extent of the District’s past practice in this area and placement on the regular teacher salary schedule (retroactive to the first day) after the above referenced day requirements are met.

Substitute employees not meeting the long-term substitute requirements referenced above are specifically excluded from the bargaining unit.
Employees may create a preferred substitute list using the substitute management system. The District will make a good faith attempt to procure these suggested substitutes. If a teacher’s suggestion is not honored, he/she will, upon request, be told why. Employees who wish to exclude a substitute from their classroom must submit a substitute exclusion form.

Section 15  Position Sharing

1. Position sharing is a procedure whereby 2 employees other than substitutes share a position. Employees desiring to share a position must submit such request to the Superintendent, or designee, no later than May 1st of each school year. The District will determine, in a timely manner, whether or not to honor the request. Reasons for denial will be given upon request. It is the intent of the parties to work towards solving problems of position sharing conscientiously. If the requesting employee is unable identify a job share partner, the employee may request that the District electronically announce the employee’s need for a job share partner. Interested parties will be directed to contact the requesting employee directly for details.

2. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which will insure intra-team communication necessary to support the total program.

3. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.

4. The 2 employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:
   A. Only 2 employees may share a position.
   B. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
   C. Each employee will receive his/her proportional fringe benefit amount.
   D. The employees may substitute for each other at the normal substitute pay rate, or by changing the work-hour patterns with the principal/ supervisor's approval.
   E. Seniority will accrue according to the length of the employee's contract (i.e., half time = 1/2 year seniority).
   F. Employees will advance on the salary schedule the same as any other part-time employee.
G. Employees may establish their work schedule with approval of their principal/supervisor.

H. Entering into a position sharing relationship does not waive any legal rights under Washington code or contract rights under this Agreement.

I. Requests to move back into a full-time job will be made under the assignment/transfer procedure contained in this Agreement.

J. Employees wishing to continue sharing a position should so inform the District by May 1st.

5. Because position sharing is intended to be available only to current employees, it may be impossible for specialists or others with limited or no peers in the District, to find another with whom to job share.

In these cases, the District will consider exceptions that allow position sharing with a new employee.

**Section 16 Length of Contract**

The employees regular work year will be 180 days. The District and Association acknowledge that a certified staff member’s base salary provides compensation for the professional responsibilities of the employee, including but not limited to the following:

- Preparation for the opening and closing of school, including classroom setup.
- Time to analyze and use the results of district, state, and local assessments.
- PLC collaboration, including at least 18 hours of PLC time outside of regular work hours as scheduled by the team and with principal approval.
- Completing annual online trainings by October 31st. Employees who have not completed required online trainings by October 31st will have 4 hours pay deducted from their next paycheck and may be subject to disciplinary action.
- Building time to enhance classroom/building activities to reflect changing curriculum and assessment methodologies throughout the year.
- Time to plan, grade, and report student progress.
- Participation in IEP, 504, and student support team meetings.
- Participation in activities designed to improve relations and communications with parents.
- Providing supplemental support to students.

**Supplemental Contract**

Each employee will be issued a Supplemental Contract for 5 additional work days beyond the regular work year at the individual’s 1.0 FTE per diem rate. These days will be scheduled as follows:
1. Principal’s Day: One day will be scheduled and planned by the building administrator with staff input.


3. District Professional Learning Days: 3 days will be scheduled and planned in collaboration with teacher leaders in support of district improvement goals. If certain members believe the offering is not applicable to their specialty, they may propose a comparable in-service opportunity to the Director of Teaching & Learning.

In order to receive compensation for these days, the employee must sign a supplemental contract in the fall and a sign in sheet on scheduled days. When an employee who has signed a supplemental contract is absent for one or more of these scheduled days, the employee must use personal leave, sick leave, or other leaves for the absence as described in this agreement.

The supplemental contract will be paid in equal monthly installments.

**Emergency School Closure**

In the event of an emergency situation which necessitates either a late start to or an early dismissal of the regular school day, the employee’s workday will be adjusted accordingly without loss of pay.

When deemed applicable by the Superintendent and an emergency closure waiver is approved, emergency leave without loss of pay will be granted when severe inclement weather conditions, natural disasters, or other emergencies prevent employees from reporting for scheduled work when a school(s) is closed.

**Section 17 School Calendar**

The Board agrees that it will meet and confer and negotiate the calendar, as required by Washington State law. Changes required during the year due to weather conditions and/or other emergency-type problems will be made by the Superintendent. Before make-up days are decided, a delegate of the representative council of the Association and the Superintendent will mutually agree on those days to be used in the makeup of time missed because of "school closure." The school calendar will consist of 180 days of student instruction.

Annual calendars will be developed as follows:

1. A 7-person committee (3 CEA members, 2 classified members, one board member and 2 administrators) will develop 4 potential calendars.

2. These 4 calendars will be voted on by the entire district staff.

3. If one of the 4 calendars received a majority vote, it will be adopted. If none of the 4 receives a majority, then the 2 calendars receiving the highest number of votes will be resubmitted and the one receiving the most votes will be adopted.
One day will be placed on the calendar before the opening of school to provide time for classroom setup.

One non-student day will be placed on the school calendar at the end of 1st semester to provide time for grading and preparation for 2nd semester.

Section 18  Length of Workday

The typical employee workday will be 7.5 hours including a 30 minute, unpaid, duty-free lunch. The workday will begin prior to the regular student school day and end after the regular student school day ends. The start and end times that are agreed to by the District and the Association are not to exceed 300 minutes per 5 day week. This work time is designated for the benefit of pupils, patrons, and colleagues. When employees are required to attend regularly scheduled staff meetings that extend the workday, the building schedule will be adjusted to offset the extended time.

The workday for part-time educators will be based on their percentage of full-time salaries compared to the normal workday for other educators in the building where they are performing their duties. The workday for any educator who is employed for half time or longer will begin or end with the normal workday for other educators in the building where he/she performs his/her duties, whichever is mutually agreeable to the educator and the supervisor. Any variation from the stipulation above requires agreement between the District and Association. Any educator who is employed less than half time will work out the schedule for the workday with his/her supervisor provided that no educator will be required to work a split shift unless this is agreed to by the certified staff member.

An employee may, upon receipt of permission from the building principal, arrive directly before of the opening of school or leave directly after the close of school.

A reasonable number of additional school functions and building meetings, scheduled at least 2 weeks in advance when possible, may entail additional time beyond the employee’s day as stated above. Employees having problems in attending additional school functions because of a previous commitment or emergency will conference with their supervisor to be excused.

HomeWorks Part-time Staff: The work day calendar for part-time teachers at HomeWorks will be created in collaboration between the teachers, with final approval by the administrator.

Section 19  Covering Classes

The building principal is responsible to see that all classes are adequately covered at all times.

Any arrangements made for class coverage between employees must have prior approval of the building principal.

The District will provide substitutes where needed and when practical for any employee who is absent due to illness or injury.
Absence for other purposes will usually be covered by a substitute except when the absence is for a short period of time and the hiring of a substitute is not deemed feasible by the building principal.

In cases of a substitute shortage, an administrator may request a staff member to cover a class.

- Teachers who give up a preparation time or part of a prep time to cover another class will submit one hour on a yellow timesheet to receive $30.
- Teachers who cover another class for an entire day will receive a stipend of $100.
- Teachers who cover another class for a half day will receive a stipend of $50.
- If there are no volunteers, assignments will be made on a rotating basis.

Section 20 Teaching Assignments

Elementary Combination Classrooms

If building enrollment necessitates the formation of a combination classroom, the employees within the affected grade levels at that elementary school will be given an opportunity to volunteer for a combination classroom reassignment for one year only before an involuntary reassignment is made. If more than one teacher volunteers for a combination classroom reassignment, the reassignment will be made on the basis of seniority, other qualifications being equal. The individual with the most District seniority will be granted the transfer. If the applicants have equal District seniority, the transfer will be granted to the person with the greatest State seniority. If the applicants have equal District and State seniority, a coin toss will be administered.

In the event that no teacher volunteers for a combination classroom reassignment, the building principal will involuntarily reassign a teacher using reverse seniority within the over-staffed grade level to such a class after conferring with the teacher. Reverse seniority is defined as the individual with the least District seniority. If a tie exists, it is the person with the least State seniority. If a tie still exists, a coin toss will be administered. Such a reassignment will be considered temporary for one year only, after which the teacher will resume or have the option of resuming his/her former position. A teacher will not be involuntarily reassigned a combination classroom 2 consecutive years. In the event the combination classroom continues for more than one year, all teachers within the affected grade levels will rotate based on reverse seniority.

When a combination classroom position is filled through a posting and the combination classroom is no longer needed, the person will be reassigned according to building reassignment language. If possible, priority will be given to reassignment in one of the current combination grade levels.

Elementary Multi-age Classrooms

The purpose of a multi-age classroom is to teach students from one or more grade levels together in order to utilize teaching strategies consistent with a multi-age philosophy. Multi-age classes differ from combination classrooms in that they do not utilize separate grade level curricula. Multi-age classrooms will be created in consultation and agreement between interested teacher(s), the
building principal, and building staff. Specialists will be included in the discussion and planning for multi-age classrooms. Multi-age classrooms may continue for more than one year.

**Secondary Teaching Assignments**

The District will make reasonable attempts to keep secondary teaching assignments, except as referenced below, to no more than 3 different curriculum course preparations per day. If it is necessary to assign 4 different preparations, then the District, upon request, will provide reasons to the teacher involved. The District will keep secondary assignments to no more than 4 different curriculum course preparations per day.

An exception to this Section is made in the following Departments: Music, Industrial Arts, Vocational Agriculture, Business Education, Home and Family Life, and Art. These department areas listed above may have up to 5 preparations per day, with one of these preparations being a combination of no more than 2 different levels and a maximum class size of no more than 22 students or less depending upon classroom work stations.

6th grade teachers will be considered secondary for this section of the contract.

**ALE Programs**

The number of preparations for ALE teachers will be determined in collaboration between the teacher and administrator. As the schedule is established, consideration will be given to ways that preparations can be combined and limited to provide a manageable schedule for the teacher while meeting the needs of the students. For shared staff, the administrators as both schools will meet to seek ways to limit preparations as much as possible. Preparations should be proportional to the employee’s assignment at each location (a teacher at CHS for less than half time should have less than half the maximum number of preparations, for example).

**Section 21 Individual Preparation Time**

The District and Association recognize that preparation time is vital. Each staff member will have at least 250 minutes and not more than 320 minutes of preparation time each week not to include the time before and after school, or the duty-free lunch period. Part-time staff will receive a pro rata amount of the 250 minutes per week. Except for emergencies, as determined by the building principal, staff will not be required to perform tasks which infringe upon preparation time. The District and Association recognize that assemblies, parent-teacher conferences, and/or state-mandated testing schedules may impact staff preparation time. Scheduling adjustments will be made at the building level (with the goal of maintaining equitable planning time for all staff in the building). Staff members who need to leave the building will follow building procedures for checkout and check-in.

At the elementary level, preparation time will consist of recess time, and time that the classroom teacher’s students are with a specialist. Elementary (K-5, Special Education, and Title I) classroom teachers will have a minimum of a 35-minute block of time each day; building specialists (library
media, music, health and fitness teachers) will have a 30-minute block of time each day. District and building scheduling decisions will be made by building principals with teachers providing input.

Based upon a 7 period day, each middle school teacher will have one period per day for planning. In order to meet the intent of the contract to provide at least 250 minutes per week, an additional block of 15 minutes per day will be provided to each teacher.

**ALE Preparation Time**

Each full-time staff member will have at least 250 minutes and not more than 320 minutes of preparation time each week not to include the time before and after school, or the duty-free lunch period. Part-time staff will receive a pro rata amount of the 250 minutes per week.

**Section 22  Professional Learning Community (PLC) Time**

The purpose of PLC time is for the improvement of student achievement. PLC time is:

1. Aligned with classroom, school, District, and state goals.
2. Developed by teachers and administrators working with a guiding coalition.
3. An opportunity for certified staff to work on shared goals in groups arranged by grade level, department, or other configurations to meet the needs of the building.

PLC time is scheduled during the one-hour late start on Fridays per District adopted calendar.

Staff will participate in at least 18 hours of PLC collaboration time outside of regular work hours as scheduled by the team and with principal approval.

**Section 23  Non-instructional Duties**

The parties agree that the primary job of teachers is to teach students, and that the teacher's job should be as free as possible from non-instructional duties which take time and detract from the educational process.

With the exception of employees whose job descriptions specifically list medically related duties, no employee will be required to disburse, administer, or perform any medical function not authorized by law.

**Section 24  Class Size /Caseload**

**Secondary Schools**

Maximum class size will be as follows or implementation of overload language will be used:

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<tr>
<th>Grades</th>
<th>Class Size</th>
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<tbody>
<tr>
<td>6-12</td>
<td>30</td>
</tr>
</tbody>
</table>
1. A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

2. Maximum class size, excluding band, choir, drama, and other special large group instructional programs, will be 30 students.

3. Secondary PE class size, excluding health classes, will be limited to an average of 36 students per teacher, with no class to exceed 39 students.

4. Vocational class sizes will not exceed student workstations assigned to vocational classes, i.e. workstations exist in classes where instruction is largely dependent upon the use of special equipment, machines, or other mechanical/electronic devices of a highly individualized nature.

5. Maximum class size will be in effect as of the start of the 8th working day of each term.

6. Full-time certificated staff shared between high school and middle school will be treated as high school staff for the purpose of teaching periods (teach 5 periods, one period planning).

7. Travel time consideration will be up to a maximum of 30 minutes.

**Elementary Schools**

Maximum class size will be as follows or implementation of overload language will be used:

<table>
<thead>
<tr>
<th>Grades</th>
<th>Class Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>23</td>
</tr>
<tr>
<td>Grades 1-3</td>
<td>25</td>
</tr>
<tr>
<td>Grades 4-5</td>
<td>27</td>
</tr>
</tbody>
</table>

A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

1. Combination class size will be 3 students less than maximum at the grade level. All combination classes will be consecutive grades only. Maximum class size in a K-1 or 3-4 class will be the lower size.

2. Multi-age class size will follow regular class size limits. When spanning different grade levels, the average maximum class size will be used.

3. The District will make every effort to keep elementary specialist class sizes equal to the size of a regular classroom (with the exception of band and strings). If there is a unique need to add students not already on a regular class list, the principal will meet with the affected specialist(s) to discuss appropriate placement.

4. PE/Music – 30 minutes travel - maximum of 38 classes per week (based on current collaboration schedule) or number of sections based on instructional time.
**Alternative Learning Experience (ALE)**

<table>
<thead>
<tr>
<th>Program</th>
<th>Class Size</th>
<th>Caseload</th>
</tr>
</thead>
<tbody>
<tr>
<td>HomeWorks</td>
<td></td>
<td>50 (1.0 FTE)</td>
</tr>
<tr>
<td>TSHS</td>
<td>Average 15*</td>
<td>Proportional to FTE**</td>
</tr>
</tbody>
</table>

*If there is a unique need to exceed 16 in a class, a conversation between the administrator and teacher will take place to discuss appropriate placement.

**Caseload:** Defined as the number of students for whom the teacher acts as the consultant. Students will be distributed equitably between teachers based upon teacher FTE.

A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

**Special Education**

Maximum class size and/or caseload will be as follows:

<table>
<thead>
<tr>
<th>Program</th>
<th>Class Size</th>
<th>Caseload</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self-Contained Preschool</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>Blended Preschool</td>
<td>16 (8 Special Ed*)</td>
<td>16</td>
</tr>
<tr>
<td>Elementary Resource Room</td>
<td>Average 12, Max. 14*</td>
<td>30</td>
</tr>
<tr>
<td>Secondary Resource Room</td>
<td>Average 12, Max. 14*</td>
<td>32</td>
</tr>
<tr>
<td>Extended Resource Room K-12</td>
<td>16</td>
<td>16</td>
</tr>
<tr>
<td>Self-Contained K-12</td>
<td>12</td>
<td>12</td>
</tr>
</tbody>
</table>

*May be exceeded at teacher discretion.

A teacher may request a meeting with their building administrator to discuss level of classroom support needed.

**Overloads: Elementary and Secondary Regular Education Only**

1. Start of School Year (Elementary)/Start of Each Term (Secondary):
   A. Adjustment period - 7 working days.
   B. Adjustment completed on or before the 8th day.
   C. During 7-day adjustment period, up to 3 overloads allowed per class. Up to 7 overloads may be assigned per class, providing that by day 3, one hour of aide time is assigned to the class for each overload from 4 to 7.

2. Day 8 and Thereafter:

At all other grade levels, the employee concerned and the administrator must agree that it would be desirable and in the best interest of students to exceed the maximum class size. The Association will be notified of such instances.
STEP 1: The District will make every effort to alleviate the overload within 7 days. If that is not possible, the principal and affected regular classroom teacher will meet to discuss impact and options for overload relief. The classroom teacher and/or the principal may ask a CEA representative and/or others who are affected to attend this meeting to discuss:

A. Balancing class sizes within the affected grade levels, subject areas or cores.
B. The transfer of the newest student(s) or volunteers to another building;
C. Grades K-5 will receive $200 per month per overload student after a 7-day adjustment period.
D. Secondary staff will receive $75 per month per overload student after a 7-day adjustment period.
E. Elementary Specialists (e.g. library, music, PE, world language) will receive $5 per month per overload student after a 7-day adjustment period.

STEP 2: In unusual cases, such as combination classrooms, building limitations, special classes, and extreme class overloads, the Board may consider the employment of additional employees to handle the unusual cases.

STEP 3: In the event of increased enrollment coupled with space or financial limitations, the Board may adjust the actual classroom teacher-to-pupil ratio on a District-wide basis.

Overloads: Alternative Learning Experience (ALE)

The District will make every effort to alleviate the overload. If that is not possible, the administrator and affected teacher will meet to discuss impact and options for overload relief. The teacher and/or the administrator may ask a CEA representative and/or others who are affected to attend this meeting to discuss:

1. The transfer of the newest student(s) or volunteers to another teacher;
2. Staff will receive $50 per month per overload student after a 7-day adjustment period.

Overloads: Special Education

1. Start of School Year/Start of Each Term:
   - Adjustment period - 10 working days.
   - Adjustment completed on or before the 11th day.
2. Day 11 and Thereafter: The District will make every effort to alleviate the overload. If that is not possible, CEA will be notified, and the director, principal and affected special education teacher(s) will meet to discuss impact and options for overload relief. The teacher(s) and/or the director/principal may ask a CEA representative and/or others who are affected to attend this meeting.
Options to be discussed for class size overload relief include:

1. Balance class size throughout the day, as determined to be appropriate for student needs.
2. Provide release time for affected teacher(s) as needed.
3. Provide sufficient and appropriate curriculum materials and supplies.
4. Assign additional paraeducator time to provide instructional/clerical support.

For class size overload relief, staff will receive $75 per month per overload student after a 10-day adjustment period.

Options to be discussed for caseload overload relief include:

1. Balance caseload among special education teachers, as determined to be appropriate for student needs.
2. Provide release time for affected teacher(s) as needed.
3. Provide sufficient and appropriate curriculum materials and supplies.
4. Assign additional paraeducator time to provide instructional/clerical support.
5. Hire or assign additional certificated employee based on enrollment.

For caseload overload relief, staff will receive $100 per month per overload student after a 10-day adjustment period.

Least Restrictive Environment: Placement of Students with Disabilities

Special education teams, as defined in current regulations, will make the determination regarding eligibility. Following the determination that a student is eligible, an Individual Education Plan (IEP) meeting will be held in accordance with current regulations. The IEP team determines the student’s placement, including amount of time in special and general education programs.

If a staff member believes a student’s placement is no longer appropriate, a team meeting may be requested to discuss options. This may include re-evaluation and/or convening a new IEP meeting.

Any teacher may request paraeducator assistance. Principals will review all requests and will also consider the building special education team’s recommendations in decisions regarding paraeducator time.

At the elementary level:

1. District elementary school principals will work with their self-contained special education classroom teacher to determine general classroom assignments for current spring self-contained students. A position will be provided for each student for the coming school year in a general classroom, provided that student participates in the non-special education classroom for a minimum of 20 minutes per day, excluding lunch and recess.
2. During the current year, students identified and placed into a self-contained special education classroom will retain a position in the general classroom from which the student was placed, provided that student participates in the non-special education classroom for a minimum of 20 minutes per day, excluding lunch and recess.

3. New self-contained special education students who move into the District during the year may require a general classroom teacher to accept up to 2 students above the agreed classroom maximum for mainstreaming purposes. The teacher required to do this can choose between aide time to help during the actual overload, or request to be paid a stipend on a prorated hourly basis at the hourly rate for actual time of overload.

4. If, due to parent's refusal or federal/state law and regulation, the District is required to place a mainstream student into any elementary classroom above the agreed-to class size, item C will be provided as relief for the actual prorated hourly overload.

5. The above items 3 and 4 do not include elementary band/strings or mainstreaming for lunch and morning opening school activities.

**Receiving Teacher Considerations**

In order to facilitate the teaching of students with disabilities and provide health/medical and legal safeguards for the students and the employees, the District will make a good faith effort to provide the receiving teacher with the equipment, materials and personnel necessary to provide the student a free and appropriate public education.

**Section 25  Student Support Services Caseload**

**Caseloads**

Speech/Language Pathologist (SLP) (6-12): 48

Speech/Language Pathologist (2-5): 45

Speech/Language Pathologist (Preschool, K, 1):
(Consult students are counted as 0.25 for the purpose of determining caseload.) 42

Occupational Therapist (OT):
(Consult students are counted as 0.25 for the purpose of determining caseload.) 42

Physical Therapist (PT):
(Consult students are counted as 0.25 for the purpose of determining caseload.) 42

Groups of students receiving Tier II or Tier III interventions are counted as one student on the caseload. (SLP, OT, PT).

Travel between buildings reduces caseload by one for SLP, OT, PT staff.
Psychologist: District average of 1.0 FTE Psychologist for every 900 students. Not to exceed 90 evaluations (initial, transfer, and re-evaluation) per year/10 per month. If exceeded, overload language applies.

Nurse: The District and the Association recognize the importance of nursing and health room support. Support will be provided through a combination of nurses and health room aides.

**Overloads: Student Support Services (SSS)**

After the first 20 working days of the school year, when caseload exceeds the caseload limit, overload language applies. SSS staff should contact SSS administration when nearing capacity.

The District will make every effort to alleviate an overload. If this is not possible, the director and affected specialist staff will meet to discuss impact and options for overload relief. The specialist staff and/or the director may ask a CEA representative and/or others who are affected to attend this meeting to discuss:

Options for overload relief for SSS staff include:

1. Balancing caseload among specialist staff as determined to be appropriate for student needs.
2. Balancing workload among specialist staff with consideration given to upcoming evaluations, travel time, number of sites other specialist staff serve, disruption to other specialist staff caseload schedules.
3. Assignment of paraeducator time to provide clerical support.
4. Hiring an appropriately credentialed person (PT assistant, etc.) to enhance the affected specialty group.

Staff will receive a stipend of $50 per month per overload student up to 3 students per quarter. Additional overload students may be mutually agreed upon, and a $50 per month stipend will be paid per month per overload student.

**Section 26 Layoff and Recall Procedures**

Prior to the implementation of a layoff, the District agrees to meet and confer with the Association regarding the rationale for reduction in force and to explore alternatives jointly. The District agrees to make a good faith effort to consider all sources available prior to laying off employees, while maintaining final authority.

In the event of financial emergency such as loss of local school levy, decrease in school enrollment, or other serious revenue loss, which necessitates reduction of program and corresponding reduction of staff, the following principles and procedures will be applied:

1. The professional integrity of all certificated staff members who are released from contract status because of District financial emergency will be protected.
2. Such release of certificated staff members from contract status will not reflect in any way on their professional competency or ethics.

3. The Board on or before April 15th, acting on the advice of the Superintendent concerning the financial resources of the District will determine the extent of the modified program of educational services to be provided for the ensuing school year and the positions to be eliminated.

The term "layoff" as used herein refers to action by the Board reducing the number of teachers in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual teacher for cause.

Teachers with valid contracts will not be laid off during any school year.

The manner of selection of certificated personnel that is required to implement the modified educational programs and services will be as follows:

In an effort to eliminate the necessity of involuntary terminations, a reasonable effort will be made to ascertain the number of certificated positions that will be open for the following school year because of normal attrition as outlined below. Such vacancies will not be filled except as indicated in (4) below:

1. Certificated personnel retirements.
2. Certificated personnel resignations.
3. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence without pay. The Board may grant such leave of absence if the granting of such leave would eliminate the necessity for involving termination of a certificated employee. Such permission may be withheld if such leave of absence, in the Board's opinion, will further impair the modified education program to be retained.
4. Vacant positions will be filled by transferring current certificated employees within the District.

All retained employees will meet the following qualifications:

1. A valid Washington State certificate as required by the Superintendent of Public Instruction.
2. Teaching experience at that particular level. Levels are defined as primary (K-3), intermediate (4-5), broad subject area at the secondary level (6-12), or special program), or
3. A major or minor in that particular level or subject area, or endorsement.

Prior to May 15th, as required by state law, the certificated employees to be laid off will be identified pursuant to the policy herein provided, and such employees will receive a notice of probable non-renewal of their individual teaching contracts for the ensuing school year.
When more than one person qualifies for a particular position under the criteria listed herein, layoff will be determined in the following order (as required by RCW 28A.405.100):

1. Level 1 (Unsatisfactory) performance as of a certificated staff member’s most recent completed evaluation.
2. Level 2 (Basic) performance as of a certificated staff member’s most recent completed evaluation, if the classroom teacher is on a continuing contract with more than 5 years of teaching experience and if a summative performance rating of Basic has been received 2 years in a row or 2 years within a consecutive 3 year period.
3. Seniority, defined as length of service accumulated within the Washington State Retirement System.

An overall list of employees ranked by seniority will be provided to the Association upon written request from the Association.

In the event of more than one individual teacher having the same seniority after applying the above provisions, the tie will be resolved using the following criteria, in descending order:

1. Seniority in the Cheney School District;
2. Graduate degree(s);
3. National Board Certification status;
4. Lottery: All teachers so affected will participate in a drawing by lot to determine position on the seniority list. The Association and all teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing will be conducted openly and at a time and place which will allow affected teachers and the Association representative to be in attendance.

All certificated employees who are not recommended for retention in accordance with these procedures will be terminated from employment and placed in an employment pool for possible reemployment. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified.

When a vacancy occurs for which any person in the employment pool qualifies, notification from the Superintendent to such individual will be by certified or registered mail. Such individual will have 5 calendar days from receipt of the letter or from date of personal contact to accept the position. It will be the obligation of the individual in the employment pool to keep the Superintendent’s office notified as to where they can be reached. If any employee cannot be reached with another job offer within a period of 30 calendar days after the first job offer is made, the District is under no obligation to retain that employee in the employment pool.

An individual in the employment pool must accept an offered position for which he/she is eligible, pursuant to this Article, or risk being removed from the employment pool at the Superintendent’s option. An employee assigned out of his/her usual teaching assignment will have first opportunity
at a position similar to his/her previous teaching assignment at the time of layoff when such a position becomes available.

At the end of any school year in which any modified educational program is implemented, certificated employees remaining in the employment pool will be offered contracts for available certificated positions for which they are qualified in accordance with this policy. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool will be reestablished.

**Layoff Benefits**

1. Providing the carrier permits, the Board will allow the individual to pay the full cost of the insurance benefit programs.

2. An employee may be on the District-wide substitute list. Substitutes in the reemployment pool will, on a rotating basis, be offered a substitute position until all substitutes in the reemployment pool on the list for the District have been contacted or an attempt to contact them has been made.

3. All benefits to which a teacher was entitled at the time of his/her layoff will be restored to the teacher upon his/her return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

**Section 27 Work Environment**

1. The District will identify a work station for each employee. To the extent possible, the District will provide to each employee:
   A. Storage space, including a lockable space or area;
   B. A separate desk with chair available during time at the site; and
   C. A work area containing equipment and supplies to aid in the preparation of instructional materials. Each staff may access work environment monies to provide a dishwasher, refrigerator, microwave oven, stove, and plumbed sink.
   D. Prior to the beginning of each school year, space for specialists will be assigned at each school building. Space will be assigned for their scheduled times, provided such schedules are developed in consultation with the building principal. If changes are necessary during the school year, all parties will be consulted prior to the change. It is the responsibility of the specialists to provide a preliminary schedule to the building principal no later than September 15th and when revisions are made during the school year.

2. The District will attempt to provide and maintain materials and equipment for each employee, within the budgetary limits of the District and building site, in order for them to perform their assignments.
3. The District agrees that all facilities, equipment and materials will be maintained in a safe, clean, healthful and functional manner, within the limits of practicality and availability of funds.

4. The District will allocate monies for work environment in the following manner:
   A. Student Support Services - $1,200
   B. Elementary and Middle Schools - $1,400
   C. Cheney High School - $1,500
   D. Three Springs High School/HomeWorks - $250
   E. In addition, the sites above will each receive an allocation of $400 for the purchase of technology related supplies and materials.
ARTICLE V - LEAVES

Section 1  Adoption Leave
Adoption leave will be granted in accordance with the following:

1. An employee who is legally adopting a child must notify the District of his/her intent to adopt immediately upon commencement of legal adoption procedures.
2. Upon placement of the child, the employee in his/her letter requesting such leave will include a statement as to the expected date of return to employment.
3. Due to uncertainties involved with specific time periods in adoption, the District will make every effort to cooperate with the employee requesting adoption leave.
4. Leave granted for the primary caregiver under this section may apply up to 12 weeks of accrued sick leave to the days of absence for bonding with the child.
5. The secondary caregiver may apply up to 4 weeks of accrued sick leave to the days of absence for bonding with the child.
6. All employees will be granted leave in accordance with FMLA and the Washington Leave Act.

Section 2  Association Leave
Up to 60 days of leave per school year may be provided at Board discretion for Association business which enhances the professional status and competence of certified staff members. This applies to officers of the Association and its constituent organizations or to members of these organizations who are listed as official delegates or participants in the formal program for the meeting.

Days in excess of 60 will be submitted for disposition at Labor/Management meetings. These 60 days will be in addition to approved leave for employees holding elected or appointed positions at the state or national levels.

Where the absence of a person requires a substitute, the cost of the substitute will be at no expense to the District. Requests for leave will be submitted by the Association president in writing to the Superintendent a minimum of 10 working days, if possible, before the leave is to take effect.

Section 3  Association President Release Time
Release time is granted the Association president, to better carry on the duties of his/her office. This time will enable the president to better represent the professional judgment of the Association to the Board, the Administration, and the citizens of the District. This time will also allow the president to oversee the responsibilities of the Association as it relates to Board policy.

The release time for the president is not intended to and should not disrupt the educational program of the District. In this connection, the president will not contact any employee during his/her class time. An exception to this rule may be made with the permission of the site director. The president may talk with employees during normal school hours when such a discussion would not interfere with the educational program; i.e., lunchtime, recesses, planning periods, etc.
The president will inform the site director when he/she will be in the building. If the site director is not available, the president will inform the building secretary.

Any problems with the use of the release time should be brought to the attention of the Association Executive Board by the Superintendent. The established grievance procedure may be used by either the Superintendent or the president of the Association to solve such problems.

Time of day for release of the Association president, and the percentage of time to be released, will be negotiated. The percentage of released time and the schedule for release will be determined by May 15th of the preceding school year when the release is to occur.

The District will contract with the employee elected as Association president for his/her normal contract-day length and will guarantee the same contract in the following year when that educator returns to normal duty.

The Association will reimburse the District for the president's release time based upon actual District costs.

Section 4 Bereavement Leave

In the event of death in an employee's or spouse's immediate family, the employee will be allowed up to 5 days of absence with full pay. Immediate family is defined as anyone living within the household and/or parent, spouse, sibling, child, spouse of child, grandparent, grandchild, aunt, uncle, niece, nephew, and like relationships of the spouse or step-relationships. The employee must report bereavement leave, upon return to work, to his/her immediate supervisor in accordance with regulations and procedures of the District. Additional leave, up to 2 days, may be taken for the death of a person of close personal ties not outlined above, and will be deducted from an employee’s accumulated sick, illness and emergency leave.

Section 5 Illness, Injury and Emergency

At the beginning of each school year, each FTE employee covered by this Agreement will be credited with an advance sick leave allowance of 12 days. In the event of personal or family illness, injury or emergency the appropriate deduction will be made. Such sick leave may be used for personal illness, injury or emergency. Emergency is defined as a problem that must have been suddenly precipitated and must be of such nature that preplanning was not possible, or where preplanning could not relieve the necessity for the employee's absence. As much notice as is practicable under the circumstances will be given by the employee to his/her immediate supervisor. Each employee's portion of unused sick leave allowance will accumulate as permitted in RCW 28A.400.300.

Employees may cash in unused sick leave days above an accumulation of 60 days at a ratio of one full day's monetary compensation for 4 accumulated sick leave days. At the employee's option they can cash out their unused sick leave days in January of the school year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, at a rate equal to one
day's monetary compensation of the employee for each 4 full days of accrued sick leave. The employee's sick leave accumulation will be reduced 4 days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

At the time of separation from School District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary compensation of the employee for each 4 days accrued sick leave for illness or injury. For the purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement Systems (WSTRS).

An employee who is unable to perform his/her duties because of personal illness or disability may, upon the request of the Superintendent or the employee, be granted leave of absence without pay at the exhaustion of his/her sick leave or other leave options for the duration of each illness or disability up to one year.

Leaves for health condition may be granted for one year at a time and can be renewed annually. Application for a leave of absence for health condition and/or renewal thereof will be made in writing to the Superintendent.

An employee who has been granted leave for health reasons may return to service during the period of leave after giving due notice to the Superintendent and with permission of his/her personal physician.

Accumulated sick leave is retained while an employee is on a granted leave of absence without pay.

Should the legislature revoke or amend any benefits granted under the authorizing statute (as in the form enacted by the 48th Legislature, Regular Session) no employee will be entitled to such benefits thereafter as a matter of contractual right, provided however, the parties will meet and discuss reason(s) for such amendment and/or revocation.

**Section 6 Jury Duty and Court Appearance**

Upon receipt of a jury summons, the employee will notify his/her principal or supervisor that he/she has been summoned for jury duty. The employee will serve on a jury without salary deduction, but with jury fee refunded to the District.

Court appearance leave may be granted for an employee to appear in court in a legal proceeding. When the employee appears in court as a party plaintiff or defendant in legal proceedings other than cases resulting from his/her contractual relationship with the District, the leave will be with full salary, but with the cost of substitutes paid by the employee to the District. In court appearances as a party plaintiff against the District, the leave will be without pay. When the employee is subpoenaed or requested as a friend of the court as a witness in a court proceeding, the leave will be with full salary, but with witness fees returned to the District.
Section 7  Maternity/Paternity Leave

An employee who becomes pregnant will not be required to terminate employment at any specified time during pregnancy, but will be permitted to work as long as she is capable of performing the duties of her job and her attending physician concurs therein.

To be entitled to maternity leave, an employee will inform the District in advance of an intention to take leave and the anticipated return date. Within 30 days after childbirth, the employee will inform the District of the specific day to return to work. If the District and the employee cannot agree, then either may submit the facts to the Executive Secretary of the Washington State Human Rights Commission for a ruling, or to a designated staff member as chosen by the Human Rights Commission.

An employee on maternity leave may apply up to 8 weeks of accrued sick leave to the days of absence for recovery time due to childbirth. In addition, the employee may apply up to 4 weeks of accrued sick leave to the days of absence for bonding with the child (60 total contract days).

An employee on paternity leave may apply up to 4 weeks (20 contract days) of accrued sick leave to the days of absence for bonding with the child.

An employee will not be discharged from employment or penalized in terms and conditions of employment because of time away from work for leave under this section.

All employees will be granted leave in accordance with FMLA and the Washington Leave Act.

Section 8  Meetings and Conferences

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings. Such requests will be handled in an equitable fashion.

Employees granted leave under this section will receive reimbursement of certain expenses in accordance with regulations and procedures of the District which will ensure equitable treatment of all employees.

Section 9  Military Leave

Employees will be granted military leaves of absence, without pay, during the time they are required to serve in the Armed Services of the United States.

Military leave of absence entitles an employee to a normal salary experience increment.

An employee granted military leave will, upon returning from the service, be assigned an equal or mutually acceptable position.

This section will be administered in accordance with RCW 38.40.060.
Section 10  Other Leaves

Leaves of absence without pay may be granted by the Board to employees for the purposes of study, travel, child rearing, teaching in another school district, or working in a professionally-related field.

A leave of absence without pay may be granted to employees for other reasons.

Such leaves may be renewed upon recommendation of the Superintendent provided written request for extension is made by April 1st.

A person granted leave described in this section will, upon returning, be assigned an equal or mutually acceptable position.

Section 11  Partial-Day Absence

Absence up to a half day may be granted at the discretion of the employee's supervisor for those situations that cannot be taken care of outside the school day. The supervisor will arrange to care for the employee's responsibilities during such absence.

Section 12  Personal Leave

Three personal leave days separate from any other leave will be granted each year. The 3 personal leave days granted during the current school year may be:

1. Used by the employee for personal leave, or
2. If not used for personal leave, may be worked as additional hours beyond the school day or year at the employee's per diem rate by submitting the annual per diem sheet.

Up to 2 days of personal leave may be accumulated from one school year to the next. After August payroll is processed, up to 2 remaining personal leave days will automatically accumulate for the next school year. If more than 2 days remain, those days will be forfeited.

Requests for personal leave for 3 days or less must be submitted at least 48 hours prior to the need for such leave. Requests for personal leave exceeding 3 consecutive days must be submitted as soon as possible and at least 3 weeks in advance of the dates requested.

Personal leave may be granted during the first 7 or the last 3 student days only by the Superintendent.

Prior to and immediately following all holidays and vacations, and on all other Mondays or Fridays, the following number of employees may be granted leave:

- 1 employee per building with under 125 students,
- 2 employees per building with fewer than 250 students and the Student Support Services Department,
• 3 employees per building with greater than 250 and fewer than 500 students, and
• 5 employees per building with 500 or more students.

Student count will be based upon the FTE from the October 1st enrollment count.

Leaves will be granted based on the earliest employee notification date. The building administrator will keep track of requests. Written requests for the upcoming school year may be submitted one year prior to the day requested. In the event requests received on the same day exceed contract provisions, a lottery will determine selection.

Section 13  Public Office Leave

An employee seeking an elected public office will arrange for a leave of absence without pay for a specific number of days to insure that campaign duties will not interfere with his/her District responsibilities.

A teacher who is elected to a public office will be granted leave of absence without pay for the time his/her activities make it impossible for him/her to carry out his/her District responsibilities.

Section 14  Sabbatical Leave of Absence

In accordance with District Policy, up to a one-year sabbatical leave of absence for professional improvement may be granted subject to the following:

Employees on sabbatical leave of absence receive 1/2 of the regular salary they would have received if they had remained on active duty, provided that in no case will the salary exceed 1/2 of the BA+45 maximum, plus years of experience, and further provided no other compensation from gainful employment is received during the period of the pay except for compensation from a fellowship in the employee's field of study.

Such leaves are granted and all salary is paid during such leave on the express condition that the employees will return to regular service for one year in the District at the expiration of the leave. In the event that the staff member fails to return to regular service in the District at the expiration of the leave, all salary paid to such employee during such leave will become immediately due and payable to the District. However, if the sabbatical should happen to be interrupted by the death or permanent disability of the employee on leave, the estate of the employee will not be responsible for repayment of the amount received while on leave.

An employee on full-time sabbatical leave will be entitled to 1/2 of the allowable per diem days and tuition reimbursement. These items will be prorated for an employee on less than full-time sabbatical leave.

Section 15  Sick Leave Sharing

1. An employee may, of his/her own choice, donate portions of his/her accumulated sick leave to come to the aid of another named employee or relative or household member who is:
A. Suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition
B. A victim of domestic violence, sexual assault, or stalking
C. Sick or temporarily disabled because of pregnancy disability
D. On parental leave when the situation has caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her employment. The determination of whether or not the request meets the conditions outlined in this section and School Board Policy 5406 will be made by the Superintendent and/or designee and recommended to the Board of Directors for formal approval.

The Superintendent and/or designee may, if appropriate, require a health care provider's statement confirming the extent and/or severity of an illness, injury, or impairment.

2. A contributing employee must have an accrued sick leave balance of more than 60 days to assign his/her sick leave to another named employee.

3. An employee may donate up to 6 days from his/her 60 plus day leave balance during any 12-month period.

4. An employee cannot donate sick leave days that would result in his/her sick leave account balance going below 60 days.

5. Donations of sick leave will not reduce the ability of an employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out (WAC 392-26-104).

6. An employee, as recipient of leave transferred under this section, will be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

7. Sick leave time is utilized in the order in which donations are received. In the event the donated sick leave is not fully utilized by the receiving employee, said employee must return the unused sick leave.

8. An employee requesting use of donated leave will make written request to the Superintendent who will notify the Association President and bargaining unit members.

A. No request will be honored unless all leave is expired but application can be made prior to expiration.
B. Employees have the option to donate or not to donate.

Section 16 Superintendent's Discretionary Leave

At the exhaustion of any of the leaves contained herein, the employee at the Superintendent's discretion may continue to receive his/her normal salary, but will reimburse the District for any substitute costs and fringe benefits.
ARTICLE VI - INSTRUCTIONAL

Section 1  Academic Freedom

All teachers will be granted academic freedom within statutory limits, and no special limitations will be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning subjects to accepted standards of professional responsibility.

These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, an insistence upon objective scholarship, and to insure that the District approved course of study is followed.

The District will support a teacher in his/her exercise of academic freedom so long as it is exercised within the framework of the District approved curriculum and within professionally accepted teaching methods.

The District agrees that mechanical or electronic devices utilized in classrooms will be equipped with privacy controls operable at the teacher's discretion.

Teaching of Controversial Issues

Academic freedom carries with it academic responsibilities. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.

1. In discussing controversial issues, the teacher will encourage courteous expression of all individual viewpoints and will try to insure fair and equitable consideration of conflicting points of view.

2. Students will be encouraged to withhold judgment until viewpoints and available information have been considered.

3. In the presentation of all controversial issues, the teacher will make every effort to effect a balance of biases, to insure fair representation of divergent points of view, and opportunity for students to research.

4. The teacher will respect positions other than his/her own. The teacher will state his/her position, biases, or beliefs when requested by students, but should make every effort to identify statements of opinion and statement of fact.

5. When outside speakers on controversial topics are used, administrative approval must be obtained prior to scheduling any guest speaker. Such approval will be exercised in a manner consistent with the principles of free inquiry and expression. If, in the opinion of the administrator, the prestige or rhetoric of the speaker will result in unwarranted persuasion to one viewpoint, he/she may require that proponents of other viewpoints have a similar opportunity to be heard.
Section 2  Classroom Visitation

School visits are governed by Board policy. In addition to requirements of notice, principal approval and procedure for approval and removal of disruptive visitors, employee rights are clarified below.

1. All visitors who wish to be present during a class will obtain the approval of the principal after he/she has received input from the teacher. The time will be arranged with the employee after the principal has conferred with the employee.
2. The employee will be afforded the opportunity to confer with the visitor before and after the visit, if the visitor is willing to confer.

Section 3  Complaints Concerning Staff or Programs

Parents, guardians, or community members will be required to attempt to resolve a problem with an individual staff member prior to making a written complaint as per Board Policy. Upon request, an administrator may facilitate a conference to resolve a concern.

Section 4  Mentor Teacher Program

The District and the Association agree that they will implement a voluntary Mentor Teacher Program. Beginning teachers with a 0.5 FTE or more assignment who have less than one year of certificated teaching experience in either a public or private school in any grade, preschool through 12, are eligible.

The mentor teacher and the beginning teacher will receive a stipend of no less than $500 each.

No participating employee will be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A mentor teacher will not in any way participate in, nor contribute to, the evaluation of the beginning teacher.

Selection Procedure

Opportunities for mentorship will be announced by the administrator via email.

Employees desiring to become mentor teachers will apply in writing/via email to the appropriate administrator. Applicants must possess appropriate qualifications and meet the selection criteria below.

Mentor Teacher Qualifications

1. Teaching experience within the same or similar grade level or subject areas as assigned beginning teachers.
2. Employed full time.
3. Previous 3 years of satisfactory or proficient evaluations, and no longer on provisional status.
4. Be a member of the Association.

Selection Criteria

1. Demonstrate effective teaching skills.
2. Have a good understanding and perspective of District and building policies, procedures and programs.
3. Demonstrate good communication and interpersonal skills.
4. Be highly regarded by students, staff and community.
5. Commitment to the success of the mentor teacher program.

In the case where more than one mentor applies, the Association leadership will be invited to assist in the selection process. The administrator will seek input from the beginning teacher.

Under no circumstances will a person be rejected as a mentor for arbitrary, capricious or discriminatory reasons.

Section 5 Staff Development

The District and Association recognize that the teaching profession, both in its method and in its content, is a rapidly changing field. The District implements a variety of state and District required student assessments at each grade level. Such assessments provide information on District accountability for student achievement progress. Data from these assessments are analyzed and used to guide the design of the District’s instructional program, curriculum development/adoption programs, and professional development offerings.

The District and the Association agree to identify teacher needs cooperatively and to co-sponsor in-service programming designed to assist staff members working with students at risk and/or students with disabilities.

In order to enable teachers to continue improving their professional competence, when feasible the District will offer staff development opportunities with or without credit or clock hours to meet professional needs, as well as provide incentive and encouragement to those teachers who extend their effort to professional courses, conferences, or workshops held outside the District with the following conditions:

1. Staff development offerings sponsored by the District for credit or clock hours will be relevant to the educator’s present or planned future responsibility and will be made available at no cost except for materials and transportation costs connected with participation in the course.

2. Where feasible and possible, District in-service courses will be designed and offered for college extension credit or clock hours. All materials, transportation fees, or optional tuition/credit or clock hours will normally be paid by the participant.

3. Courses will be offered in the geographical location most convenient for those participating.
4. Courses will be offered at times which are as convenient as possible for the majority of those participating.

5. Sufficient time will be allowed for educators to reach District-approved meetings.

6. When courses or workshops organized and offered by the District require out-of-district travel in excess of 30 miles, travel expenses and/or per diem expenses will be paid by the District.

7. When District approved professional conferences are held over 30 miles from the District, travel expenses and appropriate per diem expenses will be paid by the District.

8. The state-determined credit approval process will be completed and filed for recording additional credits or clock hours.

Section 6 Student Grades

The District and Association recognize the importance of regular, periodic evaluation of the developmental progress of a student in the course of curriculum to which he/she has been exposed and that these professional conclusions of progress should be justly, efficiently and effectively communicated to parents, guardians, and other individuals and institutions with a legitimate interest in and a need to know of, a student's welfare (WAC 180-44-010).

A teacher's professional conclusion of a student's performance will be based on established District grading philosophy, practices and procedures, as well as the teacher's own standards and procedures.

1. Employees will have the exclusive right and responsibility to determine grades and other student evaluations.

2. A teacher's grade or other evaluation of a student may not be changed without consultation by the administrator with the teacher. A proposal for change will be based on an allegation by the administrator that the teacher's original evaluation was based on incomplete, inadequate information or otherwise unsound professional procedure or practice.

3. Should a challenge to a grade occur, the teacher and the challenging party will be afforded a due process hearing before the School Board. Only after such a hearing may the Board direct an employee to revise a grade.

Section 7 Staff Safety/Protection and Student Discipline

WAC 392-400-205: Definitions

1. Discipline: All forms of corrective action or punishment other than suspension and expulsion, including the exclusion of a student from a class by a teacher or administrator for a period of time not exceeding the balance of the immediate class period: Provided, the student is in the custody of a school district employee for the balance of such period. Discipline means the exclusion of a student from any other type of activity conducted by or on behalf of a school district.
2. **Suspension:** A denial of attendance (other than for the balance of the immediate class period for "discipline" purposes) at any single subject or class, or at any full schedule of subjects or classes for a stated period of time. A suspension also may include denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the school district.

3. **Short-term suspension:** A suspension for any portion of a calendar day up to and not exceeding 10 consecutive school days.

4. **Long-term suspension:** A suspension which exceeds 10 school days and has an end date of not more than the length of an academic term, as defined by the school board, from the time of corrective action.

5. **Expulsion:** A denial of attendance at any single subject or class or at any full schedule of subjects or classes for a period of time up to, but not longer than, the length of an academic term, as defined by the school board, from the time a student is removed from his or her current school placement by a school district superintendent or a designee of the superintendent. An expulsion also may include denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the school district.

6. **School business day:** Any calendar day, exclusive of Saturdays, Sundays, and any federal and school holidays, upon which the office of the superintendent of the school district is open to the public for the conduct of business. A school business day concludes upon the closure of said office for the calendar day.

School principals will meet with the teachers annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

The District will make available instruction seminars for voluntary attendance by teachers concerning applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, teacher rights, due process and the processing of student discipline.

The District will make every effort to have an administrator or designee present at each worksite to assist teachers in implementing the student discipline policy.

Whenever the administrator is absent from the building for one full day or more, a substitute will be hired to replace that administrator for his/her normally assigned time.

The Board and the Superintendent will support and uphold teachers in their efforts to maintain safety and discipline in the District and will give timely response to all teachers' requests regarding related problems.

When a student is enrolled in the school, any specific areas of concern about such student that are related to staff or student safety will be communicated 24 hours in advance, if that information is known prior to enrollment. As information becomes available after enrollment, notification will occur as soon as feasible. The principal or his/her designee will be responsible for dissemination of such information to pertinent staff.
Further, the Board supports the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board.

**Disciplinary Removal (Not to exceed the balance of class or activity period)**

Teachers will have the authority to exclude a disruptive student from their classroom for the balance of the class and/or activity. Prior to the student being readmitted to class, the teacher will be informed about the resolution of the problem. The student may not be returned to the classroom during the class or activity period or equivalent without the approval of the teacher.

**Short-Term Suspension (More than the balance of class or activity period)**

When a teacher requests a student removed for more than the balance of the class or activity period, the teacher and principal/designee will confer. Students’ due process rights as provided by law will be observed in the case of any short-term suspension. Before re-admittance to class, the teacher and building administrator will meet to attempt to mutually establish future behavior expectations of the student. If agreement cannot be reached, the principal will establish the future behavior expectations of the student.

**Use of Force/Dangerous Weapons**

1. An employee is authorized to use force upon or toward a student or other person on or around school premises when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm as defined in RCW 70.96B.010 and Cheney School Board Policy #3246.

2. The principal will thoroughly investigate reports and rumors regarding weapons, explosives and fireworks and take prompt and reasonable action to protect employees and students and their property. The student’s parents or guardians will be promptly informed of the incident and disciplinary action may result from these investigations.

3. The District will remove from school property students possessing any explosive or loaded or unloaded firearm or other weapon, device, instrument, article or substance which under the circumstances in which it is used, attempted to be used or threatened to be used is readily capable of causing death or substantial bodily harm.

**Section 8 Building-Level Decision Making (Previously known as Site-Based)**

The District and Association acknowledge that implementation of decisions is most effective when those responsible for implementation support the decision and are invested in the outcome. Building-level decision making is defined as a joint planning and problem-solving process that seeks to improve student learning and the quality of work life.

Each building will utilize the following building-level decision making process to give staff an avenue to voice concerns and discuss options for solving these concerns.
1. Each building will have a chairperson who is selected and receives an annual stipend as outlined in Appendix B-4.

   Duties of this position include, but are not limited to:
   A. Gather topics/concerns shared by staff
   B. Meet with principal/administrator to develop agenda
   C. Prepare and distribute meeting agendas
   D. Hold monthly meetings
   E. Prepare and distribute minutes for meetings in a timely manner

2. Everyone in the building is welcome and encouraged to attend these meetings.

3. If the principal/administrator determines a vote is appropriate, simple majority will rule.

Principals are responsible for determining structures and methods (e.g. surveys, voting, etc.) for staff to provide input on building decisions within the guidelines of state and federal law, Board policy, and the Collective Bargaining Agreement.

Section 9 Access to Records

Employees who have legitimate educational interests will have access to relevant educational records, in accordance with state and federal regulations.

Section 10 Student Access to FAPE (Free and Appropriate Public Education)

In order to facilitate the teaching of students with disabilities and provide health/medical and legal safeguards for the students and the employees, the District will make a good faith effort to provide the receiving teacher with the equipment, materials and personnel necessary to provide the student a free and appropriate public education.

Section 11 Special Education Student IEP Concerns

If a staff member believes an IEP is no longer appropriate, a team meeting may be requested to discuss options. This may include re-evaluation and/or convening a new IEP meeting.

Section 12 Instructional Materials

Each certificated employee will have the Board approved instructional materials required for their assignment. An annual inventory will be completed to ensure materials are accounted for and available.

Section 13 Specific Funding

1. Building Professional Development: A District commitment of $5 per regularly enrolled student FTE, as of October 1st, on a District-wide basis will be used to support building professional development. Allocation to each site is based on student FTE.
2. Special Services/Special Needs At Risk Funds: A fund of $20 times April elementary FTE of the previous year will be allocated for the purchase of supplies or instructional materials that support learning for students identified for special education, Title I, LAP, Bilingual, 504 services, or other intervention plans at the building level.

Money will be divided proportionately according to the number of such students per building as of April enrollment, and distributed on October 1st.

Decisions on utilization of funds will be by consensus of the building special education team.
ARTICLE VII – SUPPORT PERSONNEL/COUNSELOR/ALE EVALUATION

Section 1  Purpose of Evaluation

The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear performance standards and authentic assessment practices. The evaluation process is intended to be respectful, meaningful, helpful, emphasize positive interaction between the evaluator and the person being evaluated, and provide support for professional growth. Certificated support personnel holding non-administrative positions (collectively referred to as "employees") herein will be evaluated during each school year in accordance with the following procedures and criteria.

Section 2  Definition of Terms

1. Support Personnel: For the purpose of evaluation, support personnel will be those who support the learning environment by meeting the individual needs of students. These include but are not limited to speech language pathologist, occupational therapist, physical therapist, school psychologist, instructional coach, and nurse.

2. School Counselors: For the purpose of evaluation, school counselors are those who work within the elementary, middle, high school, or alternative setting to support students in the educational environment.

3. ALE Teachers: For the purpose of evaluation, ALE teachers are those employees who teach in alternative learning education (ALE) programs.

4. Provisional Employees: For the purpose of evaluation, provisional employees are those employees so defined by state law.

5. Evaluator: For the purpose of evaluation, the evaluator within each school is the principal, supervisor, or any other credentialed administrator.

Section 3  Required Evaluation

Responsibility for Evaluation

Within each school the principal/supervisor or his/her administrative/supervisory designees (hereafter referred to as evaluator) will be responsible for the evaluation of employees assigned to that school. Any principal or other supervisor may designate other administrative and/or supervisory staff members to assist in the observation and evaluation process. Employees will be notified who their evaluator is prior to October 1st of each year. If an employee is not so notified, the employee will seek clarification. If circumstances occur that necessitate a change in the evaluator, the employee will be notified of the change. The administrative organization plan of the School District will be used to determine lines of responsibility for any employee who is not regularly assigned to a school.
Evaluation Process

1. All employees newly employed by the School District will be observed within the first 90 calendar days of the commencement of their employment.

2. All employees, including new employees, will be evaluated at least once each school year, such evaluation to be completed not later than the last day of school.

3. If an employee resigns during the school year, a final evaluation may be completed prior to the resignation date.

4. In addition to the required evaluations, the evaluator may make evaluations at any time during the school year for improving employee performance.

Summative Evaluation Procedures

1. Following the completion of an evaluation report (C-1, C-2, C-3, D-2), the evaluator and/or the employee may request a meeting to discuss the report.

2. The employee will sign the School District’s copy of the evaluation report indicating receipt of the document. The signature of the employee does not necessarily imply that the employee agrees with the contents of the evaluation report.

3. The employee will have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District personnel office; or they may be forwarded to the personnel office within 7 school days following the evaluation conference.

4. The employee receiving a needs improvement or unsatisfactory in any of the criteria may meet and confer with the evaluator no later than October 1st of the following school year. The purpose of the meeting is to discuss strategies and support structures to assist the employee in demonstrating satisfactory performance in the areas that need to improve.

Section 4 Evaluation Options and Forms

Evaluation Options

The 3 evaluation options available to the District include:

1. Long form evaluation process (Appendix C-1, C-2, C-3)

2. Short form evaluation process (Appendix D-1 and D-2)

3. Professional Growth for Excellence (Appendix D-1, D-2 and E-1)

Employees who meet the following criteria may choose to be evaluated using the short form or professional growth option.

1. All major criteria identified in the long form evaluation instrument for the previous 4 years must be satisfactory.

2. Employees new to teaching with 4 years of satisfactory long form evaluation.
3. Employees transferring to the Cheney School District with at least 2 years of satisfactory long form evaluation in their previous district AND 2 years of satisfactory long form evaluation in the Cheney School District.

As per RCW 28A.405.100, it is mutually agreed by both the District and the Association that the employee must return to the long form evaluation at least once every 5 years. During the 5th year, a long form evaluation would be conducted.

An evaluator or employee may require that the long form evaluation process be conducted in any given year.

Evaluation Forms

Appendix C-1, C-2, C-3 are professional instruments which are to be used only for the purposes listed on them and interpreted by appropriate and authorized certificated personnel within the District. They are not to be released from confidential District personnel files unless required by law.

Section 5 Long Form Evaluation

Minimum Requirements

The long form evaluation process must occur at least once every 5 years. Employees on long form evaluation will set one personal/professional goal yearly. The goal should be tied to improving student learning. A staff member’s effort to use self-reflection to improve student learning may be addressed in the long form summative evaluation as a part of “support person as a professional.”

Minimum Observation Criteria

During each school year each employee will be observed for the purpose of long form evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year will be not less than 60 minutes. A minimum of one observation for a total observation time of 30 continuous minutes will be required in connection with the evaluation of all employees. At least one observation will be considered formal. Formal observations will include a pre-conference meeting prior to the observation, utilization of the Evaluation Criteria (Section 8) as a basis for the observation, and a post-conference with the employee within 5 school days following the observation.

Upon completion of an observation for the purpose of evaluation by the evaluator, an observation report will be prepared and a copy given to the employee within 5 school days following the observation.

Section 6 Short Form Evaluation

Requirements

On a voluntary basis, individuals who have received 4 years of satisfactory evaluations may elect to use the short form (see Section 4.2). If the short form is elected, it will become a shared cooperative growth vehicle between the teacher and evaluator. Employees on short form will set one personal/professional goal yearly. The goal should be tied to improving student learning.
Evaluation Options

Short form evaluation will occur in one of the following manners:

1. One 30-minute observation followed with a written summary. Final evaluation (Form No. 517E, Appendix D-2) must be completed no later than the last day of school.

   OR

2. 2 observations totaling 60 minutes without a written summary of such observations. The final evaluation (Form No. 517E, Appendix D-2) must be completed no later than the last day of school.

The agreed-upon short form evaluation is Appendix D-2 of this Agreement. Appendix D-1 is the application for short form evaluation which should be completed by May 31st of the preceding school year (RCW 28A.405.100.5).

Section 7  Professional Growth for Excellence (PGE)

Purpose

This component is a collaborative interaction between the evaluator and support personnel intended to provide employees with support for a risk-free environment which is inherent in professional growth. The primary focus of PGE is to encourage innovation, peer sharing, and support and improvement of instructional practices in the learning environment. Self-assessment and self-initiated goal-setting separate from the evaluation system currently used are encouraged.

Eligibility

On a voluntary basis, individuals who have 4 years of satisfactory evaluations may elect to use PGE (see Section 4.2). Employees in PGE will set a goal(s) as part of the PGE process (Appendix E).

No more than 1/3 of each staff may participate in any given year, unless given prior approval by the administrator or supervisor.

If the number of employees submitting names exceeds the building allocation of 1/3, the evaluator(s) will select all individuals by lot at the earliest available faculty meeting or by the end of the school year. It is understood that teachers participating in a program which was identified at its inception as a 2-year project will have priority when establishing which teachers may go on a PGE plan.

Itinerant staff may be involved in the PGE cycle and set goals to encourage professional growth. The PGE cycle will be developed in consultation with the evaluator. Employees may include other staff as resources to assist them in working toward their PGE goal(s).

At the end of the second year, the employee must return to the short form or long form evaluation for a minimum of one year.
**Timeline**

The PGE format will be reviewed for certificated staff each April. Interested staff need to notify their evaluator by May 31st of the preceding year using the application form in Appendix D-1. As described in Section 2, selection will be completed by the end of the school year. A meeting will be held with the evaluator to discuss goals by October 1st using the planning form, Appendix E. No later than the last day of school, the evaluator will sign off and conduct a year-end conference using the same planning form in Appendix E.

**Implementation**

Following the establishment of a growth plan, the employee will take the primary responsibility for monitoring his/her own professional growth with respect to the plan, with the help of other persons that may have been identified as part of the plan.

Peer involvement is encouraged. Employees may elect to use colleagues or other outside professional sources in observations, data collecting or as collaborators. Employees may choose to work in teams, department groups or by grade levels for goal setting and attainment. The evaluator acts as a coach, resource, observer, facilitator and/or data collector. 30 minutes of non-continuous documented observation is required. At the final meeting, the evaluator and employee will verify that state statutory requirements have been met. The PGE Evaluation form, Appendix D-2, will be completed no later than the last day of school and will be retained in the employee personnel file.

The employee will provide information to the evaluator, in addition to that presented at the initial meeting, at least once prior to March 1st of each year of the growth cycle. The employee will report and discuss collaboratively, progress made toward achieving the established goals. This meeting will also be an opportunity to refine and update any need for resources. This will be for the purpose of providing information, and will not be evaluative in nature. At all times during the growth cycle, collaborative interaction is encouraged.

Data generated within the PGE goals process will not negatively affect evaluation. Professional growth can occur regardless of whether goals have been met. Information from the PGE cycle will not pass to the summative evaluation cycle nor the personnel file.

All materials expressly generated for, or resulting from, the PGE evaluation process are the property of the employee.

**Individual Creativity - Expense Reimbursement**

Employees participating in the PGE cycle will be provided an additional amount of up to $200 for a 2-year cycle, or up to $100 if a one-year cycle for PGE goal-related expenditures. The total amount is prorated for less than full-time employees.

**Appendices**

- Evaluation Form for Support Personnel/ALE (Appendix C-1, C-2, C-3);
- Application for Short form/PGE (Appendix D-1);
- Short form/PGE Evaluation (Appendix D-2);
- PGE Planning Form (Appendix E).
Section 8  Criteria

The criteria and indicators on the evaluation forms (Appendix C-1, C-2, C-3) reflect the duties and responsibilities of support personnel, counselors, and ALE teachers. The criteria and indicators provide a common language for professional discussion. The lists are not all inclusive nor are they intended to be used as a checklist.

Section 9  Probation

1.  Evaluator’s Report

   For the purpose of probation, if an evaluator determines on the basis of the evaluation criteria that the performance of an employee other than a provisional employee under his/her supervision is unsatisfactory, the evaluator will report the same in writing to the Superintendent. The report will include the following:

   A.  The evaluation report prepared pursuant to the provisions of Section 2 herein.

   B.  A recommended specific program designed to assist the employee in improving his/her performance.

   C.  Any written comments by the employee.

2.  Establishment of Probationary Period

   If the Superintendent concurs with the evaluator’s judgment that the performance of the employee is unsatisfactory, the Superintendent will place the employee in a probationary status. The employee will be given written notice of the action of the Superintendent, which notice will contain the following information:

   A.  Specific areas of performance deficiencies.

   B.  A suggested specific program for improvement.

   C.  A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.

   D.  A statement indicating areas of assistance to be provided by the supervisory staff.

3.  Evaluation during the Probationary Period

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

   B.  During the probationary period the evaluator will meet with the probationary employee approximately once every 2 school weeks to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 3, paragraphs 3A and 3B (Summative Evaluation Procedures) will apply to the documentation of evaluation reports during the probationary period.
C. The probationary employee will be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

4. Evaluator’s Post Probation Report

Unless the probationary employee has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary period. The report will identify whether the performance of the probationary employee has improved and will set forth one of the following recommendations for further action:

A. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

B. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

C. That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.

5. Action by the Superintendent

Following a review of all reports submitted pursuant to paragraph 4, the Superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent will make a determination of probable cause for the non-renewal of the employee's contract and will provide written notice thereof to the employee on or before May 15th pursuant to applicable law.

6. Implementation of the Law

Should any conflict arise between this procedure and the law, the law will be controlling.
ARTICLE VIII – TPEP EVALUATION

Section 1 Purpose of Evaluation
The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear performance standards and authentic assessment practices. The evaluation process is intended to be respectful, meaningful, helpful, emphasize positive interaction between the evaluator and the person being evaluated, and provide support for professional growth. Certificated classroom teachers will be evaluated during each school year in accordance with the following procedures and criteria.

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

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

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

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance.
3. To assist classroom teachers who have identified areas needing improvement, in making those improvements.

Section 2 Evaluator Qualifications
Each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers is required to have training in evaluation procedures. Before implementation of the revised evaluation systems required under RCW 28A.405.100, principals and administrators who have evaluation responsibilities must engage in professional development designed to implement the revised systems and maximize rater agreement. (RCW 28A.405.120)
**Section 3  Classroom Teacher vs Non-classroom Teacher**

‘Classroom Teacher’ means a certificated employee who provides academically focused instruction to students. The term does not include school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, school social workers, coaches, TOSAs who do not directly teach students, and other bargaining members who do not meet this definition. (WAC 392-191A-030)

**Section 4  Professional Development**

Professional Development will be made available to support each teacher in learning the framework and the evaluation process (comprehensive and focused).

**Section 5  Definitions**

1. Criteria: The 8 State criteria from the law
2. Components: The sub-section of each criterion, based on instructional framework
3. Evaluator: Certificated administrator who has been trained per Section 2 and RCW 28A.405.120.
4. Evidence: Observed practice, products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator, including conversations between evaluator and teacher
6. Not Satisfactory:
   - Level 1: Unsatisfactory – receiving a summative score of one is not considered satisfactory performance for a teacher
   - Level 2: Basic – If the classroom teacher is on a continuing contract with more than 5 years of teaching experience and if a summative score of 2 has been received 2 years in a row or 2 years within a consecutive 3 year period, the teacher is not considered performing at a satisfactory level
7. Student Growth: The change in student achievement between 2 points in time
8. Observe: “Observe” or “observation” means the gathering of evidence made through classroom or worksite visits, other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics. (WAC 392-191A-030)

**Section 6  State Criteria**

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

Section 7 Instructional Framework
The parties have agreed to the adopted evidence-based instructional framework developed by Marzano. The instructional framework is included as Appendix A.

Section 8 Criterion Performance Scoring
Each rating will be assigned the following numeric values:
- Unsatisfactory 1
- Basic 2
- Proficient 3
- Distinguished 4

Section 9 Summative Performance Rating
A classroom teacher on comprehensive evaluation will receive a summative performance rating for each of the 8 state evaluation criteria. The overall summative score is determined by totaling the 8 criterion-level scores per the OSPI summative evaluation scoring bands as follows:
- 8-14 Unsatisfactory
- 15-21 Basic
- 22-28 Proficient
- 29-32 Distinguished

A form has been established for summative comprehensive and focused evaluations. Principals may choose to use these forms or use the eVAL forms for summative evaluation (See Appendix).
Section 10  Student Growth (SG) Criterion Score

1. Embedded in the instructional framework are 5 components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the OSPI student impact scoring band as follows:
   - 5-12  Low
   - 13-17  Average
   - 18-20  High

2. The process for student growth goal setting will follow the language set forth in the Washington State Criteria for Teachers. Criteria SG 3.2 and SG 6.2 clarify language to be used in goal setting. Use of specific percentages will not be required in establishing goals.
   - Unsatisfactory  No evidence of growth for most students
   - Basic  Some evidence of growth for some students
   - Proficient  Clear evidence of growth for most students
   - Distinguished  Evidence of high growth for nearly all students

Criterion SG 6.1 clarifies group size for goal setting for this criterion. Goals are set for a “whole classroom.”

A form has been established for goal setting and will be used by all schools (See Appendix B).

3. Student growth data that is relevant to the teacher and subject matter must be a factor in the evaluation process and must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate. As used in this subsection, "student growth" means the change in student achievement between 2 points in time. (RCW 28A.405.100)

4. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, he/she must be automatically moved to the 3 – Proficient level for his/her summative score. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating. Within 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 (WAC 392-191A-080, WAC 392-191A-100):
   - Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on classroom, school, District and state-based tools and practices;
B. Examine extenuating circumstances possibly including: goal setting process; content and expectations, student attendance, and the extent to which curriculum, standards and assessment are aligned;

C. 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;

D. Create and implement a professional development plan to address student growth areas. (WAC 392-191A-100)

**Section 11  Procedural Components of Evaluation**

**Notification**

The teacher will be notified by October 1st each year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

**Evidence**

- The evaluator and employee will collect and share artifacts and evidence necessary to complete the evaluation.
- The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The artifacts and evidence provided by the teacher may be used to determine the final evaluation score.

**Electronic Monitoring**

Electronic devices will not be used to listen to or record the procedures of a class for evaluation purposes without teacher permission.

**Section 12  Comprehensive Evaluation Process**

A comprehensive evaluation will include evaluation of all 8 state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every 4 years. Provisional teachers will be evaluated using the comprehensive process during each year of their provisional status.

1. Evaluators must observe all classroom teachers for the purposes of a comprehensive evaluation at least twice each school year in the performance of their assigned duties. Evaluators must observe all employees who are subject to a comprehensive evaluation for a period of no less than 60 minutes during each school year.

2. Evaluators must observe new employees at least once for a total observation time of 60 minutes during the first 90 calendar days of the new employee's employment period.
3. Evaluators must observe employees in the third year of provisional status at least 3 times in the performance of the employee. The total observation time for the school year must not be less than 90 minutes for such employees.

4. Following each observation, or series of observations, the principal or his/her designee must:
   A. Promptly document the results of the observation in writing; and
   B. Provide the employee with a copy of the written observation report within 3 days after such report is prepared.

5. Each classroom teacher will have the opportunity for a minimum of 2 confidential conferences during each school year with his/her principal or principal's designee either:
   A. Following receipt of the written evaluation results; or
   B. At a time mutually satisfactory to the participants.

6. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics. (WAC 392-191A-070)

Final Summative Evaluation

An overall summative score will be derived by a calculation of all criterion scores and determine the final 4 level rating based on the superintendent of public instruction's determined summative evaluation scoring band. Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence. Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes. (WAC 392-191A-080)

Section 13 Focused Evaluation Process

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the 8 state criteria. If a non-provisional teacher has scored at Proficient or higher the previous year, he/she may be evaluated using the Focused Evaluation, provided that the teacher may only remain on the Focused Evaluation for 3 years before returning to the Comprehensive Evaluation.

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

- One of the 8 evaluation criteria must be assessed in a focused evaluation. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. (WAC 392-191A-120)
- If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
• School districts must ensure that all classroom teachers are observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. School districts must ensure that all certificated classroom teachers who are subject to a focused evaluation are observed for a period of no less than 60 minutes during each school year. (WAC 392-191A-110)

• Observations for the focused evaluation will follow the process set forth in the Comprehensive Evaluation Process, above.

The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide the evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th. (WAC 392-191A-120)

Section 14  Support for Basic and Unsatisfactory Performance

When a teacher with more than 5 years of experience receives a summative evaluation score below proficient, the following options for support from the District and Association, as agreed between the employee and evaluator, may include:

• Workshops
• In-service Training (may be required as per RCW 28A.405.140)
• Peer coaching
• Reading materials
• Mentorship (may be required as per RCW 28A.405.140)
• Release time to observe colleagues’ instruction

Section 15  Probation

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

The purpose of the probationary period is to give the employee opportunity to demonstrate improvement in the area of deficiency.

• The following comprehensive summative evaluation performance ratings mean a classroom teacher’s performance is judged not satisfactory:
1. Level 1 – Unsatisfactory or
2. Level 2 – Basic – if the teacher is a continuing contract employee under RCW 28A.405.210 with more than 5 years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for 2 consecutive years or for 2 years within a consecutive 3 year time period.

- Teachers on continuing contracts who have been assigned to teach outside of their endorsements will not be subject to non-renewal or probation based on evaluation of their teaching effectiveness in the out-of-endorsement assignments per WAC 181-82-110.

- During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

- A probationary period of 60 school days will be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has 5 or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

- The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.

- During the probationary period the evaluator will meet with the employee 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 or her areas of deficiency.

- Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by ESD 101 and selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee will 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 probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
• A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with 5 or fewer years of experience, or of level 3 or above for a continuing contract employee with more than 5 years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

• When a continuing contract employee with 5 or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district will, within 10 days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in 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 plan of improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. In the case of a classroom teacher who has been transitioned to the revised evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings required to be removed from probation per RCW 28A.405.100.

• This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term. (RCW 28A.405.100)

• Probable Cause: The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article will have 10 calendar days following receipt of said notice to file any notice of appeal as provided by statute. (RCW 28A.405.300)

**Section 16 Evaluation Results**

Evaluation results will 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 multiple factors in making human resource and personnel decisions.
Section 17  Implementation of the Law

Should any conflict arise between this procedure and the law, the law will be controlling.
ARTICLE IX - GRIEVANCE PROCEDURE

Section 1 Purpose
The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of individual employees of the District. It is recognized that employees may find a situation which is unsatisfactory and therefore needs a standardized method of resolving conflict. In all cases, it is understood that all parties involved in the grievance will work toward a just and amicable settlement.

Section 2 Definitions
1. Grievant: One or more teachers who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests. The Association will be the grievant where class grievances are involved.

2. Class Grievance: Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.

3. Grievance: A claim by a teacher, group of teachers, the Association or the School District that there has been a violation or unjust application of the terms and conditions of this Agreement. Adverse changes of contract will not be considered a grievance under this contract.

4. Days: Will mean student days.

Section 3 Procedure
STEP 1

A. The parties involved acknowledge that it is usually most desirable for any employee and his immediately involved supervisor to resolve problems through free and informal communications.

B. Within 15 student days following knowledge of the act or condition which is the basis of the complaint, the grievant must present the grievance in writing on a Grievance Report Form (District Form No. 510) to his immediate supervisor. (See Appendix F.)

C. The supervisor will arrange a meeting to take place within 5 student days after receipt of the grievance. The grievant and/or his/her representative and the supervisor will be present for the meeting.

D. The supervisor will provide the aggrieved party and/or his/her representative with a written decision on the grievance within 5 student days of the meeting. Such decision will include the reasons upon which it is based.
STEP 2

A. If, within 5 student days, the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within 5 student days after Step 1, part C, then the grievance may be appealed to the Superintendent or his/her official designee. The Association and the District may mutually agree to have this step heard by the Labor/Management Committee. In all cases, however, the Step 2 decision will be made by the Superintendent or his/her official designee. Grievant will use Step 1, Section E on the Grievance Report Form for his/her appeal.

B. The Superintendent will arrange for a hearing with the grievant and/or his/her representative to take place within 10 student days of his/her receipt of the appeal.

C. Any employee involved in a grievance will have the right to be represented by legal counsel and to call any witnesses he/she deems necessary to develop facts pertinent to the grievance.

D. Upon conclusion of the hearings, the Superintendent will have 5 student days to provide his/her written decision, together with the reasons for the decision, to the grievant and/or his/her representative. The Superintendent will provide his/her written decision by use of Step 2 on the Grievance Report Form.

STEP 3

A. If the Association is not satisfied with the disposition of the grievance at Step 2, or if no decision has been rendered within 5 student days of Step 2D, the Association may request in writing within 15 student days that the grievance be submitted to binding arbitration. If this notice is not submitted to the Superintendent within the 15 day limit, the grievance will be deemed withdrawn. Any questions as to whether the grievance can be arbitrated will first be ruled upon by the arbitrator selected to hear the grievance.

B. If the Superintendent and the Association are unable to agree upon an arbitrator or to obtain a commitment to serve within the 20 student day period, a request for a list of arbitrators may be made by either party to the American Arbitration Association to provide a list from which to select an arbitrator.

C. The parties agree to use the expedited rules of the American Arbitration Association as modified by the terms of this procedure.

D. The arbitrator will be chosen by the Superintendent and Association by alternately striking one name at a time from the list. The first to strike a name will be determined by lot. The arbitrator whose name remains on the list will serve for that grievance.

E. Neither party will be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party in connection with the grievance at Step 2.
F. The arbitrator selected will confer with the representatives of the Superintendent, the grievant and/or his/her representative. He/She will hold any hearings promptly and will issue his/her decision not later than 20 student days from the date of the close of any hearing; or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and set forth his/her findings of fact, reasoning and conclusions, on the issues submitted, and will make a written report of his/her findings of fact and decisions, including the basis in law, if any, for such decisions to the District, the Association, and the grievant within 20 student days after the final hearing is concluded. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator will be submitted to the District and the grievant and/or his/her representative and will be final and binding upon the parties.

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

No party at interest in any grievance proceeding will be discriminated against because of his/her use of the grievance procedure.

Grievance investigation and handling will not interfere with classroom instruction.

H. The Association will reimburse the District for the cost of substitutes when bargaining unit members are required by the Association to be in attendance during class time at arbitration hearings.
ARTICLE X - TERM OF AGREEMENT (DURATION)

Section 1 Term

This Agreement will be effective as of September 1, 2018 and will continue in full force and effect until midnight, August 31, 2020, and will be adjusted annually for any change in state-funded salary and benefits.

Section 2 Reopeners

The Agreement may be reopened by mutual consent of both parties during the term of the Agreement for change(s), deletion(s), or amendment(s). Request for such changes by either party must be in writing and include a summary of the proposed change(s).

Prior to the 2019-2020 school year, the District and Association will meet to determine equitable distribution of IPD funding for the 2019-2020 school year.

Section 3 Attestation

The parties below have caused this Agreement to be executed by their duly authorized representatives this ______ day of September, 2018.

CHENEY EDUCATION ASSOCIATION

BY /s/ Audra Shaw
President

CHENEY SCHOOL DISTRICT

BY /s/ Robert Roettger
Secretary to the Board
APPENDIX A: Salary Schedule

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>180 Days (Base Contract)</th>
<th>185 Days (Base Contract + 5 Day Supplemental Responsibility Stipend)</th>
<th>MA+90/Ph.D.</th>
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*Includes $500 Retention Stipend
APPENDIX B-1: Additional Days  
(Paid by Per Diem Sheet)

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<thead>
<tr>
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<th>Location</th>
<th>DAYS</th>
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<td>Elementary/Middle</td>
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<td>Occupational Therapist</td>
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<td>Psychologist</td>
<td>SSS</td>
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<td>TOSA, Principal Assistant</td>
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## APPENDIX B-2: Responsibility Stipends

(Paid by Supplemental Contract)

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<th>POSITION</th>
<th>Location</th>
<th>% of Employee’s Base</th>
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<tbody>
<tr>
<td>CTE-1st Robotics / Skills USA</td>
<td>CHS</td>
<td>4.60%</td>
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<tr>
<td>CTE-Agriculture</td>
<td>CHS</td>
<td>13.80%</td>
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<td>CTE-DECA/Store</td>
<td>CHS</td>
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<td>CTE-FBLA</td>
<td>CHS</td>
<td>7.00%</td>
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<td>CTE-FCCLA</td>
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<td>18.00%</td>
</tr>
<tr>
<td>ELL Support</td>
<td>SSS</td>
<td>3.70%</td>
</tr>
<tr>
<td>Intervention/Beh. Sup. Specialist</td>
<td>SSS</td>
<td>2.40%</td>
</tr>
<tr>
<td>Library Media Specialist</td>
<td>All Levels</td>
<td>1.00%</td>
</tr>
<tr>
<td>Music: Elementary Band/Music</td>
<td>Elementary</td>
<td>4.20%</td>
</tr>
<tr>
<td>Music: M.S. Vocal/Instrumental</td>
<td>MS</td>
<td>5.00%</td>
</tr>
<tr>
<td>Music: H.S. Vocal/Instrumental/Strings</td>
<td>CHS</td>
<td>9.70%</td>
</tr>
<tr>
<td>READY for Kindergarten</td>
<td>District</td>
<td>4.60%</td>
</tr>
<tr>
<td>TOSA, Athletic Director</td>
<td>CHS</td>
<td>11.50%</td>
</tr>
<tr>
<td>TOSA, K-4 Literacy</td>
<td>SSS</td>
<td>4.60%</td>
</tr>
<tr>
<td>TOSA, K-5 Math</td>
<td>SSS</td>
<td>4.60%</td>
</tr>
<tr>
<td>TOSA, MS Math</td>
<td>SSS</td>
<td>2.40%</td>
</tr>
<tr>
<td>Special Education Teachers</td>
<td>All Levels</td>
<td>1.25%</td>
</tr>
</tbody>
</table>
APPENDIX B-3: PLC Team Lead/Department Coordinator Stipends
(Paid by Supplemental Contract)

<table>
<thead>
<tr>
<th></th>
<th>PLC Team Lead</th>
<th>HS Dept. Chair</th>
<th>PLC Lead/HS Dept Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (PK-5)</td>
<td>$1,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Middle</td>
<td>$1,000/$1,500*</td>
<td>$1,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>High</td>
<td>$1,000</td>
<td>$1,500</td>
<td>$2,500</td>
</tr>
<tr>
<td>6-12/K-12</td>
<td>$1,000</td>
<td>$1,500</td>
<td>$2,500</td>
</tr>
</tbody>
</table>

Administration determines the number and type of positions hired.
*Middle level department with over 10 members.

Selection of PLC Team Leads/Department Coordinators
- Names of interested candidate(s) given to all PLC/department members and applicable administrators.
- Teams may choose to vote on candidate(s) or defer to the principal/designee to select the PLC team lead/department chair.
- If choosing to vote, the PLC/Department members vote on candidate(s) to select PLC lead/department chair.
- Name of the candidate receiving the most votes is submitted to the principal or designee for approval.
- If candidate is not approved by the principal/designee, another candidate may be submitted to the principal/designee by the PLC/department for approval.
### APPENDIX B-4: Teacher Leadership Stipends
(Paid by Supplemental Contract)

<table>
<thead>
<tr>
<th>Role</th>
<th>Elementary</th>
<th>Middle School</th>
<th>High School</th>
</tr>
</thead>
</table>
| **Coordination of nighttime curricular events**  | $500  
2 stipends per school  
*HomeWorks*: 1 stipend ($500) | $575  
2 stipends per school | $0                                           |
| (Event may rotate between science, art, literacy nights) |                                                 |                                               |                                               |
| **Administrative coverage/support**        | $1,000  
1 stipend per school | $500  
1 stipend per school | $500  
1 stipend                                       |
| **Assessment Coordination**               | $1,500  
1 stipend per school | $1,500  
1 stipend per school | $500  
4 stipends for HSPE, EOC, & AP Coordinators |
| (District and State assessment coordination) |                                                 |                                               |                                               |
| **Building Level Decision Making Chair**   | $500  
1 stipend per school | $500  
1 stipend per school | $500  
1 stipend per school |
| **Professional Development Coordination** | $2,000 per school  
*Number and stipend amounts determined by principal* | $4,750 per school  
*Number and stipend amounts determined by principal* | $6,000  
*Number and stipend amounts determined by principal* |
| (Aligned with SIP focus)                   |                                                 |                                               |                                               |
| **Highly Capable Coordinator**            | $1,500  
1 stipend per school | $1,500  
1 stipend per school | $1,500  
1 stipend                                       |

**Hiring process for teacher leadership stipend positions:**
1) Supervisor will email the stipend position announcement to all certified staff
2) Staff will respond via email indicating interest and skills
3) Supervisor will talk with each candidate about expectations, work load, and qualifications
4) Supervisor will select the certified staff member to fulfill the role
5) Stipend positions are on a year-to-year basis with supervisor approval.

*The building administrator may choose to split stipends.*
## APPENDIX B-5: Co-Curricular Stipends
(Paid by Supplemental Contract)

<table>
<thead>
<tr>
<th>Role</th>
<th>P-5</th>
<th>6-8</th>
<th>9-12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASB Clubs</strong></td>
<td>$500 3 stipends per school</td>
<td>$750 5 stipends per school</td>
<td>Tier 1: $250</td>
</tr>
<tr>
<td></td>
<td>(Balance Core Academics &amp; Enrichment)</td>
<td>(Balance Core Academics &amp; Enrichment)</td>
<td>Tier 2: $500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tier 3: $750</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Available: $7,750</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(Balance Core Academics &amp; Enrichment)</td>
</tr>
<tr>
<td><strong>Competitive ASB Clubs &amp; Events</strong></td>
<td>Competitive Academic Club: $1,000 2 stipends per school (Math is Cool, for example)</td>
<td>Competitive Academic Club: $1,000 4 stipends per school (Math is Cool or Science Olympiad, for example)</td>
<td>Competitive Academic Club: $1,000 2 stipends (Knowledge Bowl or Science Club, for example)</td>
</tr>
<tr>
<td></td>
<td>Extended Season Stipend: $200</td>
<td>Extended Season Stipend: $200</td>
<td>Extended Season Stipend: $200</td>
</tr>
<tr>
<td><strong>ASB Activities</strong></td>
<td>$650 2 stipends per school</td>
<td>$1,500 1 stipend per school</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Annual: $1,500</td>
<td>Drama Director: $2,000 per show 2 stipends per school</td>
<td>Drama Director: $3,000 per show 2 stipends per school</td>
</tr>
<tr>
<td></td>
<td>Field Day Prep: $250 1 stipend per school</td>
<td>Drama Asst: $1,200 per show 2 stipends per school</td>
<td>Drama Asst: $1,700 per show 2 stipends per school</td>
</tr>
<tr>
<td><strong>Student Leadership</strong></td>
<td>$575 1 stipend per school</td>
<td>Class Advisor (Head): $2,500 4 stipends</td>
<td>Class Advisor (Asst): $1,875 4 stipends</td>
</tr>
<tr>
<td></td>
<td>Safety Patrol: $575 1 stipend per school</td>
<td>Leadership Advisor: $4,500 1 stipend</td>
<td></td>
</tr>
</tbody>
</table>

**Hiring process for co-curricular stipend positions:**

1. Supervisor will email the stipend position announcement to all certified staff
2. Staff will respond via email indicating interest and skills
3. Supervisor will talk with each candidate about expectations, work load, and qualifications
4. Supervisor will select the certified staff member to fulfill the role
5. Stipend positions are for one year, with an option for a second year with supervisor approval (intention of 2 years)

*The building administrator may choose to split stipends.*
APPENDIX C-1: Support Personnel Evaluation

CHENEY PUBLIC SCHOOLS SUPPORT PERSON EVALUATION

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked “needs improvement” or “unsatisfactory” will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements if they desire.

Staff Member: Click or tap here to enter text. Assignment: Click or tap here to enter text.

Observation Date(s): Click or tap here to enter text.

Length of Observations: Click or tap here to enter text.

OVERALL EVALUATION: ☐ Satisfactory ☐ Unsatisfactory

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD is the depth and breadth of knowledge of theory and content in the special field as well as an understanding of and knowledge about common school education.

Indicators:
• Maintains knowledge, techniques, and methods appropriate to the specialized field.
• Assists and guides others in developing and implementing appropriate programs/accommodations for students.
• Integrates area of specialty with general education.

Comments: Click or tap here to enter text.

2. SPECIALIZED SKILLS are competencies in designing and conducting specialized programs of prevention, remediation, and evaluation.

Indicators:
• Demonstrates and applies knowledge of current theory and methods in the specialty area.
• Assists with identification and referral of students in need of specialized service.
• Provides assessments and/or evaluates students’ needs.
• Plans and implements appropriate interventions/programs to meet individual student needs.
• Develops goals and objectives which facilitate the implementation and evaluation of the general program and/or services for individual students.
• Delivers services in a variety of groupings (i.e. individual, small group, or large group) as appropriate for learning objectives/needs.
• Assesses achievement of goals and objectives established for students and uses a repertoire of strategies/techniques. Modifies interventions/programs as appropriate to meet a variety of student needs.
• Organizes and maintains timely and accurate records for the specialized field.

Comments: Click or tap here to enter text.

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT is the managing and organizing of special materials, equipment, and environment essential to the specialized program.

S □ NI □ U □
Indicators

- Organizes the physical setting to best meet the needs of students, staff, and parents.
- Selects, organizes, and uses appropriate instructional materials, equipment, and personnel.
- Evaluates the appropriateness of selected devices, materials, and procedures for meeting a student’s learning goals.
- Advocates for appropriate accommodations for students as needed.
- Exercises care for the physical safety of individual students, developing and/or implementing plans for emergencies and unusual situations at each assigned site.

Comments:
Click or tap here to enter text.

4. THE SUPPORT PERSON AS A PROFESSIONAL demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.

Indicators:

- Follows the policy and procedures of law, District, and buildings.
- Follows through with philosophies and objectives specific to the program and/or building.
- Communicates clearly and professionally both in oral and written form.
- Communicates professionally and fosters open communication when collaborating with colleagues, parents, and administrators.
- Respects the unique characteristics of each student.
- Uses a variety of strategies for developing rapport with appropriate student populations.
- Maintains confidentiality in communications.
- Seeks professional growth opportunities that increase the specialist’s skills (i.e. workshops, professional reading, conferences, and memberships in appropriate professional organizations.
- Participates in staff meetings related to their area of specialty.
- Incorporates suggestions for improvement presented by the evaluator.

Comments:
Click or tap here to enter text.

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL is demonstrating competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Indicators:

- Responds in a timely manner to student, parent, and staff requests for assistance.
- Interprets student information and needs for students, parents, and other professionals as needed.
- Participates in and supports team decisions.
- Consults with school personnel and parents, initiating and participating in conferences as appropriate.
- Provides assistance and/or referral for students in dealing with educational, personal, and/or social problems that may be inhibiting their ability to learn.

Comments:
Click or tap here to enter text.

Check here ☐ if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Support Person ____________________________ Date ________________

Evaluator ____________________________ Date ________________

Form No. 517A-Support (9/17)
APPENDIX C-2: Counselor Evaluation

CHENEY PUBLIC SCHOOLS COUNSELOR EVALUATION

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked “needs improvement” or “unsatisfactory” will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements if they desire.

Staff Member: Click or tap here to enter text. Assignment: Click or tap here to enter text.

Observation Date(s): Click or tap here to enter text.

Length of Observations: Click or tap here to enter text.

OVERALL EVALUATION: □ Satisfactory □ Unsatisfactory

S = Satisfactory NI = Needs Improvement U = Unsatisfactory

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD is the depth and breadth of knowledge of theory and content in the special field as well as an understanding of and knowledge about common school education.

Indicators:
- Demonstrates knowledge of school counseling
- Understanding of human growth and development
- Awareness of personal and professional limitations
- Aware of and integrates comprehensive counseling
- Integrates career guidance standards

Comments: Click or tap here to enter text.

2. SPECIALIZED SKILLS are competencies in designing and conducting specialized programs of prevention, remediation, and evaluation.

Indicators:
- Implements strategies appropriate to age
- Plans and delivers counseling program
- Demonstrates positive interpersonal relationships
- Teaches appropriate guidance units effectively
- Develops appropriate interventions
- Develops interventions for social development
- Develops supports for educational development
- Monitors progress of educational development
- Provides setting/strategy for conflict resolution
- Responds to crisis and grief-related incidents
- Works effectively with outside services

Comments: Click or tap here to enter text.
3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT is the managing and organizing of special materials, equipment, and environment essential to the specialized program.

Indicators:
- Counsels students with identified needs
- Participates in team meetings, parent conferences
- Participates in hearings
- Implements effective referral process
- Strives to motivate students
- Recognizes unique backgrounds of each student
- Shows consistency and fairness with students

Comments:
Click or tap here to enter text.

4. THE SUPPORT PERSON AS A PROFESSIONAL demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.

Indicators:
- Participates in workshops
- Demonstrates effort toward improvement when needed
- Handles confidential information effectively
- Maintains records in an ethical manner
- Maintains appropriate documentation and data
- Provides support for other school programs
- Plans activities throughout the year
- Manages time effectively

Comments:
Click or tap here to enter text.

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL is demonstrating competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Indicators:
- Communicates clearly and professionally
- Deals with divergent views constructively
- Responds in a timely manner to students and parents
- Interprets student information
- Participates/supports team decisions

Comments:
Click or tap here to enter text.

Check here ☐ if a statement from the counselor is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Support Person ________________________________ Date________________
Evaluator ________________________________ Date________________

Form No. 517A-Counselor (9/17)
APPENDIX C-3: ALE Teacher Evaluation

CHENEY PUBLIC SCHOOLS ALTERNATIVE LEARNING EXPERIENCE EVALUATION

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked “needs improvement” or “unsatisfactory” will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements if they desire.

Staff Member: Click or tap here to enter text.  
Assignment: Click or tap here to enter text.

Observation Date(s): Click or tap here to enter text.

Length of Observations: Click or tap here to enter text.

OVERALL EVALUATION:  
☐ Satisfactory  
☐ Unsatisfactory

S = Satisfactory  
NI = Needs Improvement  
U = Unsatisfactory

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD is the depth and breadth of knowledge of theory and content in the special field as well as an understanding of and knowledge about common school education.

Indicators:
• Teacher models placing value on the process of learning as a means to creating motivation for students wanting to learn.
• Teacher demonstrates sufficient knowledge of course content to facilitate students’ progression through coursework.
• Teacher is actively involved in creating course opportunities for students that address individual student needs and interests.

Comments:  
Click or tap here to enter text.

2. SPECIALIZED SKILLS are competencies in designing and conducting specialized programs of prevention, remediation, and evaluation.

Indicators:
• Teacher demonstrates that the student is the focus of concern and is valued equally or greater than content standards and academic endeavors.
• Teacher demonstrates concern for the whole student (personal, social, emotional, intellectual, work skills, safety, and security).
• Teacher recognizes and embraces the individuality of learning for each student.

Comments:  
Click or tap here to enter text.

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT is the managing and organizing of special materials, equipment, and environment essential to the specialized program.

Indicators:
• Teacher ensures that all students have a personalized plan for success through the Written Student Learning Plan.
• Teacher regularly reviews Written Student Learning Plans and students’ progress through coursework with students.
• Teacher continuously monitors credits toward graduation and personally informs/conferences with students regarding their progress.
• Teacher continuously engages with students in person and through electronic means to ensure students are continually making progress through coursework.

Comments:
Click or tap here to enter text.

4. THE SUPPORT PERSON AS A PROFESSIONAL demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence.

Indicators:
• Teacher demonstrates consistent efforts toward increasing content knowledge, ability to engage with students both personally and academically, and freely engages in developing the alternative learning environment.
• Teacher seeks input and support from appropriate district personnel to solve problems or to aid in improving the alternative learning environment.

Comments:
Click or tap here to enter text.

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL is demonstrating competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Indicators:
• Teacher consistently reviews student progress and conferences with students to provide appropriate intervention plans when students are not making adequate progress as documented in the Written Student Learning Plan.
• When appropriate, teacher involves parents or guardians in making decisions and supporting the Written Student Learning Plan.
• Teacher regularly communicates student progress with parents/guardians.
• Teacher keeps accurate student records which clearly reflect student progress that are accessible to students and other ALE staff members.
• Teacher regularly confers with other ALE staff members to review the alternative learning environment and student progress.

Comments:
Click or tap here to enter text.

Check here ☐ if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Support Person ___________________________ Date________________
Evaluator ______________________________ Date________________

Form No. 517A-ALE (9/17)
DISTRIBUTION: Personnel File, Employee, Evaluator
APPENDIX D-1: Application for Short Form/PGE Evaluation

APPLICATION FOR A
SHORT FORM/PGE FOR SCHOOL YEAR

My signature verifies that I have had four consecutive years of satisfactory evaluations. It is my desire that I be evaluated as provided in RCW 28A.67.065, subsection 5.

Check One: _____ Short Form    _____ Professional Growth

________________________________________  __________________________  ________
Employee                                      Signature                                 Date

________________________________________
School                             Assignment

It is understood that your evaluator will evaluate you in one of the following manners:

D. One 30-minute observation followed with a written summary.

Final evaluation (Form No. 517E, Appendix D-2) must be completed no later than the last day of school.

OR

D. Two observations totaling 60 minutes without a written summary of such observations. Final evaluation (Form No. 517E, Appendix D-2) must be completed no later than the last day of school.

NOTE: See Appendix C-1 for evaluation criteria.

Note Conditions:

(D) The regular evaluation process must be followed once every 5 years.

(2) This method cannot be used to determine if employee’s work is unsatisfactory and used as a basis for probation and non-renewal of contract.

Form No. 517E (Rev. 5/03)
APPENDIX D-2: Short Form/PGE Evaluation
CHENEY PUBLIC SCHOOLS
SHORT FORM/PGE EVALUATION

DISTRIBUTION: Personnel File, Employee, Evaluator

Employee ___________________________________________________________________

Building/Department ___________________________________________________________________

Evaluator ___________________________________________________________________

During the 30-minute observation or 2 observations totaling 60 minutes conducted pursuant to RCW 28A.405.100, the employee named above demonstrated satisfactory performance.

Evaluator ___________________________________________________________________

Employee ___________________________________________________________________

Date ___________________________________________________________________

Date ___________________________________________________________________

This employee will be on the following evaluation cycle for the ____________ school year:

Summative (Long Form - Form No. 517, Appendix C-1 or C-2)
Professional Growth (Short Form - Form No. 517E, Appendix D-2)
Short Form without Professional Growth (Form No. 517E)

The following is to be completed only for employees currently on the Professional Growth Plan:

Goal-Setting Conference Date ___________________________________________________________________
Mid-Year Conference Date ___________________________________________________________________
Year-End Conference Date ___________________________________________________________________

Form No. 517D (Rev. 5/03)
APPENDIX E: PGE Planning Form

CHENEY SCHOOL DISTRICT
PROFESSIONAL GROWTH FOR EXCELLENCE
PLANNING FORM

Employee ________________________________

Building/Department ________________________________

Evaluator ________________________________

GOAL(S):

PLAN TO ACCOMPLISH GOAL(S):

PERSONS TO BE INVOLVED:

RESOURCES NEEDED:

TIMELINE:

PROGRESS MADE TOWARD GOAL:

Form No. 517F  (Rev. 5/03)
APPENDIX F: Grievance Report Form

GRIEVANCE REPORT FORM

Submit in duplicate

Distribution:
1. Grievant
2. Association
3. Immediate Supervisor
4. Superintendent

Name of Grievant ___________________________ Date Filed ___________________________

Assignment ___________________________ Building ___________________________

STEP 1

A. Date alleged grievance occurred ___________________________

B. 1. Specific factual basis of grievance ___________________________

2. Specific provision(s) of agreement alleged violated ___________________________

3. Remedy sought ___________________________

   Signature of Grievant ___________________________ Date ___________________________

C. Date received by immediate supervisor ___________________________

D. Disposition of immediate supervisor ___________________________

   Signature of Immediate Supervisor ___________________________ Date ___________________________

Form No. 510 (Page 1 of 2)
E. Position of Grievant

__________________________________________________________

__________________________________________________________

___ Step 1 answer satisfactory   ___ Step 2 review desired

Signature of Grievant ___________________ Date __________

STEP 2

A. Date received by Superintendent or designee ______________________

B. Disposition of Superintendent or designee ______________________

__________________________________________________________

Signature of Superintendent ___________________ Date __________

C. Position of Grievant and Association ____________________________

__________________________________________________________

___ Step 2 answer satisfactory   ___ Arbitration requested**

Signature of Grievant ___________________ Date __________

Add additional page if necessary.

**Requires signature of Association President or designee.
APPENDIX G: TPEP – Marzano Teacher Evaluation Model

Pages 96-101 present the copyright-protected Marzano Teacher Evaluation Model.

To access these pages please refer to the print version of this document (available from CEA leadership).

You can also access the information through the following website: http://tpep-wa.org/wp-content/uploads/Marzano_Teacher_Evaluation_Model.pdf
Pages 96-101 present the copyright-protected Marzano Teacher Evaluation Model.

To access these pages please refer to the print version of this document (available from CEA leadership).

You can also access the information through the following website: http://tpep-wa.org/wp-content/uploads/Marzano_Teacher_Evaluation_Model.pdf
Pages 96-101 present the copyright-protected Marzano Teacher Evaluation Model.

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To access these pages please refer to the print version of this document (available from CEA leadership).

You can also access the information through the following website: http://tpec-wa.org/wp-content/uploads/Marzano_Teacher_Evaluation_Model.pdf
Pages 96-101 present the copyright-protected Marzano Teacher Evaluation Model.

To access these pages please refer to the print version of this document (available from CEA leadership).

You can also access the information through the following website:  
<table>
<thead>
<tr>
<th><strong>Data-Driven Instructional Goals</strong> (TPEP Criterion 3, Criterion 6, and Criterion 8)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Student Growth Criterion 3 – individual students / Subgroups</strong> – Establishes appropriate student growth goals for individual students or subgroups not reaching full potential.</td>
</tr>
<tr>
<td>➢ 3.1 – Establish student growth goals (using high quality sources of data)</td>
</tr>
<tr>
<td>➢ 3.2 – Achievement of student growth goals (multiple sources of data, 2 points in time)</td>
</tr>
<tr>
<td><strong>Goal(s):</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Student Growth Criterion 6 – Whole Class</strong> – Establishes appropriate growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
</tr>
<tr>
<td>➢ 6.1 – Establishing appropriate student growth goal(s) for the whole class</td>
</tr>
<tr>
<td>➢ 6.2 – Achievement of student growth goal(s)</td>
</tr>
<tr>
<td><strong>Goal(s):</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Student Growth Criterion 8: Team</strong> – Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high quality measures, and to monitor growth and achievement during the year.</td>
</tr>
<tr>
<td>➢ 8.1 – Establish team student growth goal(s)</td>
</tr>
<tr>
<td><strong>Goal(s):</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
Collaboration Team:

Optional focused goal – (1, 2, 4, 5, or 7)

Student Growth/Baseline Data (Describe the multiple measures of data that led you to select your goals – at least two):

Examples of high quality sources of data

- Qualitative examples
- Individual student progress towards goals
- Student growth charts
- DRA scores
- A.R. levels
- MAP scores
- End of unit assessments
APPENDIX I: TPEP - Comprehensive Evaluation Form

TPEP Evaluation Form

Note: Forms printed from eVAL will provide similar information, but in a different format.

<table>
<thead>
<tr>
<th>Field</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Assignment</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>School Year</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>School</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Observation Dates</td>
<td>Click here to enter text.</td>
</tr>
<tr>
<td>Total Obs. Time</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Summative Rating</th>
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<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score Band</td>
<td>8-14</td>
<td>15-21</td>
<td>22-28</td>
<td>29-32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Student Growth Rating</th>
<th>Low ☐</th>
<th>Average ☐</th>
<th>High ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score Band</td>
<td>5-12</td>
<td>13-17</td>
<td>18-20</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Rating</th>
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<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

**CRITERION 1: Centering instruction on high expectations for student achievement**

<table>
<thead>
<tr>
<th>Criterion Rating</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1: Providing Clear Learning Goals and Scales</td>
<td>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals with rubrics for the goals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2: Celebrating Success</td>
<td>The teacher celebrates student success relative to the learning targets and/or the learning goals.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3: Understanding Students’ Interests and backgrounds</td>
<td>The teacher builds positive relationships with students by understanding students’ interests and background.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4: Demonstrating Value and Respect for Low Expectancy Students</td>
<td>The teacher demonstrates value and respect for all, including typically underserved students.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Evidence and Comments

Click here to enter text.

**CRITERION 2: Demonstrating effective teaching practices**

<table>
<thead>
<tr>
<th>Criterion Rating</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1: Interacting with New Knowledge</td>
<td>The teacher helps students effectively interact with new knowledge. (Elements 2.1.1 – 2.1.8)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2: Organizing Students to Practice and Deepen Knowledge</td>
<td>The teacher helps students to practice and deepen their understanding of new knowledge. (Elements 2.2.1 – 2.2.7)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3: Organizing Students for Cognitively Complex Tasks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5: Probing Incorrect Answers with Typically Underserved Students</td>
<td>The teacher probes typically underserved students’ incorrect answers in the same manner as other students’ incorrect answers.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.6: Noticing When Students Are Not Engaged</td>
<td>The teacher uses various methods to engage students. (Elements 1.6.1 – 2.6.9)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.7: Using and Applying Academic Vocabulary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The teacher provides resources and guidance and organizes students to engage in cognitively complex tasks involving application and transfer of new knowledge.

The teacher identifies appropriate academic vocabulary aligned to the learning targets and uses various strategies for student acquisition.

### 2.4: Asking Questions of Typically Underserved Students
The teacher asks questions of typically underserved students with the same frequency and depth as other students.

### 2.8: Evaluating Effectiveness of Individual Lessons and Units
The teacher reflects on and evaluates the effectiveness of instructional performance to identify areas of pedagogical strength and weakness.

### Evidence and Comments
Click here to enter text.

---

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

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

#### 3.1: Effective Scaffolding of Information Within a Lesson
The teacher plans and prepares for effective scaffolding of information within lessons and units that progresses toward a deep understanding and transfer of content.

#### 3.2: Planning and Preparing for the Needs of All Students
The teacher uses data to plan and provide interventions that meet individual student learning needs, including ELL, special education, and students who come from home environments that offer little support for schooling.

### Student Growth 3.1: Establish Student Growth Goal(s)

<table>
<thead>
<tr>
<th>Rating:</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Rating:</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

### Evidence and Comments
Click here to enter text.

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### CRITERION 4: Providing clear and intentional focus on subject matter, content, and curriculum

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

#### 4.1: Attention to Established Content Standards
The teacher demonstrates a comprehensive understanding of the subject taught and the standards for the subject.

#### 4.2: Use of Available Resources and Technology
The teacher plans and prepares for the use of available materials, including technology.

### Evidence and Comments
Click here to enter text.

---

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

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory ☐</th>
<th>Basic ☐</th>
<th>Proficient ☐</th>
<th>Distinguished ☐</th>
</tr>
</thead>
</table>

#### 5.1: Organizing the Physical Layout of the Classroom
The teacher organizes a safe physical layout of the classroom to facilitate movement and focus on learning.

#### 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures
The teacher applies consequences for lack of adherence to rules and procedures.

#### 5.2: Reviewing Expectations to Rules and Procedures
The teacher reviews expectations regarding rules and procedures to ensure their effective execution.

#### 5.5: Acknowledging Adherence to Rules and Procedures

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105
The teacher acknowledges adherence to rules and procedures.

5.3: Demonstrating “Withiness”
The teacher demonstrates awareness of the classroom environment at all times (withitness).

5.6: Displaying Objectivity and Control
The teacher builds positive relationships with students by displaying objectivity and control.

### Evidence and Comments

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

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
</table>
| **6.1: Designing Instruction Aligned to Assessment**
The teacher designs instruction aligned to assessments that impact student learning. |  |  |  | |
| **6.2: Using Multiple Data Elements**
The teacher uses multiple data elements to modify instruction and assessments. |  |  |  | |
| **Student Growth 6.1: Establish Student Growth Goal(s)**
Rating: | Unsatisfactory | Basic | Proficient | Distinguished |
| **Student Growth 6.2: Achievement of Student Growth Goal(s)**
Rating: | Unsatisfactory | Basic | Proficient | Distinguished |

**Evidence and Comments**

Click here to enter text.

### CRITERION 7: Communicating and collaborating with parents and the school community.

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
</table>
| **7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events**
The teacher actively communicates and collaborates with parents/guardians and school/community regarding courses, programs, and school events. |  |  |  | |
| **7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism**
The teacher communicates individual student progress to parents/guardians in a timely and professional manner. |  |  |  | |

**Evidence and Comments**

Click here to enter text.

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

<table>
<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory</th>
<th>Basic</th>
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<th>Distinguished</th>
</tr>
</thead>
</table>
| **8.1: Seeking Mentorship for Areas of Need or Interest**
The teacher collaborates with colleagues about student learning and instructional practices by seeking mentorship for areas of need or interest, and/or by mentoring other teachers through the sharing of ideas and strategies. |  |  |  | |
| **8.2: Promoting Positive Interactions with Colleagues** |  |  |  | |
| **8.3: Participating in District and School Initiatives**
The teacher participates in district and school initiatives. |  |  |  | |
| **8.4: Monitoring Progress Relative to the Professional Growth and Development Plan** |  |  |  | |

**Evidence and Comments**

Click here to enter text.
The teacher displays dependability through active participation. The teacher pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.

<table>
<thead>
<tr>
<th>Student Growth 8.1: Establish Team Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating:</td>
</tr>
</tbody>
</table>

**Evidence and Comments**

Click here to enter text.

Check here ☐ if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Certified Staff Member_________________________ Date ____________

Evaluator ________________________________ Date ____________
### APPENDIX J: TPEP - Focused Evaluation Criterion 1 Form

<table>
<thead>
<tr>
<th>TPEP Focused Evaluation Form</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Criterion 1 (SAMPLE)</strong></td>
<td></td>
</tr>
<tr>
<td>Includes student growth rubrics from criterion 3 or 6</td>
<td></td>
</tr>
<tr>
<td>Note: Forms printed from eVAL will provide similar information, but in a different format.</td>
<td></td>
</tr>
<tr>
<td>Name: Click here to enter text.</td>
<td>Assignment: Click here to enter text.</td>
</tr>
<tr>
<td>School Year: Click here to enter text.</td>
<td>School: Click here to enter text.</td>
</tr>
<tr>
<td>Observation Dates: Click here to enter text.</td>
<td>Total Obs. Time: Click here to enter text.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Final Rating:</th>
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</thead>
</table>

#### CRITERION 1: Centering instruction on high expectations for student achievement

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<thead>
<tr>
<th>Criterion Rating:</th>
<th>Unsatisfactory</th>
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<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1: Providing Clear Learning Goals and Scales</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals with rubrics for the goals.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2: Celebrating Success</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>The teacher celebrates student success relative to the learning targets and/or the learning goals.</em></td>
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<tr>
<td>1.3: Understanding Students’ Interests and backgrounds</td>
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<td></td>
<td></td>
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<tr>
<td><em>The teacher builds positive relationships with students by understanding students’ interests and background.</em></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4: Demonstrating Value and Respect for Low Expectancy Students</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>The teacher demonstrates value and respect for all, including typically underserved students.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Evidence and Comments**

Click here to enter text.

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

<table>
<thead>
<tr>
<th>Student Growth 3.1: Establish Student Growth Goal(s)</th>
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</thead>
<tbody>
<tr>
<td>Rating:</td>
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<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Student Growth 3.2: Achievement of Student Growth Goal(s)</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Rating:</td>
<td>*Unsatisfactory</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*A rating of 1 on any student growth rubric row triggers a student growth inquiry.*

**Evidence and Comments**

Click here to enter text.
CRITERION 6: Using multiple student data elements to modify instruction and improve student learning.

<table>
<thead>
<tr>
<th>Student Growth 6.1: Establish Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating:</td>
</tr>
<tr>
<td>*Unsatisfactory □</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Student Growth 6.2: Achievement of Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rating:</td>
</tr>
<tr>
<td>*Unsatisfactory □</td>
</tr>
</tbody>
</table>

*A rating of 1 on any student growth rubric row triggers a student growth inquiry.

**Evidence and Comments**

Click here to enter text.

Check here □ if a statement from the staff member is attached.

I hereby acknowledge this evaluation has been discussed with me, and I am aware of its contents.

Certified Staff Member ____________________________  Date ______________

Evaluator ____________________________  Date ______________
### Marzano Instructional Framework - Domain 1: Classroom Strategies and Behaviors

#### Guidelines for Use

1. Supervisor and employee discuss Domain 1 of Marzano's Instructional Framework, using the “design questions” outlined for *Routine Events, Addressing Content, and Enacted on the Spot*.
2. Supervisor and employee take notes about their conversation during the preconference.
3. Supervisor will discuss Domains 2 (*Planning and Preparing*), 3 (*Reflecting on Teaching*), and 4 (*Collegiality and Professionalism*) briefly and establish other times to collect evidence for these domains.
4. *The purpose of this preconference is to prepare for the formal observation only.*

---

**APPENDIX K: TPEP – Sample Preconference Form**

**Formal Observation – Preconference Form**

**SAMPLE**

| Employee: ____________________________ | Supervisor: ____________________________ |
| Preconference Date: ________________ | Observation Date: ____________________________ |

---

**Routine Events Segments**

- Learning Goals and Feedback
- Rules and Procedures

**Addressing Content Segments**

- Interacting with New Knowledge
- Practicing and Deepening Knowledge
- Generating and Testing Hypotheses

**Enacted on the Spot Segments**

- Student Engagement
- Adherence to Rules and Procedures
- Teacher/Student Relationships
- High Expectations
<table>
<thead>
<tr>
<th>Lesson Segment Involving Routine Events – DQ 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Question 1:</strong> What will I do to establish and communicate learning goals, track student progress, and celebrate success?</td>
</tr>
<tr>
<td><strong>Element 1:</strong> Providing Clear Learning Goals and Scales (rubrics)</td>
</tr>
<tr>
<td><strong>Element 2:</strong> Tracking Student Progress</td>
</tr>
<tr>
<td><strong>Element 3:</strong> Celebrating Success</td>
</tr>
<tr>
<td><strong>WA Criterion 1/Component 1.1:</strong> Providing Clear Learning Goals and Scales (rubrics)</td>
</tr>
<tr>
<td><strong>WA Criterion 6/Component 6.3:</strong> Tracking Student Progress</td>
</tr>
<tr>
<td><strong>WA Criterion 1/Component 1.2:</strong> Celebrating Success</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

<table>
<thead>
<tr>
<th>Lesson Segment Involving Routine Events – DQ 6</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Question 6:</strong> What will I do to establish or maintain classroom rules and procedures?</td>
</tr>
<tr>
<td><strong>Element 4:</strong> Establishing Classroom Routines</td>
</tr>
<tr>
<td><strong>Element 5:</strong> Organizing the Physical Layout of the Classroom</td>
</tr>
<tr>
<td><strong>WA Criterion 5/Component 5.2:</strong> Reviewing Expectations to Rules and Procedures</td>
</tr>
<tr>
<td><strong>WA Criterion 5/Component 5.1:</strong> Organizing the Physical Layout of the Classroom</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

<table>
<thead>
<tr>
<th>Lesson Segment Addressing Content – DQ 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Question 2:</strong> What will I do to help students effectively interact with new knowledge?</td>
</tr>
<tr>
<td><strong>Element 6:</strong> Identifying Critical Information</td>
</tr>
<tr>
<td><strong>Element 7:</strong> Organizing Students to Interact with New Knowledge</td>
</tr>
<tr>
<td><strong>Element 8:</strong> Previewing the New Content</td>
</tr>
<tr>
<td><strong>Element 9:</strong> Chunking Content into “Digestible Bites”</td>
</tr>
<tr>
<td><strong>Element 10:</strong> Processing of New Information</td>
</tr>
<tr>
<td><strong>Element 11:</strong> Elaborating on New Information</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.1.1:</strong> Identifying Important Information to Which Students Should Pay Particular Attention</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.1.2:</strong> Organizing Students Into Groups to Facilitate the Processing of New Information</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.1.3:</strong> Engaging Students in Activities to Link New Information to Existing Knowledge</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.1.4:</strong> Breaking Content into Small Chunks for Ease of Processing</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.1.5:</strong> Engaging Students in Active Processing of Information During Breaks in Presentation</td>
</tr>
</tbody>
</table>
| **WA Criterion 2/Component 2.1.6:** Questioning and Engaging Students in
<table>
<thead>
<tr>
<th>Element 12: Recording and Representing Knowledge</th>
<th>Activities that Require Elaborative Inferences that Go Beyond What was Explicitly Taught</th>
</tr>
</thead>
<tbody>
<tr>
<td>Element 13: Reflecting on Learning</td>
<td><strong>WA Criterion 2/Component 2.1.7:</strong> Engaging Students in Activities that Require Students to Represent New Thinking in Linguistic and Non-linguistic Ways</td>
</tr>
<tr>
<td></td>
<td><strong>WA Criterion 2/Component 2.1.8:</strong> Engaging Students in Activities that Help them Reflect on Learning and the Learning Process</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

---

**Lesson Segment Addressing Content – DQ 3**

<table>
<thead>
<tr>
<th>Design Question 3: What will I do to help students practice and deepen their understanding of new knowledge?</th>
<th>Element 14: Reviewing Content</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>WA Criterion 2/Component 2.2.1:</strong> Engaging Students in a Brief Review of Content that Highlights Critical Information</td>
</tr>
<tr>
<td>Element 15: Organizing Students to Practice and Deepen Knowledge</td>
<td><strong>WA Criterion 2/Component 2.2.2:</strong> Using Grouping in Ways that Facilitate Practicing and Deepening Knowledge</td>
</tr>
<tr>
<td>Element 16: Using Homework</td>
<td><strong>WA Criterion 2/Component 2.2.3:</strong> Designs Homework to Deepen Students’ Knowledge of Informational Content or Practice a Skill, Strategy, or Process (when appropriate)</td>
</tr>
<tr>
<td>Element 17: Examining Similarities and Differences</td>
<td><strong>WA Criterion 2/Component 2.2.4:</strong> Helping Students Deepen Knowledge by Examining Similarities and Differences of Informational Content</td>
</tr>
<tr>
<td>Element 18: Examining Errors in Reasoning</td>
<td><strong>WA Criterion 2/Component 2.2.5:</strong> Helping Students Deepen Knowledge by Examining their Own Reasoning or the Logic of the Information Presented in Informational Content</td>
</tr>
<tr>
<td>Element 19: Practicing Skills, Strategies, and Processes</td>
<td><strong>WA Criterion 2/Component 2.2.6:</strong> Engaging Students in Practice Activities that Help them Develop Fluency of a Skill, Strategy, or Process</td>
</tr>
<tr>
<td>Element 20: Revising Knowledge</td>
<td><strong>WA Criterion 2/Component 2.2.7:</strong> Engaging Students in Revision of</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Design Question 4:</th>
<th>Element 21: Organizing Students for Cognitive Complexity</th>
<th>WA Criterion 2/Component 2.3: Providing Resources and Guidance and Organizing Students to Engage in Cognitively Complex Tasks Involving Application and Transfer of New Knowledge</th>
</tr>
</thead>
<tbody>
<tr>
<td>What will I do to help students generate and test hypotheses about new knowledge?</td>
<td>Element 22: Engaging Students in Cognitively Complex Tasks Involving Hypothesis and Testing</td>
<td></td>
</tr>
<tr>
<td>Element 23: Providing Resources and Guidance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Design Question 5:</th>
<th>Element 24: Noticing When Students are Not Engaged</th>
<th>WA Criterion 2/Component 2.6.1: Noticing When Students are Not Engaged</th>
</tr>
</thead>
<tbody>
<tr>
<td>What will I do to engage students?</td>
<td>Element 25: Using Academic Games</td>
<td>WA Criterion 2/Component 2.6.2: Using Academic Games to Engage Students</td>
</tr>
<tr>
<td>Element 26: Managing Response Rates</td>
<td></td>
<td>WA Criterion 2/Component 2.6.3: Managing Response Rates</td>
</tr>
<tr>
<td>Element 28: Maintaining Lively Pace</td>
<td></td>
<td>WA Criterion 2/Component 2.6.5: Maintaining Lively Pace</td>
</tr>
<tr>
<td>Element 29: Demonstrating Intensity and Enthusiasm</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Element 30</strong>: Using Friendly Controversy</td>
<td><strong>WA Criterion 2/Component 2.6.6</strong>: Demonstrating Intensity and Enthusiasm</td>
<td></td>
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<tr>
<td>------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td><strong>Element 31</strong>: Providing Opportunities for Students to Talk About Themselves</td>
<td><strong>WA Criterion 2/Component 2.6.7</strong>: Using Friendly Controversy</td>
<td></td>
</tr>
<tr>
<td><strong>Element 32</strong>: Presenting Unusual or Intriguing Information</td>
<td><strong>WA Criterion 2/Component 2.6.8</strong>: Providing Opportunities for Students to Talk About Themselves</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>WA Criterion 2/Component 2.6.9</strong>: Presenting Unusual or Intriguing Information</td>
<td></td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

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**Lesson Segment Enacted On the Spot – DQ 7**

**Design Question 7**: What will I do to recognize and acknowledge adherence and lack of adherence to classroom rules and procedures?

<table>
<thead>
<tr>
<th><strong>Element 33</strong>: Demonstrating “Withitness”</th>
<th><strong>WA Criterion 5/Component 5.3</strong>: Demonstrating Awareness of the Classroom Environment at all Times (Withitness)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Element 34</strong>: Applying Consequences for Lack of Adherence to Rules and Procedures</td>
<td><strong>WA Criterion 5/Component 5.4</strong>: Applying Consequences for Lack of Adherence to Rules and Procedures</td>
</tr>
<tr>
<td><strong>Element 35</strong>: Acknowledging Adherence to Rules and Procedures</td>
<td><strong>WA Criterion 5/Component 5.5</strong>: Acknowledging Adherence to Rules and Procedures</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

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**Lesson Segment Enacted On the Spot – DQ 8**

**Design Question 8**: What will I do to establish and maintain effective relationships with students?

<table>
<thead>
<tr>
<th><strong>Element 36</strong>: Understanding Students’ Interests and Backgrounds</th>
<th><strong>WA Criterion 1/Component 1.3</strong>: Building Positive Relationships with Students by Understanding Students’ Interests and Backgrounds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Element 37</strong>: Using Verbal and Nonverbal Behaviors that Indicate Affection for Students</td>
<td><strong>WA Criterion 1/Component 1.4</strong>: Demonstrating Value and Respect for All, Including Typically Underserved Students</td>
</tr>
<tr>
<td><strong>Element 38</strong>: Displaying Objectivity and Control</td>
<td><strong>WA Criterion 5/Component 5.6</strong>: Building Positive Relationships with Students by Displaying Objectivity and Control</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**
<table>
<thead>
<tr>
<th>Lesson Segment Enacted On the Spot – DQ 9</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Design Question 9:</strong> What will I do to communicate high expectations for all students?</td>
</tr>
<tr>
<td><strong>Element 39:</strong> Demonstrating Value and Respect for Low Expectancy Students</td>
</tr>
<tr>
<td><strong>Element 40:</strong> Asking Questions of Low Expectancy Students</td>
</tr>
<tr>
<td><strong>Element 41:</strong> Probing Incorrect Answers with Low Expectancy Students</td>
</tr>
<tr>
<td><strong>WA Criterion 1/Component 1.4:</strong> Demonstrating Value and Respect for All, Including Typically Underserved Students</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.4:</strong> Asking Questions of Typically Underserved Students with the Same Frequency and Depth as Other Students</td>
</tr>
<tr>
<td><strong>WA Criterion 2/Component 2.5:</strong> Probing Typically Underserved Students’ Incorrect Answers in the Same Manner as Other Students’ Incorrect Answers</td>
</tr>
</tbody>
</table>

**Employee/Supervisor Notes**

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### Non-Observable Domains

**CRITERION 2 – Demonstrating effective teaching practices**

**Component 2.8: Evaluating Effectiveness of Individual Lessons and Units**

The teacher reflects on and evaluates the effectiveness of instructional performance to identify areas of pedagogical strength and weakness.

**Evidence and Comments**

---

**CRITERION 3 – Recognizing individual student learning needs and developing strategies to address those needs**

**Component 3.1: Effective Scaffolding of Information Within a Lesson**

The teacher plans and prepares for effective scaffolding of information within lessons and units that progresses toward a deep understanding and transfer of content.

**Component 3.2: Planning and Preparing for the Needs of All Students**

The teacher uses data to plan and provide interventions that meet individual student learning needs, including ELL, special education, and students who come from home environments that offer little support for schooling.

**Evidence and Comments**

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**CRITERION 4 – Providing clear and intentional focus on subject matter content and curriculum**

**Component 4.1: Attention to Established Content Standards**

The teacher demonstrates a comprehensive understanding of the subject taught and the standards for the subject.

**Component 4.2: Use of Available Resources and Technology**

The teacher plans and prepares for the use of available materials, including technology.
### CRITERION 6 – Using multiple student data elements to modify instruction and improve student learning

<table>
<thead>
<tr>
<th>Component 6.1: Designing Instruction Aligned to Assessment</th>
<th>Component 6.2: Using Multiple Data Elements</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher designs instruction aligned to assessments that impact student learning.</td>
<td>The teacher uses multiple data elements to modify instruction and assessments.</td>
</tr>
</tbody>
</table>

**Component 6.3 in Observable Domains**

<table>
<thead>
<tr>
<th>Evidence and Comments</th>
</tr>
</thead>
</table>

### CRITERION 7 – Communicating and collaborating with parents and school community

<table>
<thead>
<tr>
<th>Component 7.1: Promoting Positive Interactions about Students and Parents – Courses, Programs and School Events</th>
<th>Component 7.2: Promoting Positive Interactions about Students and Parents – Timeliness and Professionalism</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher actively communicates and collaborates with parents/guardians and school/community regarding courses, programs, and school events.</td>
<td>The teacher communicates individual student progress to parents/guardians in a timely and professional manner.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evidence and Comments</th>
</tr>
</thead>
</table>

### CRITERION 8 – Exhibiting collaborative and collegial practices focuses on improving instructional practice and student learning

<table>
<thead>
<tr>
<th>Component 8.1: Seeking Mentorship for Areas of Need or Interest</th>
<th>Component 8.2: Promoting Positive Interactions with Colleagues</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher collaborates with colleagues about student learning and instructional practices by seeking mentorship for areas of need or interest, and/or by mentoring other teachers through the sharing of ideas and strategies.</td>
<td>The teacher displays dependability through active participation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component 8.3: Participating in District and School Initiatives</th>
<th>Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher participates in district and school initiatives.</td>
<td>The teacher pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evidence and Comments</th>
</tr>
</thead>
</table>

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# Student Growth Criteria

## CRITERION 3 – Recognizing individual student learning needs and developing strategies to address those needs.

<table>
<thead>
<tr>
<th>Student Growth Component 3.1: Establish Student Growth Goal(s)</th>
<th>Student Growth Component 3.2: Achievement of Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</td>
</tr>
</tbody>
</table>

 Evidence and Comments

## CRITERION 6 – Using multiple student data elements to modify instruction and improve student learning.

<table>
<thead>
<tr>
<th>Student Growth Component 6.1: Establish Student Growth Goal(s)</th>
<th>Student Growth Component 6.2: Achievement of Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</td>
</tr>
</tbody>
</table>

 Evidence and Comments

## CRITERION 8 – Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

<table>
<thead>
<tr>
<th>Student Growth Component 8.1: Establish Team Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The teacher consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
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