

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SOAP LAKE EDUCATION ASSOCIATION

AND

THE SOAP LAKE SCHOOL DISTRICT

SEPTEMBER 1, 2018

THROUGH

AUGUST 31, 2020

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

3 ARTICLE 1. ADMINISTRATION OF THE AGREEMENT

4 Section A. Definitions:

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

25 Section B. Recognition:

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

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

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

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

42 Article III. Section E, Assignment and Transfer

43 Article III. Section F, Insurance

44 Article IV. Evaluation and Probation

45 Article V. Staff Reduction and Recall

46 Article VII. Leaves

47 Article IX. Grievance and procedure

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

51 Section C. Status of Agreement:

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

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

61 Section D. Conformity to Law:

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

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

70 Section E. Individual and Supplemental Contract Compliance:

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

75 Section F. Distribution of Agreement:

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

80 Section G. Joint Meetings:

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

86 ARTICLE II. BUSINESS

87 Section A. Dues Deduction:

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

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

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

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

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

114 Section B. Other Deductions:

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

119 Section C. Management Rights:

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

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

133 Section D. Association Rights:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

193

194

ARTICLE III. EMPLOYEE RIGHTS

195 Section A. Rights of Law:

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

198 Section B. Non-Discrimination:

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

204 Section C. Personnel File:

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

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

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

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

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

223 Section D. Due Process and Just Cause:

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

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

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

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

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

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

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

251 Section E. Assignment and Transfer:

252 1. Assignments:

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

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

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

266 2. Transfers:

267 a. Definitions:

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

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

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

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

279 3. Vacancy, Promotions and Posting of Jobs:

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

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

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

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

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

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

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

307 4. Leave Replacement Employees:

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

312 b. Benefits: Leave replacement employees shall accrue seniority, receive the same
313 benefits, accrue retirement credit and in all other manners receive the same treatment,
314 privileges, and benefits as other employees of the bargaining unit, except that they
315 shall not receive a continuing contract.
316

317 5. Conditionally Certificated Employees- An employee on a conditional certification
318 may remain in the position until his/her conditional certification expires or as long as
319 the employee is enrolled in a teaching program and working towards a certificate. If

320 the employee is not in a teaching program the District will post the position for the
321 upcoming year.

322 Section F. Employee Protection:

323 1. District Insurance: The District shall provide such insurance for the protection of
324 employees as is required by RCW 28A.400.370 and upon annual renewal will
325 provide employees with a written summary of the coverage they have under the
326 provisions of District insurance policies. The District shall notify the President of
327 any changes in insurance coverage.

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

- 336
337 a. notifying law enforcement
338 b. notifying the superintendent
339 c. notifying the principal
340 d. notifying the employee
341 e. providing legal counsel
342 f. and/or other earnest efforts to rectify the situation
343

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

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

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

357 4. Employee Notification of New or Returning Students:

- 358 a. During the School year, any placement of a student into a classroom must
359 involve notification of the receiving teacher(s) at least one (1) day prior to the
360 student attending class.

- 361 b. The District will provide background information on new and returning students
362 before assigning students to a classroom/schedule. This background information
363 will include:
- 364 (1) Placement test scores, such as NWEA
 - 365 (2) Information regarding students who evidence violent behaviors that
366 could present a safety problem to students or employees
 - 367 (3) Information that could affect a student's health
 - 368 (4) For students with an IEP, the following additional information will be
369 provided as appropriate within confidentiality requirements:
 - 370 i. Overall academic levels
 - 371 ii. Nature of disability and any related information
 - 372 iii. Supplementary aids and services to be provided
- 373 5. Contraband: An employee will refer contraband to his/her immediate supervisor.
374 Contraband may include firearms, knives, weapons and paraphernalia associated with
375 gangs, the martial arts and those covered by WAC.
- 376 6. Building Environment: Air testing shall be conducted when deemed necessary by the
377 District's insurance agency's risk management team or when requested by the District
378 safety committee.

379 Section G. Privacy:

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

392 Section H. Harassment:

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

397 For purposes of this Agreement the term “harass” or harassment” shall mean the use of words,
398 gestures or actions that offend, annoy, alarm or verbally abuse another person.

399 Section I. Faculty Meetings:

- 400 1. To facilitate communication among staff members, and with administrators, faculty
401 meetings will be held in each school at least once a calendar month during the school
402 year. These meetings shall be chaired by the building administrator, or the building
403 administrator’s designee.
- 404 2. Faculty meetings will not start earlier than thirty (30) minutes before the normal
405 school day begins. In the event any faculty meeting continues past thirty minutes
406 after the release of students for the day, the employees may leave.

407

408

ARTICLE IV. STAFF EVALUATION

409

410 Section A. Authority:

411

412 All employee evaluations shall be conducted in accordance with RCW 28A.405.100, WAC 392-
413 919 and this agreement.

414

415 Section B. Introduction:

416

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

424

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

432

433 3. The parties agree that the Professional Growth and Evaluation system is to be
434 implemented in a manner consistent with good faith and mutual respect, and as defined in RCW
435 28A.405.110:

436

437 a. An evaluation system must be meaningful, helpful, and objective;

438

439 b. An evaluation system must encourage improvements in teaching skills,
440 techniques, and abilities by identifying areas needing improvement;

441
442 c. An evaluation system must provide a mechanism to make meaningful
443 distinctions among teachers and to acknowledge, recognize, and encourage
444 superior teaching performance; and

445
446 d. An evaluation system must encourage respect in the evaluation process by the
447 persons conducting the evaluations and the persons subject to the evaluations
448 through recognizing the importance of objective standards and minimizing
449 subjectivity.

450
451 4. Additionally, the parties agree that the PG&E process is one which will be
452 implemented with collaboration between the evaluator and the bargaining unit member, as
453 described in WAC 392-191-025: To identify in consultation with classroom teachers and
454 certificated support personnel observed, particular areas in which their professional performance
455 is satisfactory or outstanding, and particular areas in which the classroom teacher or support
456 person needs to improve his or her performance.

457
458 Section C. General Principles:

459
460 1. This evaluation system only applies to classroom teachers, specifically those staff with
461 an assigned group of students who provide academically focused instruction and grades or
462 progress reports for students.

463
464 a. The term “classroom teacher” does not include ESA’s, counselors, librarians,
465 media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other
466 bargaining unit members who do not work with regularly recurring and specifically
467 defined groups of students. Those bargaining unit members who do not meet this
468 definition will discuss and determine an appropriate evaluation system with input from
469 the SLEA.

470
471 b. In cases of a split assignment that includes both classroom teaching and one of
472 the excluded categories, the employee will be evaluated under the system for the
473 assignment that comprises the majority of their time. In cases where the assignment is
474 evenly split, the PG&E system shall be utilized.

475
476 c. Provisional employees are defined as in RCW 28A.405.220 Notwithstanding
477 the provisions of RCW [28A.405.210](#), every person employed by a school district in a
478 teaching or other nonsupervisory certificated position shall be subject to nonrenewal of
479 employment contract as provided in this section during the first three years of
480 employment by such district, unless: (a) The employee has previously completed at least
481 two years of certificated employment in another school district in the state of Washington,
482 in which case the employee shall be subject to nonrenewal of employment contract
483 pursuant to this section during the first year of employment with the new district; or (b)

484 the employee has received an evaluation rating below level 2 on the four-level rating
485 system established under RCW [28A.405.100](#) during the third year of employment, in
486 which case the employee shall remain subject to the nonrenewal of the employment
487 contract until the employee receives a level 2 rating; or (c) the school district
488 superintendent may make a determination to remove an employee from provisional status
489 if the employee has received one of the top two evaluation ratings during the second year
490 of employment by the district. Employees as defined in this section shall hereinafter be
491 referred to as "provisional employees."
492

493 2. The classroom teacher's immediate supervisor will be responsible for the teacher's
494 evaluation. The immediate supervisor will be determined by the organization plan of the
495 District. Any teacher responsible to more than one (1) supervisor will be evaluated on a single
496 evaluation form and will be notified in writing by September 15th who their primary evaluator
497 will be. If an employee is assigned to multiple work sites, the supervisor at one (1) additional
498 work site may provide written observational feedback to the primary evaluator. All procedures
499 for observations outlined in subsequent sections of this Article must be followed for this
500 observational feedback. Employees hired after September 15th will be notified in writing by their
501 supervisor with fifteen (15) days of employment.
502

503 3. Prior to September 15th, and if applicable, in accordance with the previous summative
504 evaluation conference, the classroom teacher shall be notified in writing whether they will be
505 evaluated using the Comprehensive Cycle or Focused Cycle. Under extraordinary circumstances,
506 the PG&E cycle may be changed mid-year in accordance with the procedures outlined in this
507 Article.
508

509 4. Only the appropriate, negotiated PG&E forms may be used to document the PG&E
510 process. Forms, artifacts, observation reports, and other documentation related to the PG&E
511 process shall be maintained by mutual agreement between the employee and the supervisor.
512

513 5. A copy (paper or electronic) of the state evaluation criterion and 2013 CDIF shall be
514 provided to each staff member within fifteen (15) working days of employment. Annual
515 electronic notification of the same shall be provided to all classroom teachers in September of
516 each school year.
517

518 6. Instructional coaches, school improvement facilitators, and school-based specialists
519 are non-supervisory staff who support the improvement of instructional and/or administrative
520 practices in order to improve student achievement. They will not be consulted in the
521 performance or evaluation of SLEA members.
522

523 7. SLEA members will not evaluate other SLEA members.
524

525 8. Evaluations shall be filed in the staff member's personnel file at the District Office no
526 later than July 31st.
527

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

530
531 a. Employees who resign, retire, or enter a leave status greater than 90 days
532 during the school year will have a final evaluation.

533
534 b. If a classroom teacher is transferred to another position not under his or her
535 current evaluator, the teacher's annual evaluation shall be made by the new
536 evaluator at the end of the year, following procedures outlined in the Article. The
537 initial evaluator may provide written observation feedback to the primary evaluator
538 if all procedures for observations outlined in this Article were followed.

539
540 c. If an evaluator resigns, retires, transfers, or enters a leave status greater than 90
541 days within the school year, the classroom teacher's annual evaluation shall be
542 completed by the evaluator supervising the teacher in June of the school year, using
543 all documented observations, provided all procedures and time lines outlined in
544 this Article were followed by both the former and current evaluator.

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

553
554 11. The District will adhere to the following record-keeping requirements:

555
556 a. Forms used in the PG&E process must be those included in this negotiated
557 agreement

558
559 b. Observation reports, forms, artifacts, and other evaluation documentation shall
560 be maintained shall be maintained by mutual agreement between the employee
561 and the supervisor.

562
563 c. All documents, artifacts, and other evidence to be used in evaluation must be
564 shared between the evaluator and the classroom teacher. Notification must be
565 provided when any evidence is placed in an electronic file.

566
567 d. Teachers shall not be required to share personal self-assessment information
568 created for the PG&E process.

569
570 Section D. State Criterion and Instructional Framework:

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572 1. The state evaluation criterion are:

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- a. Centering instruction on high expectations for student achievement;
 - b. Demonstrating effective teaching practices;
 - c. Recognizing individual student learning needs and developing strategies to address those needs;
 - d. Providing clear and intentional focus on subject matter content and curriculum
 - e. Fostering and managing a safe, positive learning environment;
 - f. Using multiple student data elements to modify instruction and improve student learning;
 - g. Communicating and collaborating with parents and the school community; and
 - h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
2. The instructional framework:
- a. The parties have agreed to the adopted evidence-based framework developed by Charlotte Danielson and approved by OSPI, including the state-mandated components related to student growth.
 - b. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement. Upon mutual agreement, the parties may select an OSPI approved revised or different instructional framework.

Section E. Definitions:

1. Artifact – Artifact shall mean any product generated, developed, obtained or used by a classroom teacher, and submitted by the teacher or evaluator as evidence in the PG&E process. With few exceptions, artifacts should not be created specifically for the PG&E system, but should be a “natural harvest” of products generated in the course of the teacher’s practice.
2. Criterion – Criterion shall mean one of the eight (8) state defined categories to be scored, as referenced in Section E of this Article.
3. Component – Component shall mean a sub-section of the CDIF domain, each of which is aligned with one of the eight criteria. Components include the twenty-two (22) Charlotte Danielson components plus the five (5) state mandated student growth components.

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

622
623 5. Domain – Domain shall mean one of four CDIF domains, including: Planning and
624 Preparation, Classroom Environment, Instruction, Professional Responsibilities.

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

632
633 7. Not Satisfactory – According to RCW 28A.405.100, “Not Satisfactory” shall mean:

634
635 a. Level 1 Unsatisfactory – receiving a 1-Unsatisfactory final evaluation is “Not
636 Satisfactory” for any teacher;

637
638 b. Level 2 Basic – a classroom teacher’s work is judged as “Not Satisfactory” for
639 any teacher on a continuing contract with more than five years of teaching experience in
640 the state, who receives a level 2 evaluation performance rating and if the level 2
641 comprehensive summative evaluation performance rating has been received for two
642 consecutive years or for two years within a consecutive three year time period.

643
644 8. Observation – Observation shall mean the gathering of evidence made through
645 classroom or worksite visits, or other visits, work samples, or conversations that allow for the
646 gathering of evidence of the performance of assigned duties, for the purpose of examining
647 evidence over time using the instructional or leadership framework rubrics pursuant to this
648 section.

649
650 9. Rubric – Rubric shall mean the progressive, four-tier description to classify levels of
651 performance on each of the CDIF components.

652
653 10. Student Growth Data – Student Growth Data shall mean the change in student
654 achievement between two points in time. Student growth data must be based on multiple
655 measures that can include classroom-based, school-based, district-based, and state-based tools.
656 Assessments used to demonstrate growth must be appropriate, relevant, and may include both
657 formative and summative measures

658
659 Section F. Scoring:

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661 Scoring for the purpose of evaluation consists of two parts, the summative performance rating
662 and the student growth summative score.

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

- a. Unsatisfactory – 1
- b. Basic – 2
- c. Proficient – 3
- d. Distinguished – 4

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

3. The eight criteria scores will be arrived at using the agreed upon form, Appendix H.
Section G. Summative Performance Rating for Comprehensive Evaluation:

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

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

Section H. Student Growth Summative Score for Comprehensive Cycle:

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

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

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

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

707 4. A Low student growth summative score will initiate the student growth inquiry
708 process.

709
710 5. The student growth inquiry process:

711
712 Within two months, or at the beginning of the following school year, the evaluator must initiate
713 at least one of the following actions:

714

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

718

719 b. Examine extenuating circumstances which may include one or more of the
720 following:

721

1. Goal setting process,

722

723 2. Content and expectations,

724

725 3. Student attendance;

726

727 4. Extent to which standards, curriculum, and assessments are
728 aligned;

729

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

732

733 1. Student growth goal revisions, refinement, and progress,

734

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

736

737 3. Best practices related to student growth data collection and
738 interpretation;

739

740 d. Create and implement a professional development plan to address student
741 growth areas.

742

743 Section I. Comprehensive Evaluation:

744

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

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2. Self-Assessment

a. Prior to the Comprehensive Cycle Conference 1 (CCC-1), the teacher shall complete a self-assessment using Form 1-Self Assessment, and may elect to share this Self-Assessment with his or her evaluator. While the teacher shall not be required to share his or her self-assessment with the evaluator, the self-assessment process should inform the discussion of professional growth goals in the Comprehensive Cycle Conference 1. The evaluator shall neither encourage nor discourage the teacher to share his or her self-assessment at any point during the PG&E process.

3. Goal Setting

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

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

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

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

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

4. Comprehensive Cycle Conference 1 (CCC-1)

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

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

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

797 5. The First Observation
798

799 a. The first of at least two (2) required observations shall be scheduled, by the
800 teacher, in advance and conducted after October 1st and before December 18th; it must
801 take place after the CCC-1. The first observation shall be a minimum of thirty (30)
802 minutes in duration; when possible, the evaluator will attempt to observe a complete
803 lesson.

804
805 b. The evaluator will promptly document the required observations using Form 3
806 Observation Report and provide a copy to the employee within three (3) days of the
807 observation (RCW 28A.405.100). This report will include the first initial performance
808 level scoring on the components observed.

809
810 (1) Criteria or components not observed shall not be negatively construed
811 except in a situation where a skill/practice should have been employed during the
812 observation and was not employed.

813
814 (2) It is neither necessary, nor likely possible, to address all components
815 within the context of one observation.

816
817 c. After receiving the observation documentation/report, the teacher may provide
818 to the evaluator additional artifacts/evidence related to the observation to aid in the
819 assessment of the teacher's professional performance against the 2013 CDIF rubric and
820 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
821 Artifact Checklist. If possible, this evidence shall be provided at least one (1) day prior to
822 the post-observation conference.

823
824 6. First Observation Post-Conference, Comprehensive Cycle Conference 2 (CCC-2)
825

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

828
829 b. During the CCC-2, the evaluator and employee will discuss the levels of
830 performance for the components included in the evaluator's first initial written
831 observation report. If there is a disagreement about the scoring, the scoring will be
832 discussed using the evidence collected by both the evaluator and employee, and revisions
833 to the initial report may be made. If consensus is not reached, the evaluator's initial
834 assessment will remain unchanged.

835
836 c. The purpose of the CCC-2 is to review and discuss the evaluator's and
837 teacher's evidence related to the scoring criteria during the observation, review and
838 discuss any additional artifacts related to evaluation, review progress related to student
839 growth goals, and discuss the teacher's performance with respect to the eight evaluation
840 criteria.

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

845
846 e. Opportunities for professional growth that are not areas of concern should be
847 discussed and may be included within the written observation report.

848 849 7. The Second Observation

850
851 a. The second of at least two required observations may be unscheduled. It shall
852 be conducted after January 15th and before May 1st. It must take place after CCC-2, and
853 shall be a minimum of thirty (30) minutes.

854
855 b. This observation will not take place during a half day schedule, or on the last
856 student day before spring break.

857
858 The evaluator will promptly document the required observations using Form 3
859 and provide a copy to the employee within three (3) days of the observation. This report
860 will include the second initial performance level scoring on the components observed.

861
862 (1) Criteria or components not observed shall not be negatively construed
863 except in a situation where a skill/practice should have been employed during the
864 observation and was not employed.

865
866 (2) It is neither necessary, nor likely possible, to address all components
867 within the context of one observation.

868
869 c. After receiving the observation documentation/report, the teacher may provide
870 to the evaluator additional artifacts/evidence related to the observation to aid in the
871 assessment of the teacher's professional performance against the 2013 CDIF rubric and
872 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
873 Artifact Checklist. If possible, this evidence shall be provided at least one (1) day prior to
874 the post-observation conference.

875 876 8. Second Post-Observation Conference, Comprehensive Cycle Conference 3 (CCC-3)

877
878 a. The Comprehensive Cycle Conference 3 (CCC-3) will be held within ten days
879 of the second required observation and before May 5th.

880
881 b. During the CCC-3, the evaluator and employee will discuss the levels of
882 performance for the components included in the evaluator's second initial written
883 observation report. If there is a disagreement about the scoring, the scoring will be
884 discussed using the evidence collected by both the evaluator and employee, and revisions
885 to the initial report may be made. If consensus is not reached, the evaluator's initial
886 assessment will remain unchanged.

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c. The purpose of the CCC-3 is to review and discuss the evaluator’s and teacher’s evidence related to the scoring criteria during the observation, review and discuss any additional artifacts related to evaluation, review progress related to student growth goals, and discuss the teacher’s performance with respect to the eight evaluation criteria.

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

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

9. Additional Observations

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

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

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

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

10. Electronic artifacts

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

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

932 11. Artifact submission

933
934 a. The teacher and evaluator will collect and share artifacts and evidence to aid in
935 the assessment of the teacher’s professional performance against the instructional
936 framework teacher evaluation rubric, especially for those criteria not observed in the
937 classroom.

938
939 b. The artifacts provided by the teacher shall be used, along with other evidence
940 collected by the principal, to determine the evaluation criteria scores.

941
942 c. With few exceptions, artifacts should not be created specifically for the PG&E
943 system, but should be a “natural harvest” of products generated in the course of the
944 teacher’s practice.

945
946 d. Emphasis should be placed on the collection of a small number of high quality
947 artifacts demonstrating teacher performance, rather than upon the quantity of artifacts
948 submitted.

949
950 12. Comprehensive Summative Evaluation

951
952 a. A written summative evaluation, including a final summative score, must be
953 completed using Appendix H-Final Summative Evaluation Report and a copy
954 provided to the teacher prior to June 15th, or the last day of school, whichever is earlier.
955 The final summative score, including the student growth score, must be determined by an
956 analysis of evidence. This analysis will take a holistic assessment of the teacher’s
957 performance over the course of the year.

958
959 b. All evidence, measures and observations, used in developing the summative
960 evaluation score, must be based on the school year in which the evaluation is conducted
961 and must be documented using the procedures contained within this Article.

962
963 c. The teacher will sign two (2) copies of the Final Summative Evaluation Report.
964 The signature of the teacher indicates receipt and does not imply that the employee
965 agrees with the report’s content.

966
967 d. A signed copy of the comprehensive Final Summative Evaluation Report shall
968 be placed in the employee’s personnel file; the other shall remain with the employee.
969 The teacher may attach any written comments to the summative evaluation report, if
970 submitted within thirty (30) days of receipt of the report.

971
972 13. Summative Evaluation Conference, Comprehensive Cycle Conference 4 (CCC-4)

973
974 a. The Comprehensive Cycle Conference 4 (CCC-4) will be subsequent to the
975 preparation of the Summative Evaluation Report and prior to the last day of school.

976

977 b. The purpose of the CCC-4 is to review and discuss the Summative Evaluation
978 Report and decide upon the appropriate evaluation cycle for the next school year.
979

980
981 14. Provisional Employee Observations
982

983 a. The first required observation for newly hired provisional and leave
984 replacement contract teachers must be conducted within 60 days of their start date.
985

986 b. Employees in their third year of provisional status must have at least three (3)
987 observations, which will not be less than a total of ninety minutes. The third observation
988 shall follow the procedure for the Second required observation.
989

990 Section J. Focused Evaluation:
991

992 1. The Focused Cycle assesses one (1) state evaluation criterion. If a non-provisional
993 teacher has scored at Level 3-Proficient or Level 4-Distinguished the previous year
994 they are eligible to be evaluated using the Focused Cycle. The teacher can stay on the
995 Focused Cycle for three (3) years before returning to the Comprehensive Cycle. The
996 summative score from the most recent comprehensive evaluation becomes the focus
997 summative evaluation score for any of the subsequent years in which the certificated
998 classroom teacher is placed on a focused evaluation. Should a teacher provide
999 evidence of exemplary practice on the chosen focused criterion, a level 4
1000 (Distinguished) score may be awarded by the evaluator, for that school year.
1001

1002 All employees will be notified in writing by December 15th if they are being moved
1003 from a Focused Evaluation to a Comprehensive Evaluation. The employee being
1004 moved will receive a formal observation between September 15th and December 1st.
1005 The employee will have had a post conference with their evaluator.
1006

1007 The teacher or the evaluator can initiate a move from the Focused to the
1008 Comprehensive Cycle. A decision to move a teacher from a Focused to a
1009 Comprehensive Evaluation must occur within the first forty-five (45) days of the
1010 school year and all procedures and timelines for the Comprehensive Cycle must be
1011 followed. If it is not possible to meet the Comprehensive Cycle timelines, a move to
1012 the Comprehensive Cycle may not be made that school year.
1013

1014 2. Focused Professional Growth Plans
1015

1016 a. Prior to the Focus Cycle Conference 1 (FCC-1), the teacher (or group of
1017 teachers) shall outline a professional growth plan and related activities linked to at
1018 least one of the state evaluative criteria.
1019

1020 b. If employees choose criterion 1, 2, 4, 5, or 7 they must also choose to
1021 complete the student growth components in either criterion 3 or 6.

1022
1023 c. Each teacher shall document their professional growth plan on Form 5-
1024 Focused Professional Growth Plan and their student growth goal for components
1025 SG-3.1 and SG-3.2 or SG-6.1 and SG-6.2, on Form 2-Student Growth Goals.
1026

1027 3. Goal Setting.

1028
1029 a. A Focused Evaluation professional growth plan and related activities need to be
1030 tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses
1031 criterion 3, 6, or 8 a student growth evaluation component is included within that
1032 criterion. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also choose
1033 to complete the student growth components in criterion 3 or 6.
1034

1035 b. The professional growth plan and activities shall be proposed by the teacher at
1036 the Focused Cycle Conference-1 (FCC-1), but must be approved by the evaluator.
1037

1038 c. A group of teachers may focus on the same evaluation criteria and share
1039 professional growth plans and/or activities. This collaboration should be initiated
1040 by the teacher(s) and no individual shall be required to work on a shared goal or
1041 plan. Group members will still receive individual summative scores based on
1042 evidence of their own professional practice.
1043

1044 d. The role of the evaluator is to assist the teacher in developing the professional
1045 growth plan and then to assist in its implementation, particularly by making
1046 reasonable efforts to provide the resources to implement the plan. Resources may
1047 include, but are not limited to: time, materials, facilitation, and or professional
1048 development.
1049

1050 e. The score received on the selected criterion, including the student growth
1051 components, is the score assigned as the final evaluation summative score, using
1052 the Criteria scoring method. A score of Level 1-Low in the student growth
1053 component SG 3.2 or SG 6.2 will trigger a student growth inquiry.
1054

1055 4. Focused Cycle Conference 1 (FCC-1)

1056
1057 a. The Focused Cycle Conference 1 (FCC-1) shall be held before October 15th
1058 and prior to any scheduled observations of the teacher.
1059

1060 b. The purpose of FCC-1 will be to discuss the employee's professional growth
1061 plan for the year, including student growth goals and potential evidence/artifacts to be
1062 collected throughout the year to facilitate the scoring of the selected criteria. Employees
1063 working together on a shared professional growth plan may elect to meet with the
1064 evaluator as a group.
1065

1066 c. At this conference, the evaluator shall review and suggest necessary revisions
1067 to the professional growth plan, as well as discuss possible resources that may be
1068 allocated to support the plan and related activities.
1069

1070 d. The professional growth plan must meet the evaluator's approval no later than
1071 October 31st. If the professional growth plan is not approved by October 31st the
1072 employee will be moved to the Comprehensive Evaluation Cycle for that school year.
1073

1074 5. The First Observation

1075
1076 a. The first of at least two (2) required observations shall be scheduled by the
1077 teacher in advance and conducted after October 1st and before December 18th; it must
1078 take place after the FCC-1. The first observation shall be a minimum of thirty (30)
1079 continuous minutes in duration or the observation may be thirty (30) non-continuous
1080 minutes within a ten (10) day period; when possible, the evaluator will attempt to observe
1081 a complete lesson.

1082 b. No pre- or post-observation conference is required. A pre-observation
1083 conference may be requested by the teacher. A post-observation conference may be
1084 requested by either the employee or evaluator.
1085

1086 c. If the Focused professional growth plan is linked to criteria 4, 7, or 8, the
1087 observations need not be limited to the classroom, but may take place in any professional
1088 setting, such as a staff meeting or parent-student-teacher conference.
1089

1090 d. A series of brief observations conducted with a period of ten (10) days may be
1091 considered a single observation and documented in a single written observation report
1092 provided to the teacher within three (3) days of the observation
1093

1094 e. The evaluator will promptly document the required observations using Form 3-
1095 Observation Report and provide a copy to the employee within three (3) days of the
1096 observation. This report will include the first initial performance level scoring on the
1097 components observed.
1098

1099 (1) Criteria or components not observed shall not be negatively construed
1100 except in a situation where a skill/practice should have been employed during the
1101 observation and was not employed.
1102

1103 (2) It is neither necessary, nor likely possible, to address all components
1104 within the context of one observation.
1105

1106 f. After receiving the observation documentation/report, the teacher may provide
1107 to the evaluator additional artifacts/evidence related to the observation to aid in the
1108 assessment of the teacher's professional performance against the 2013 CDIF rubric and
1109 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-

1110 Artifact Checklist. If applicable and possible, this evidence shall be provided at least one
1111 (1) day prior to the post-observation conference.

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1115 6. Focused Cycle Conference 2 (FCC-2)

1116

1117 a. The Focused Cycle Conference 2 (FCC-2) will be conducted between January
1118 5th and February 28th.

1119

1120 b. During the FCC-2, the evaluator and employee will discuss progress on the
1121 professional growth plan and related activities, check assumptions, and discuss any
1122 additional needed support or resources. Employees working together on a shared
1123 professional growth plan may elect to meet with the evaluator as a group.

1124

1125 7. The Second Observation

1126

1127 a. The second of at least two required observations may be unscheduled. It shall
1128 be conducted after January 15th and before May 1st. It must take place after FCC-2, and
1129 shall be a minimum of thirty (30) minutes in duration or the observation may be non-
1130 continuous within a ten (10) day period; when possible, the evaluator will attempt to
observe a complete lesson.

1131

1132 b. This observation will not take place during a half day schedule or on the last
1133 student day before spring break.

1134

1135 c. No pre- or post-observation conference is required. A pre-observation
1136 conference may be requested by the teacher. A post-observation conference may be
1137 requested by either the employee or evaluator.

1138

1139 d. If the Focused professional growth plan is linked to criteria 4, 7, or 8, the
1140 observations need not be limited to the classroom, but may take place in any professional
1141 setting, such as a staff meeting or parent-student-teacher conference.

1142

1143 e. A series of brief observations conducted with a period of ten (10) days may be
1144 considered a single observation and documented in a single written observation report
1145 provided to the teacher within three (3) days of the observation

1146

1147 f. The evaluator will promptly document the required observations using Form 3-
1148 Observation Report and provide a copy to the employee within three (3) days of the
1149 observation. This report will include the second initial performance level scoring on the
1150 components observed.

1151

1152 (1) Criteria or components not observed shall not be negatively construed
1153 except in a situation where a skill/practice should have been employed during the
observation and was not employed.

1154

1155 (2) It is neither necessary, nor likely possible, to address all components
1156 within the context of one observation.

1157
1158 g. After receiving the observation documentation/report, the teacher may provide
1159 to the evaluator additional artifacts/evidence related to the observation to aid in the
1160 assessment of the teacher's professional performance against the 2013 CDIF rubric and
1161 evaluative criteria. The evidence provided by the teacher shall be included on Form 4-
1162 Artifact Checklist. If applicable and possible, this evidence shall be provided at least one
1163 (1) day prior to the post-observation conference.

1164 8. Additional observations

1165
1166 a. Additional observations may be necessary to collect further evidence of the
1167 teacher's professional practice related to the eight evaluative criteria. These observations
1168 are not required to be pre-scheduled, do not have to be in the classroom, and can include
1169 anything the teacher may do that is directly observed in a professional setting by the
1170 teacher's evaluator. The teacher must know they are being observed and these
1171 observations must be a minimum of ten (10) minutes in length.

1172
1173 b. A series of brief observations conducted within a period of ten (10) days may
1174 be considered a single observation and documented in a single written observation report
1175 provided to the teacher within three (3) days of the observation.

1176
1177 c. Any observation to be used in the PG&E process as evidence must be
1178 documented, and a written observation report provided to the teacher within three (3)
1179 days of the observation.

1180
1181 d. Any time after an additional observation a teacher may request a post-
1182 observation conference to discuss the written observation report.

1183 9. Electronic artifacts

1184
1185 a. All observations shall be conducted openly and in person.

1186
1187 b. Mechanical or electronic devices shall not be used to listen to, record and/or
1188 photograph any class or observable activity without the prior knowledge and written
1189 consent of the teacher. Written consent must be given for each incidence of mechanical
1190 or electronic listening, recording and/or photographing. If any electronic audio and/or
1191 visual recordings are made, they shall be retained as artifacts in an electronic file, within
1192 the evaluative process.

1193 10. Artifact submission

1199 a. The teacher and evaluator will collect and share artifacts and evidence to aid in
1200 the assessment of the teacher’s professional performance against the instructional
1201 framework rubric, especially for those criteria not observed in the classroom.
1202

1203 b. The artifacts provided by the teacher shall be used, along with other evidence
1204 collected by the principal, to determine the evaluation criteria scores.
1205

1206 c. With few exceptions, artifacts should not be created specifically for the PG&E
1207 system, but should be a “natural harvest” of products generated in the course of the
1208 teacher’s practice.
1209

1210 d. Emphasis should be placed on the collection of a small number of high quality
1211 artifacts demonstrating teacher performance, rather than upon the quantity of artifacts
1212 submitted.
1213

1214 11. Focused Summative Evaluation

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1216 a. A written summative evaluation, including a final summative score, must be
1217 completed using Appendix H, Final Summative Evaluation Report and a copy provided to
1218 the teacher prior to June 15th, or the last day of school, whichever is earlier. The final
1219 summative score, including the student growth score, must be determined by an analysis of
1220 evidence. The score received on the selected criterion will be shared with the teacher.
1221 His/her actual score will be the summative score from the most recent comprehensive
1222 evaluation unless he/she provide evidence of exemplary practice on the chosen focused
1223 criterion, where a level 4 (Distinguished) score may be awarded by the evaluator, for that
1224 school year.
1225

1226 b. All evidence, measures, and observations used in developing the summative
1227 evaluation score, must be based on the school year in which the evaluation is conducted
1228 and must be documented using the procedures contained within this Article.
1229

1230 c. The teacher will sign two (2) copies of the Focused Final Summative
1231 Evaluation Report. The signature of the teacher indicates receipt and does not necessarily
1232 imply that the employee agrees with the report’s content.
1233

1234 d. A signed copy of the Focused Final Summative Evaluation Report shall be
1235 placed in the employee’s personnel file; the other shall remain with the employee. The
1236 teacher may attach any written comments to the summative evaluation report, if
1237 submitted within thirty (30) days of receipt of the report.
1238

1239 12. Summative Focused Evaluation Conference, Focused Cycle Conference 3 (FCC-3)

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1241 a. The Focused Cycle Conference 3 (FCC-3) will occur subsequent to the
1242 preparation of the Summative Focused Evaluation Report and prior to the last day of
1243 school.

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

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

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

2. Support

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

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

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

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

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

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

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

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

(e) Additional supports may be discussed and added by mutual agreement of the teacher and evaluator.

1289
1290 (3) No documentation related to the Professional Support Plan shall be
1291 placed in the employee's personnel file.
1292

1293 Section L. Probation:
1294

1295 1. At any time after October 15th, an employee who is identified as Not Satisfactory
1296 according to RCW 28A.405.100, shall be placed on probation and notified in writing of the
1297 specific areas of deficiency and provided a written, reasonable plan of improvement.
1298

1299 2. Probation
1300

1301 a. An employee's performance is judged Not Satisfactory, and the employee will
1302 be placed on probation, when:
1303

1304 (1) The overall comprehensive summative evaluation score is Level 1-
1305 Unsatisfactory; or
1306

1307 (2) A continuing contract teacher, under RCW 28A.405.210, with more
1308 than five (5) years of teaching experience, receives a Comprehensive Summative
1309 Evaluation score of Level 2-Basic for the second time in the last three (3)
1310 years.
1311

1312 b. Teachers may only be placed on probation using the Comprehensive
1313 Summative Evaluation score determined by the Comprehensive Cycle.
1314

1315 c. Teachers on continuing contracts who have been assigned to teach outside of
1316 their endorsements shall not be subject to non-renewal or probation based on evaluations
1317 of their teaching effectiveness in the out-of-endorsement assignments.
1318

1319 d. In the event that a teacher merits probation, the evaluator shall report the same
1320 in writing to the Superintendent. The report shall include the following:
1321

1322 (1) The evaluation report; and
1323

1324 (2) A recommended specific and reasonable program designed to assist
1325 the employee in improving his or her professional performance.
1326

1327 e. If the Superintendent concurs with the administrator's judgment that the
1328 performance of the employee is Not Satisfactory, the Superintendent shall place the
1329 teacher in a probationary status for a period of sixty (60) days, any time after October
1330 15th. Before being placed on probation, the Association and the teacher shall be given
1331 notice of action from the Superintendent which shall contain the following
1332 information:
1333

1334 (1) Specific areas of performance deficiencies identified from the
1335 instructional framework;

1336 (2) A suggested specific and reasonable program for improvement;

1337 (3) A statement indicating the duration of the probationary period and that
1338 the purpose of the probationary period is to give the teacher the opportunity to
1339 demonstrate improvement in his or her areas of deficiency.
1340
1341

1342
1343 f. Upon request from the teacher and/or principal, the Superintendent or designee
1344 shall consider an extension of the probationary period. Days may be added to the
1345 probationary status if deemed necessary to complete a program for improvement and
1346 evaluate the probationer's performance, as long as the probationary period is concluded
1347 before May 1st of the same school year. In addition, the probationary period may be
1348 extended into the following school year if the teacher has more than five (5) years of
1349 teaching experience and the final summative rating as of May 15th is Level 1-
1350 Unsatisfactory.

1351
1352 g. A written probationary plan of improvement will be developed and will
1353 include the specific evaluative criteria which must be met and the performance
1354 expectations which will be used to determine the teacher's success or failure. The plan
1355 will include a system for periodic feedback during the term of probation, supports
1356 provided and funded by the district, and the dates those supports will be put in place. A
1357 minimum level of support will include:

1358
1359 1. An instructional coach, experienced with the level (e.g. elementary,
1360 middle, secondary) of the probationary teacher and trained in the Charlotte
1361 Danielson frameworks, to work with the probationary teacher for up to 45 hours
1362 during the probationary period.

1363
1364 2. At least three (3) days of release time to observe and/or be observed
1365 by other teachers in the district.

1366
1367 3. A second in-district administrator to observe the probationary teacher,
1368 at the request of the teacher.

1369
1370 4. Relevant professional development courses, conferences, and/or
1371 materials, upon request, up to \$1000.00.

1372
1373 5. Access to online training materials related to the 2013 CDIF
1374 evaluation frameworks.

1375
1376 6. The Association may bring in a mentor to assist the teacher during
1377 his/her probationary period.
1378

1379 h. Evaluation During the Probationary Period
1380

1381 1. At, or about, the time of the delivery of a probationary letter, the
1382 evaluator shall hold a conference with the probationary teacher to discuss
1383 performance deficiencies and the remedial measures to be taken.
1384

1385 2. During the probationary period the evaluator shall observe and meet
1386 with the probationary teacher at least twice a month, and make a written
1387 evaluation of the progress, if any, made by the employee. These reports must
1388 meet the requirements specified in this Article.
1389

1390 3. The probationary teacher may be removed from probation at any time
1391 if he or she has demonstrated improvement to the satisfaction of the evaluator in
1392 the areas of concern specifically detailed in his or her notice of probation, and his
1393 or her overall performance is deemed satisfactory.
1394

1395 4. The probationary teacher may request that an additional certificated
1396 evaluator become part of the probationary process and the request must be
1397 granted. This evaluator will be jointly selected by the district and the Association
1398 from a list of evaluation specialists compiled by the ESD.
1399

1400 i. A teacher must be removed from probation if he or she has demonstrated
1401 improvement in the areas of concern described as deficient, and his or her overall
1402 performance is deemed satisfactory. The teacher must be removed if he/she has five (5)
1403 or fewer years of experience and scores a Level 2-Basic or above, and a teacher of more
1404 than five (5) years of experience scores a Level 3 Proficient or above on his or her
1405 summative annual evaluation.
1406

1407 j. Lack of necessary improvement during the established probationary period, as
1408 specifically documented in written notification to the probationer and the Association,
1409 constitutes grounds for a finding of probable cause under RCW 28A.405.300 or
1410 28A.405.210.
1411

1412 k. The evaluator shall submit a written report to the Superintendent at the end of
1413 the probationary period which shall a). identify whether or not the performance of the
1414 probationary teacher has improved and b). set forth one (1) of the following
1415 recommendations for further action:
1416

1417 (1) That the teacher has demonstrated sufficient improvement in the stated areas
1418 of deficiency to justify the removal of the probationary status; or
1419

1420 (2) That the teacher has demonstrated sufficient improvement in the stated areas
1421 of deficiency to justify the removal of the probationary status and identifying areas where
1422 further improvement is required; or
1423

1424 (3) That the teacher has not demonstrated sufficient improvement in the stated
1425 areas of deficiency and action should be taken to non-renew the employment
1426 contract of the teacher.

1427
1428 I. Action by the Superintendent

1429
1430 (1) Following a review of the Post-Probation report, the Superintendent shall
1431 determine and implement the proper course of action.

1432
1433 (2) An employee who fails to successfully complete the probation process may
1434 have his or her probationary period extended at the discretion of the Superintendent,
1435 provided he or she has not received a summative evaluation rating of Level 1-
1436 Unsatisfactory for two years in a row.

1437
1438
1439 Section M. Non-Renewal (Discharge):

1440
1441 1. When a continuing contract teacher with five (5) or more years of experience receives
1442 a comprehensive summative evaluation rating of Level 1-Unsatisfactory for two (2) consecutive
1443 years, or received the rating of Level 1- Unsatisfactory twice within three years, and has
1444 completed the minimum 60-day probationary period without improvement, the District shall, no
1445 later than May 15th, implement the teacher notification of non-renewal (discharge) as provided in
1446 RCW 28A.405.300. An employee shall not be non-renewed for evaluation issues without a
1447 probationary period. Provisional employees are excluded from probation.

1448
1449
1450 2. An employee who receives a written notice of probable cause for non-renewal or
1451 discharge by the Superintendent, in accordance with this Article, shall have ten (10) days
1452 following receipt of said notice to file any notice of appeal.

1453
1454 Section N. Provisional Employees:

1455
1456 1. Before non-renewing a provisional employee, the evaluator shall have made good faith
1457 efforts, beyond the minimum requirements of the evaluation process to assist the teacher in
1458 making satisfactory progress toward remediating deficiencies.

1459
1460 2. If, after the first ninety (90) days of the school year, an evaluator believes a provisional
1461 teacher may receive less than a Level 2 – Basic rating on their final summative evaluation,
1462 written notice shall be provided to the teacher and the Association prior to March 1st, or within
1463 twenty (20) days of the employee’s 60th day of employment, if the employee is new to the
1464 District (hired after the beginning of the school year).

1465
1466 3. Any notification of non-renewal shall be received no later than May 15th, as provided
1467 in RCW 28A.405.220

1468

1469 Section O. Evaluation Results:

1470 1. Evaluation results shall be used:

1471
1472
1473 a. To acknowledge, recognize, and encourage excellence in professional
1474 performance. The district must publicly recognize all employees receiving a Level
1475 4-Distinguished Comprehensive Summative Evaluation Performance Rating.

1476
1477 b. To document the level of performance by an employee in his or her assigned
1478 duties.

1479
1480 c. To identify specific areas for an employee's professional growth, based on the
1481 criteria included on the evaluation.

1482
1483 d. To document performance by an employee evaluated as Level 1-
1484 Unsatisfactory in accordance with this Article.

1485
1486 e. To be used as one of multiple factors in personnel decisions in accordance with
1487 this Article.

1488
1489 2. Evaluation results shall not be used to determine any type of base or additional
1490 compensation.

1491

1492 ARTICLE V. STAFF REDUCTION AND RECALL

1493 Section A. Board Determination of Program:

1494 Prior to May 15, of each year, the Board shall determine whether the financial resources of the
1495 District will be adequate to permit the District to maintain its educational programs and services
1496 substantially at the same level for the next school year. If the Board determines that financial
1497 resources are not reasonably sufficient for the following school year, the Board shall adopt a
1498 modified educational program and identify those employees who will be retained to implement
1499 such a modified program, and those employees, if any, whose contracts will not be renewed for
1500 the next school year. In the event the Board determines that financial resources will not be
1501 sufficient to maintain the educational program at the same level, the Board shall notify the
1502 Association in writing of such determination as soon thereafter as possible. An outline of the
1503 District's anticipated financial condition will be included with said notification.

1504 Section B. Criteria for Modified Program:

1505 If the District adopts a modified or reduced educational program because of lack of financial
1506 resources, the following guidelines shall determine the programs and services to be retained,
1507 modified or eliminated.

- 1508 1. The needs of the students, requirements for graduation, requirements for
1509 accreditation, and minimum program requirements under state laws and regulations.
- 1510 2. Where revenues are categorical and depend upon actual expenditure rather than
1511 budgeted amounts, every effort will be made to maintain such programs, where
1512 reasonable, to the limit of the categorical support (i.e., vocational education, federally
1513 supported programs).
- 1514 3. Maintenance of pupil-teacher ratios at levels conducive to good learning climate. The
1515 severance of employees will be minimized to the extent possible.
- 1516 4. Reduction in expenditures, where reasonable and not categorically funded, in capital
1517 outlay, supplies and materials, contractual services and travel in an effort to retain as
1518 much of the basic educational program as possible within the resources available.

1519 Section C. Selection of Employees:

1520 In adopting a reduced educational program which will require reduction, modification or
1521 elimination of positions involving employees, the employees required to implement the modified
1522 or reduced educational program or services shall be selected as provided below.

- 1523 1. Normal Turnover: The District shall determine the number of certificated positions
1524 which will be open as a result of:
- 1525 (a) voluntary or mandatory retirements;
 - 1526 (b) normal resignations;
 - 1527 (c) other transfers; and
 - 1528 (d) leaves of absence.
- 1529 2. Certification: Employees retained to implement the modified or reduced educational
1530 program shall possess a valid Washington State certificate/endorsement as may be
1531 required.
- 1532 3. Majors and Minors: Employees eligible for retention must have the equivalent of a
1533 college major or minor in a particular area, or two (2) years teaching experience in a
1534 particular area within the last five (5) years. Employees with college minors shall be
1535 eligible for retention in those minor areas if the employee has taught in said area for two
1536 (2) years within the last five (5) years.
- 1537 4. Groupings: Employees will be grouped district-wide first (1st) in the following
1538 categories:
- 1539 (a) Elementary, Grades Kindergarten through five (5);
 - 1540 (b) Middle School, grades six (6) through eight (8);
 - 1541 (c) Secondary, grades nine (9) through twelve (12).

1542 Employees will then be grouped by education specialties within the above division.
1543 Specialties are defined as normally accepted academic major and/or minor fields.

1544 5. Seniority: When more than one (1) employee qualifies for a position under the above
1545 criteria, the employee with the greatest seniority shall be retained first (1st). Seniority
1546 shall be determined by:

1547 a) First, the total number of years of certified teaching experience in the State of
1548 Washington.

1549 b) Second, the total number of years of certified teaching in the Soap Lake
1550 School District.

1551 c) Third, the total number of years of certified teaching experience.

1552 If it is necessary to give notice of non-renewal to employees under these procedures, the
1553 District shall prepare and distribute to all employees, prior to implementation thereof, a
1554 list ranking each employee from the greatest to the least seniority in each specialty area
1555 for which they qualify.

1556 Section D. Re-Employment Pool:

1557 1. Re-employment: All employees who are not recommended for retention in
1558 accordance with these procedures, and who are given notice of non-renewal of contract,
1559 shall be placed in a re-employment “pool” for possible re-employment for a period of two
1560 (2) years. Re-employment pool personnel will be given first opportunity to fill open
1561 positions within their qualifications under the guidelines herein. Members of the “pool”
1562 shall have first (1st) priority for substitute positions for which they are qualified.

1563 2. Notice of re-employment: When a vacancy occurs for which any person in the re-
1564 employment pool is qualified, notification from the District to such individual will be
1565 made by certified mail or personal contact by the Superintendent or his designee. Such
1566 person will have ten (10) calendar days from receipt of the letter or from the date of
1567 personal contact to accept the position.

1568 3. Failure to Accept an Offer of Employment: If an employee in the re-employment
1569 pool fails to accept a continuing position for which he/she is eligible, pursuant to the
1570 criteria set forth, such individual shall be dropped from the re-employment pool.

1571 4. Continuation of Insurance: Certificated personnel within the re-employment pool may
1572 pay their total medical insurance premiums to the District, and in turn, the District will
1573 forward the money to the appropriate medical payment center so that the member of the
1574 re-employment pool and/or their dependents will be included within the group medical
1575 insurance to the extent permitted by the insurance carrier.

1576 5. Retention of Rights: All rights accumulated by the employee prior to being placed in
1577 the re-employment pool shall be retained by the employee upon his/her return to active
1578 employment. Any credit for any education acquired during that two (2) years shall be
1579 granted. Acceptance of continuing employment as an employee in any other school

1580 district during that year shall constitute an automatic termination of placement in the re-
1581 employment pool.

1582 Section E. Miscellaneous:

1583 1. Judicial Relief: Notwithstanding the other sections of this Article, the Association
1584 retains the right to pursue judicial relief pursuant to RCW 28A.405.380.

1585 2. Exception: Employees who otherwise qualify to be members of the bargaining unit,
1586 under the 20/30 day substitute rule set out in Article I, Section B (Recognition), shall
1587 be exempted from the provisions of Article V. In the event of a RIF, the intention of
1588 the Parties shall be to retain regular bargaining unit member before retaining 20/30
1589 rule employees.

1590

1591

ARTICLE VI. INSTRUCTION

1592 Section A. Academic Freedom:

1593 Pursuant to Washington law, the district has the final authority and responsibility to develop and
1594 adopt courses of study and lists of instructional materials. The parties adhere to the principle of
1595 the employee's freedom to provide supplemental materials and to think and express ideas and
1596 concepts on issues, including controversial issues, when such are germane to the District's
1597 instructional program, and when related to subject matter in a given grade level. Employees will
1598 use professional judgment in determining the appropriateness of the issues presented, taking into
1599 consideration the Parties' commitment to the democratic tradition; a concern for the rights,
1600 growth and development of students; objective scholarship; and recognition of the maturity level
1601 of students. Further, the Parties agree that the district's schools are not the appropriate forum for
1602 the expression of personal, religious or political views for the militant advocacy of any particular
1603 cause or point of view.

1604 Section B. Work Load and Class Size:

1605 1. Class size:

1606 a. The District shall maintain class size as follows:

1607	Kindergarten (K)	twenty-four (24)
1608	First Grade (1)	twenty-four (24)
1609	Second Grade (2)	twenty-four (24)
1610	Third Grade (3)	twenty-seven (27)
1611	Fourth Grade (4).....	twenty-seven (27)
1612	Fifth Grade (5)	twenty-seven (27)

1613

1614 Except in traditionally large classes such as physical education, choir and band.
1615 For Elementary Specialists (Music, PE) the class size shall be limited to thirty-
1616 eight (38) students.

1617	Sixth Grade (6).....	twenty-nine (29)
1618	Seventh Grade (7)	twenty-nine (29)
1619	Eighth Grade (8).....	twenty-nine (29)
1620	MS PE (6-8)	thirty-five (35)
1621		
1622	High School, Ninth (9)-Twelfth (12).....	thirty (30)
1623	HS PE (9-12).....	thirty-five (35)
1624		
1625	Primary split (1/2)	twenty-two (22)
1626	Primary split (2/3)	twenty-two (22)
1627	Intermediate split (3/4).....	twenty-four (24)
1628	Intermediate split (4/5).....	twenty-four (24)

- 1629 2. Overload Procedure: Prior to any class exceeding class size and the above limits (one
1630 (1) student less than the maximum) the building principal, and affected employee shall
1631 meet in a good faith effort to resolve the class overload. The overload plan may include:
- 1632 a) A transfer of student(s)
 - 1633 b) Adding a class and employee time
 - 1634 c) A stipend to the affected employee as follows:
 - 1635 1) For K-5th grade classes - \$16.00 per overload student per day
 - 1636 enrolled
 - 1637 2) For 6th – 12th grade classes - \$4.00 per overload student per class
 - 1638 period enrolled
 - 1639 d) Additional aide time in the affected employee’s class as follows:
 - 1640 1) For K-5th grade classes–One (1) hour per student per day overload
 - 1641 2) For 6th – 12th grade classes – One half (1/2) hour per student per
 - 1642 class period enrolled, to coincide with the period of overload as
 - 1643 much as practical.
 - 1644 e) Creating a split classroom
 - 1645 f) For Elementary Specialists: Create a rotating class roster where there are
 - 1646 no more than the maximum class size physically in the classroom during
 - 1647 the class period but may have more on the class roster for grading
 - 1648 purposes

1649

1650 A copy of the agreed upon overload plan will be provided to SLEA.

1651 If an overload occurs in a classroom containing two (2) or more special needs students the
1652 teacher will be given one (1) hour of aide time per day per student. A special needs
1653 student is any student who has been qualified for Special Education and is on an IEP, or
1654 testing “none” or “limited proficiency” in grades K-2 on an English proficiency test, or
1655 any student who has been qualified for Special Education or testing “none” in grades 3-12
1656 on an English proficiency test.

- 1657 3. Additional Workload: In the rare circumstances that a full-time employee agrees to
1658 teach a class in lieu of their scheduled plan time, the employee shall be issued a
1659 supplemental contract that shall provide the following:
- 1660 a. Payment equal to one-seventh (1/7) of the employee's annual contract
- 1661 b. One additional personal day of leave
- 1662 4. When a teacher's room assignment is changed, the teacher shall be paid two days per
1663 diem.
- 1664 5. For Secondary Teachers: Each class period shall be assigned one subject, unless it is
1665 deemed practical and necessary by the teacher and the principal. If more than one
1666 subject is assigned in one period, a clear objective plan will be in place.
- 1667
- 1668 6. Special Education: The primary special education teacher who is responsible for
1669 writing IEPs and/or Washington Access to Instruction and Measurement (WA-AIMS
1670 Portfolio) for their students, shall be paid a stipend equal to one (1) hour at their per diem
1671 rate of pay per completed IEP and/or one (1) hour at their per diem rate per WA-AIMS
1672 Portfolio completed. For each IEP there will be no more than one primary special
1673 education teacher. To be eligible for payment, IEP must be compliant with special
1674 education law and approved by the Special Education Director. Employees will be paid
1675 with the July paycheck based on the actual number of IEPs completed during the school
1676 year.
- 1677
- 1678 7. Special Education Stipend: The special education teacher will receive one (1) two-
1679 hundred and fifty dollar (\$250) stipend per semester per intensive support student that
1680 they provide instructional planning. Teachers will turn in a time sheet in October and
1681 March. Stipends will be paid in November and April. An intensive support student will
1682 be defined as a student who receives specially designed instruction/support outside of the
1683 general education setting for eighty-five percent (85%) of his/her day.

1684 Section C. Plan Time:

- 1685 1. Scheduling: Annual class scheduling shall involve staff input and shall be tentatively
1686 completed by the end of the current school year with the elementary K- five (5) having
1687 first priority to specialist time. When it is necessary for a specialist to travel from one
1688 building to another, ten (10) minutes of travel time will be added to the specialist's
1689 schedule to allow for this. Staff input shall be solicited from representatives of both
1690 primary and intermediate grade levels.
- 1691 2. Elementary: All elementary Kindergarten through fifth (5) grade employees shall be
1692 guaranteed and shall have scheduled no less than two-hundred-ten (210) minutes per
1693 contract week, which shall be in blocks of time of no less than thirty (30) minutes for
1694 planning purposes.

- 1695 3. Middle School: All middle school certified employees six (6) through eight (8) shall
1696 have scheduled no less than one (1) class period per contract day for planning purposes.
- 1697 4. Secondary: All secondary (9-12) employees shall have scheduled no less than one (1)
1698 class period per contract day for planning purposes.
- 1699 5. Specialists: All specialists will be given plan time directly proportional to the amount
1700 of time she/he is assigned to each grade category (elementary, middle school, high
1701 school). The plan time does not have to be scheduled in conjunction with time assigned to
1702 each grade category but may be scheduled at one or more times during the day.
- 1703 6. Use: The use of plan time shall be for professional purposes. Plan time may not be
1704 used for the purpose of staff meeting unless agreed upon by the affected teachers.
- 1705 7. Loss of Plan Time: Employees that lose their plan time, due to such things as
1706 scheduled events or emergent substitution needs, shall be paid their per diem rate.
- 1707 8. Bar: The thirty (30) minutes before students arrive and the thirty (30) minutes after
1708 students depart is not to be computed as a part of the plan time defined above, but is to be
1709 used by employees as conference time with students and parents (as required by law),
1710 additional plan time, time for giving students extra assistance, other conferences,
1711 consultations, faculty meetings, supervision and similar professional purposes.
- 1712 9. Part-Time Employees: Part-Time employees shall be granted plan time proportionate
1713 to the amount of time they are assigned at each grade level.

1714 Section D. Student Discipline:

- 1715 1. Distribution of Board Policies: No later than September 15, of each school year, the
1716 principals shall distribute to and review with employees' policies on student
1717 discipline. The review shall provide opportunity for discussion of federal and state
1718 laws concerning student discipline and employees' rights and responsibilities related
1719 hereto.
- 1720 2. District Support: The Administration and Board shall support and uphold employees
1721 in their implementation and enforcement of the Board's student discipline policy.
- 1722 3. Referrals: Whenever employees make referrals for discipline, special education,
1723 testing or other reason, a copy of such referral shall be given to the principal.
1724 Principals shall assure that all such referrals shall be given a written response in a
1725 timely fashion.
- 1726 4. Refer to District Policy and Procedure 3241/3241P

1727 Section E. The District Staff Development Joint Committee:

- 1728 1. Responsibility: The Parties shall establish a District Staff Development Joint
1729 committee (SDC) which shall, in cooperation with the Superintendent, be charged
1730 with the responsibility to:
- 1731 a. Conduct an annual District Staff Development Needs Assessment.
 - 1732 b. Make staff development program and expenditure recommendations.
 - 1733 c. Evaluate all current and new staff development programs within the District.
 - 1734 d. Encourage responsible staff development among employees.
 - 1735 e. Coordinate staff development plans and programs between and among
1736 buildings.
 - 1737 f. Assure the communication of staff development opportunities to employees.
 - 1738 g. Coordinate the in-service days in order to assure that each employee has
1739 appropriate in-service opportunities available.
 - 1740 h. Other such responsibilities as the Parties may from time to time determine.
- 1741 2. Committee Makeup: The SDC shall be made up of one (1) high school employee, one
1742 (1) special education employee, one (1) representative from junior high and one (1)
1743 representative from elementary, who shall be selected by the Association; and two (2)
1744 administrators who shall be selected by the Superintendent. The committee shall
1745 name its own chair, who shall be an employee.
- 1746 3. Released Time: The District may provide released time during the regular employee
1747 work day in order that the SDC may meet and complete its work at no extra cost in
1748 time or money to the members of the committee or to the District, except by mutual
1749 agreement.

1750 Section F. Non-Teaching Duties:

- 1751 1. Playground Supervision: Employees shall not be required to supervise playgrounds.
1752
- 1753 2. End of the Year Check-Out: Building Administrators shall prepare a checklist for
1754 each building to help staff prepare for the end of the year. These checklists and
1755 preparations shall not include moving furniture unless the employee mutually agrees.
1756 These checklists may include, but are not limited to, the following:
- 1757 a. List of repair/maintenance requests
 - 1758 b. List of requisitions and requisition forms
 - 1759 c. Classroom inventory, including technology, furniture, and textbook items
 - 1760 d. Grade book
 - 1761 e. Plan book
 - 1762 f. Keys, if requested by the building administrator

1763
1764 Room Condition:

- 1765 a. When departing on Winter Break, Spring Break, or Summer Break, the employees
1766 will leave their classroom ready to use as a classroom.

1767 (1) Furniture will be in its normal position.

- 1768 (2) Employee owned items may remain in the room.
- 1769 b. During Winter Break, Spring Break, or Summer Break the District may utilize the
1770 classroom as necessary.
- 1771 c. The District will ensure the classroom is ready to use as a classroom on the day
1772 employees return from Winter Break and Spring Break, and one week prior to the day
1773 employees return from Summer Break.
1774
- 1775 3. Beginning of the Year Check-In: Employees will receive the following upon their
1776 return:
- 1777 a. Report on the status of repair/maintenance requests
 - 1778 b. Report on the status of requisitions and requisition forms
 - 1779 c. Classroom inventory, including technology, furniture, and textbook items
 - 1780 d. Grade book
 - 1781 e. Plan book
 - 1782 f. Keys, if they had been requested by the building administrator

1783 Section G. Classroom Visitation:

1784 To provide citizens of the District the opportunity to visit classrooms with the least interruption
1785 to the teaching process, the following guidelines are set forth:

- 1786 1. Approval Required: All visitors to a school and/or Classroom shall obtain the
1787 approval of the principal, and if the visit is to a classroom, the time will be arranged
1788 after the principal has conferred with the teacher.
- 1789 2. Opportunity for Conference: The teacher shall be afforded the opportunity to confer
1790 with the classroom visitor before and/or after the visitation.
- 1791 3. Unauthorized Visits: Unauthorized visits to classrooms will not be considered a
1792 breach of this section by the district.

1793 Section H. Mentor Teachers:

- 1794 1. Purpose: The District shall provide a Mentor Teacher Intervention Program to the
1795 extent funded by the State for new employees, as follows:

- 1796 The New Employee Mentor Teacher Intervention Program shall be to:
- 1797 a. Assist beginning employees to become familiar with textbooks, student
1798 learning objectives, instructional materials, and orientation to buildings, etc.
 - 1799 b. Help employees develop collegial relationships with other staff members.
 - 1800 c. Provide opportunities to discuss experiences in classroom management, seek
1801 new ideas and alternative strategies for instructional presentations, and to
1802 receive encouragement and feedback.

- 1803 2. Voluntary: The Mentor Teaching Program shall be voluntary. The District shall not
1804 require any employee to apply for selection. Selection shall be based upon:
1805 a. Demonstration of effective teaching skills.
1806 b. A good understanding and perspective of District and building policies,
1807 procedures and programs.
1808 c. A high level of professional development.
1809 d. Demonstration of good communication skills.
1810 e. Creativity.
1811 f. Is highly regarded by students, staff and community.

1812 Employees making application shall not be discriminated or denied for arbitrary or
1813 capricious reasons.

- 1814 3. Compensation: Selected mentor teachers shall be placed on a supplemental contract
1815 and paid according to the State stipend.

- 1816 4. Participation: Employees shall participate in the Teacher Mentor program activities
1817 with mutual consent of the District or building administrator from September 1
1818 through May 1. Activities may include in-service and/or classroom observations. In
1819 addition, the employees shall:

- 1820 *Record reactions to Teacher/Mentor activities.
1821 *Meet with the building administrator once a month for the purposes of
1822 monitoring progress.

- 1823 5. Selection: Employees desiring to become mentors shall apply in writing to the
1824 Superintendent or building administrator, with a copy to the Association. Mentor
1825 teachers and new employees participating in said program will be assigned within
1826 grade level or subject first (1st), building then District.

- 1827 6. Evaluation: No participating employee shall be subject to any additional evaluation
1828 not set out in this Agreement. A mentor teacher shall not in any way participate in, or
1829 contribute to, the performance evaluation of a beginning teacher. The Association
1830 shall be involved in any state and/or District evaluation of the Mentor Teacher
1831 Program.

1832 Section I. Conference Time:
1833

1834 Two times per year, near the middle of each semester the District shall dismiss students a
1835 maximum of five (5) one half (1/2) days early to facilitate parent teacher conferences.
1836 These days shall be scheduled by the District and appear on the annual school calendar no
1837 later than the first day of the regular school year. The majority of such early release
1838 afternoons shall be used for parent conferences, with one half day used for an evening
1839 time to complete conferencing. The final day of such early release shall be for employee
1840 comp-time, to compensate for evening conferences.

1841 Section J. Classroom Supervision:

1842 Certified staff shall only be required to supervise one classroom at a time.

1843 Section K. Open House:

1844 Staff will be required to attend one Open House per year to be scheduled during the first week of
1845 school.

1846 Section L. Late Start Mondays:

1847
1848 Professional learning is important for staff. Professional learning communities will be organized
1849 to best meet the needs of each building. Monday morning late starts will be used for professional
1850 growth with an emphasis towards using this time for collaboration.

1851
1852 Each building administrator will work with the teachers and/or leadership team to plan late starts.
1853 The emphasis will be towards collaboration. Collaboration reflection forms will be submitted
1854 upon completion of collaboration and used to document time for clock hours.

1855

1856 ARTICLE VII. LEAVES

1857 Section A. Illness and Disability (Sick) Leaves:

1858 1. Accumulation: At the beginning of each school year, each full time employee shall be
1859 credited with twelve (12) days of Illness, Injury, and Disability Leave, which shall be
1860 referred to hereafter as “sick leave”. Employees who are less than full time shall
1861 receive a prorated portion of such leave. Unused sick leave shall accumulate to the
1862 maximum allowed by law. Each employee’s accumulated sick leave balance will be
1863 made known to him/her on each paycheck stub. Sick leave earned but unused in all
1864 school districts within the State of Washington shall be credited to the employee’s
1865 sick leave account upon employment.

1866 2. Use:

1867 a. Personal Illness, Injury or Disability: The District shall grant sick leave to an
1868 employee when the employee is unable to perform duties because of personal
1869 illness, injury or disability.

1870 b. Maternity: The District shall grant sick leave for pregnancy, child birth and
1871 related temporary disability to employees, to the extent the employee’s
1872 physician certifies the employee’s temporary disability.

1873 Employees requesting maternity leave shall notify the District as early as
1874 possible prior to the beginning of the leave and shall indicate the expected
1875 date of return at the time the leave is requested. Employees shall advise the
1876 District of the exact date of return as soon as that date is known to the
1877 employee.

- 1878 c. Family Illness: The District shall grant sick leave to employees in the event of
1879 illness within the family of the employee.
- 1880 d. Emergency: The District shall grant sick leave to employees in the event the
1881 employee has an emergency, defined as, a problem that has been suddenly
1882 precipitate or is unplanned; or where pre-planning could not relieve the
1883 necessity for the employee's absence.
- 1884 3. Sick Leave Exhaustion: In the event an employee's accumulated sick leave is
1885 exhausted, but more sick leave is required by the employee pursuant to the provisions
1886 set out above, the employee may request and the District shall grant leave without pay
1887 for the period of time needed to return to work or the end of the school year,
1888 whichever is sooner. The employee shall advise the District of the expected duration
1889 of the leave at the time of request for the leave.
- 1890 4. Annual Sick Leave Buy-Back Option: Employees may cash in unused sick leave days
1891 above an accumulation of one-hundred-eighty (180) days at a ratio of one (1) full
1892 day's pay for each four (4) days of accumulated unused sick leave, in February of
1893 each year following any year in which a minimum of one-hundred-eighty (180) days
1894 of sick leave are accumulated. No employee may receive pay for sick leave
1895 accumulated in excess of one (1) day per month.
- 1896 5. Death or Retirement Sick Leave Buy-Back Option: At the time of separation from
1897 District employment due to retirement (as recognized by the Washington State
1898 Teacher's Retirement System, whether or not the employee was a participating
1899 member of the system) or death, an employee or his/her estate shall receive pay for
1900 accumulated but unused sick leave up to a maximum of one-hundred-eighty (180)
1901 days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued
1902 leave for illness or injury.

1903 The monies paid pursuant to this provision shall not be included for the purpose of
1904 computing a retirement allowance under any public retirement system in the State, and
1905 shall be in accordance with the rules and regulations of the Superintendent of Public
1906 Instruction.

1907 Section B. Personal Leave:

- 1908 1. Days Credited: At the beginning of each school year, each full time employee shall be
1909 credited with two (2) days of personal leave with pay. The District shall grant one (1)
1910 additional day after completion of ten (10) years of employment. The District shall
1911 also grant employees an additional one (1) day of personal leave for which the
1912 employee will pay \$150 to the District. The request for purchasing an additional
1913 personal leave day must be submitted to the District office prior to taking the leave.
- 1914 2. Use: Employees shall give as much advance notice as possible when planning to take
1915 personal leave. Personal leave may not be used during any per diem days. Personal

1916 leave may be denied if an excessive number of requests for a given date prevents the
1917 District from hiring an appropriate number of substitute teachers. The personal leave
1918 requests will be granted in the order in which they are received.

1919 3. Accumulation and Cashing Out: Up to three (3) days of unused personal leave may be
1920 carried over to the next year. The notification of carry over shall be submitted to the
1921 District office by the employee no later than May 31st. A maximum of two unused
1922 personal days may be cashed out and will be automatically paid to the employees at
1923 the end of each fiscal year at the flat rate of \$150 per day or \$75 per half day. The
1924 maximum balance for personal leave is six (6) days, excluding the purchased personal
1925 day and the personal day for employees who are contracted during their plan time.
1926 The minimum balance for carryover and/or cash out is one half (1/2) day which is
1927 considered to be four (4) hours.

1928 Section C. Bereavement Leave:

1929 The District shall grant each employee a maximum of five (5) days leave with pay per incident
1930 for absence caused by death or serious illness in the employee's immediate family. The term
1931 "immediate family" shall mean spouse, parent, child, sibling, grandchild, grandparent, other
1932 close relatives by blood or marriage, or any person who is a dependent of the employee, and
1933 others upon the approval of the Superintendent. Bereavement leave shall not be deducted from
1934 sick leave and is non-accumulative. Employees shall provide the Superintendent as much notice
1935 as is practicable under the circumstances.

1936 The district shall grant employees up to one (1), per incident, day of bereavement leave with pay
1937 in the event of the death of friends, students or colleagues of the employee. Additional
1938 bereavement leave shall be granted as emergency leave.

1939 Section D. Court Appearance Leave:

1940 The District shall grant paid Court Appearance Leave as follows:

- 1941 1. Jury Duty: Employees who are called for jury selection or to serve on a jury, on
1942 scheduled school days.
- 1943 2. Subpoenas: Employees who are subpoenaed to testify in court, when such subpoena
1944 relates to his/her employment.
- 1945 3. Other Court Leave: Other court absences shall be granted from Emergency Leave.
- 1946 4. Payment: Any payments to an employee for jury duty, while on court appearance
1947 leave, excluding mileage payments, or other actual expenses, will be remitted by the
1948 employee to the District.

1949 Section E. Long Term Leave of Absence:

1950 The District may grant any employee an unpaid long-term leave of absence for up to one (1) year
1951 for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted
1952 such a leave will be permitted to stay in the District insurance programs at their own expense
1953 (carriers permitting), shall not gain or lose seniority or other benefits, and shall not be granted
1954 advancement credit on the salary schedule for the period of the leave. Upon return from such
1955 leave, the employee shall be entitled to the same position or a position substantially equivalent to
1956 the position held prior to the leave. Once granted, such leave may be renewed annually upon
1957 request of the employee, with the agreement of the District.

1958 Section F. Meetings and Conferences:

1959 The District may grant paid leave with reimbursement for approved expenses to employees for
1960 the purpose of attending educational meetings. Application for such leave shall be in writing.
1961 Approval of such leave is discretionary with the Superintendent and must be obtained in advance
1962 of the leave.

1963 Section G. Association Leave:

1964 The District shall grant up to twenty (20) days to the Association to be used to conduct
1965 Association business. The Association shall reimburse the District for the use of such days at the
1966 substitute rate of pay, provided the District actually hires and pays such substitutes.

1967 Section H. Child Rearing Leave:

1968 The District shall grant an unpaid child rearing leave of up to one (1) year to any employee for
1969 the purpose of rearing a natural or adopted child. In the event of adoption, such leave may
1970 include time for court legal procedures, home study and evaluation, and required home
1971 visitations by the adoption agent not possible to schedule outside of regular working hours. An
1972 employee returning from such leave shall be placed in the position last held or in a similar
1973 position in the District. Employees granted such leave shall have the option to continue such
1974 insurance coverage as is provided through this Agreement, provided the carriers permit and
1975 further provided that the premium for such coverage is paid by the employee.

1976 Section I. Military Leave:

1977 The District shall grant an unpaid leave to any employee who is called into active duty, extended
1978 or temporary, as a member of the Armed forces of the United States in accordance with law.
1979 Employees granted such leave shall have the option to continue such insurance coverage as is
1980 provided through this Agreement, provided the carriers permit and further provided that the
1981 premium for such coverage is paid by the employee.

1982 Section J. Public Office Leave:

1983 The District shall grant leave without pay to any employee for campaigning for public office and
1984 to any employee who has been elected to public office. Upon return to the district, the employee

1985 shall be placed in the same or similar assignment to that held prior to the leave. Employees
1986 granted such leave shall have the option to continue such insurance coverage as is provided
1987 through this Agreement, provided the carriers permit and further provided that the premium for
1988 such coverage is paid by the employee.

1989

1990

ARTICLE VIII. FISCAL MATTERS

1991

Section A. Salary:

1992

1993

1. Schedule: Salaries shall be as set out in the schedule which is attached to and made a part of this Agreement as Appendix A.

1994

1995

1996

1997

1998

1999

2. Initial Placement:
 - a. Certificate: All employees must possess a valid Washington State teaching certificate and endorsement(s).
 - b. Experience Credits: Full credit shall be granted for all previous public school teaching experience prior to the SPI rules for BEA salary allocation.

2000

2001

2002

3. Increments: Increment steps for experience shall be granted September 1 of each year and shall be paid retroactively if not into the District Office at the end of the payroll period.

2003

2004

2005

4. Advanced Education Steps: Advanced education increment steps shall be granted October 1 of each year if official college transcripts have been filed with the District Office.

2006

2007

2008

2009

5. Payment: Paychecks shall be pro-rated over twelve (12) monthly payments. Paychecks shall be issued on the last business day of each month. Employees may opt to pick up their checks, have them direct deposited to a bank or mailed to a specific address.

2010

2011

2012

6. Severance: All compensation owed to an employee who is leaving the District shall, upon request, be paid on the final day of employment, provided only that such funds are available to the District.

2013

2014

2015

2016

2017

7. Compliance: The maximum allowable and funded by the State will automatically be applied to the salary schedule. As early in the school year as is practicable, the District shall share compliance information with the Association. Salaries shall be adjusted at that time (upward or downward) to assure that the maximum legally allowable is paid in salary.

2018

2019

2020

8. University, In-service and Clock Hour Credits: Beginning with the ratification of this Agreement, the State criteria (SPE rules for BEA salary allocation) shall serve as determiner for acceptance of credits toward advancement on the salary schedule for

2021 all credits earned in the future. If such credits/clock hours meet OSPI rules they shall
2022 be accepted and paid locally. If such credits/clock hours do not meet OSPI rules they
2023 shall not be accepted locally. All clock and in-service credit shall meet one of the six
2024 criteria established by RCW and WAC.

2025 9. Part-Time Employees: Beginning with the ratification of this Agreement, the State
2026 rules shall determine how much experience credit employees shall be granted for part-
2027 time or part-year work experience. Employees shall not be deprived of other
2028 experience credits already recognized, except as otherwise provided by law.

2029 10. Errors in Computation: Errors in computation related to salary and/or fringe benefits
2030 shall be brought to the attention of the employee as soon as discovered. In the event of
2031 either an over-payment or under-payment, the District and the employee shall work
2032 out a mutually agreeable plan for pay back.

2033 Section B. Insurance:

2034 1. Contribution:

2035 a. The District shall provide the maximum insurance contribution on a pooled basis,
2036 in accordance by law as funded by SPI and the State of Washington.

2037 b. The District shall pay the full amount of the Health Care Authority (HCA) subsidy
2038 for employees in the bargaining unit. The HCA subsidy shall be paid out of local
2039 district funds. No funds shall be deducted from the employee insurance pool for
2040 the purpose of funding the HCA subsidy.

2041 c. The District will contribute .5% of the base teacher annual salary per employee
2042 FTE as of October 1, paid over 12 months to the insurance pool. This contribution
2043 to the insurance pool shall be paid out of local district funds.

2044 2. Part-Time Employees: Employees who are employed by the District for 0.5 FTE, or
2045 more shall receive a pro-rata share, based on their percentage of FTE, of the
2046 maximum contribution.

2047 3. Available Programs: The monthly premium may be used by employees to provide the
2048 programs listed below or those programs currently authorized by the review process
2049 in paragraph 6:

2050 a. WEA Select Preferred Medical Plan(s)

2051 b. WEA Select HMO

2052 c. WEA Select Vision Plan E

2053 d. MetLife Dental Plan

2054 e. Willamette Dental Plan (HMO)

2055 f. MetLife Disability plan

2056 g. MetLife Life insurance plan

- 2057 4. Pooling: The intent of the Parties is to provide the maximum insurance contribution
 2058 allowable by law to the employee pool. To gain maximum utilization of the total
 2059 allowable State insurance contribution provided by law for employees, the District
 2060 shall contribute the maximum allowable to an insurance pool to be distributed among
 2061 employees, to those who do not generate sufficient monies to cover the full cost of
 2062 medical coverage.
- 2063 5. Sequence: From the dollar amount available to each employee, first (1st) shall be
 2064 deducted the cost of the District's life, disability, dental and vision, with the
 2065 remaining monies available for application to one (1) of the medical insurance
 2066 programs.
- 2067 6. Review: The Parties shall jointly review coverage and carriers at least annually. No
 2068 change in carrier or coverage shall be made without mutual determination of the
 2069 Parties and/or in accordance with State law.
- 2070 7. Additional Options: In addition, any employee may participate in any other WEA
 2071 approved voluntary programs, provided, all premiums will be paid from payroll
 2072 deductions by the employees. Such premiums/deductions will not be included in any
 2073 pooling calculations.
- 2074 8. Legal Requirements: The provisions of this section shall be administrated according
 2075 to the law and the administrative requirements of SPI.

2076 Section C. Work Year:

- 2077 1. Basic Work Year: The employee work year shall be one hundred-eighty (180) days.
- 2078 2. Per Diem Days: The District shall issue a supplemental contract to each employee for
 2079 four (4) mandatory per diem days, paid at the employee's per diem rate, evenly over
 2080 twelve months. The four (4) days will be used as follows:
- 2081 a. Employees will work three (3) per diem days prior to school beginning.
 2082 The first two (2) days will be directed by the District. The third (3rd) day will be
 2083 directed by the teacher for preparation for the start of school. This teacher directed
 2084 day will be the workday immediately before the first day of school.
- 2085 b. Employees will work one (1) per diem day in October. This day will be directed
 2086 by the District
- 2087 c. Employees will have the option to timesheet one (1) day, or seven (7) hours at
 2088 his/her per diem rate for Professional Development. This professional
 2089 development must be preapproved the District.
- 2090 3. Time/Responsibility/Incentive (TRI) Time: The pay associated with the one hundred
 2091 and fifteen (115) hours of TRI time formerly in this category are now part of the base
 2092 contract and salary schedule. This pay is for the professional work associated with

2093 teaching basic education requirements, including activities that may occur outside the
2094 classroom. This includes professional responsibilities such as IEP meetings, 504
2095 meetings, staff meetings, meetings with families, preparation for instruction, reports,
2096 grading, conferences, student assessment, and end of the year check out activities, or
2097 School Improvement Plan activities., The intent is that there are no additional
2098 responsibilities added just those currently associated in with these hours in 2017-18.

2099 Additional hours may be bargained into this category if they meet the definition of
2100 enrichment.

2101 4. Incentives

- 2102
- 2103 a. Tuition Reimbursement: Employees may request reimbursement for tuition costs
2104 according to at least one of the following guidelines:
- 2105
- 2106 1. For employees taking college level courses through an accredited college that is
2107 working towards a degree or endorsement.
 - 2108 2. To retrain and/or help recertify employees whose departments have declining
2109 enrollment or employees who need assistance to recertify.
 - 2110 3. For those employees assigned outside their endorsement(s).
 - 2111 4. For credits earned in an accredited master's degree or graduate program.
- 2112

2113 The district will contribute \$2,000 annually for these purposes. Employees may
2114 will receive up to, but no more than, \$100 for each quarter credit, up to a total of
2115 10 credits (\$1000) annually. Application for these funds will be judged by the
2116 school board and managed on a first-come, first-served basis. The board will
2117 consider other facts as length of employment, area of need, frequency of
2118 application and so forth in the application process. Employees may also request
2119 that this fund be used to reimburse employees for the cost of one WEST-E test
2120 annually. This fund may not be used to reimburse employees for costs related to
2121 clock hours. Additionally, it is understood that employees receive this stipend
2122 exchange for a commitment to the District for two years (the current year plus the
2123 next). If the employee voluntarily leaves the district or transfers out of their
2124 assignment during this period of time, the District may require repayment of a
2125 pro-rated portion of this stipend.

2126

- 2127 b. Signing Bonus: For math and SPED positions hired for the 2017-2018 school
2128 year, a one-time stipend of \$1,500 shall be paid in exchange for a commitment to
2129 the District for two years. If the employee voluntarily leaves the district or
2130 transfers out of their assignment during this period of time, the District may
2131 require repayment of a pro-rated portion of this stipend.
- 2132

- 2133 c. Early Notification: Any employee who submits a letter of resignation for the
2134 following year before the February School Board Meeting shall be granted a \$300
2135 stipend.

2136
2137 d. **Employee Referral:** Any employee who refers another person outside of the
2138 district (defined as not employed by the district), who applies for and receives
2139 here at Soap Lake will receive a \$300 referral stipend. This referral must be noted
2140 on the job application of the candidate.

2141 5. **New Certificated Employee Support:** All new certificated employees will receive
2142 training required to perform their job. They will also receive basic classroom supplies
2143 necessary to adequately equip his/her classroom.
2144 All new certificated employees will be contracted for two (2) additional days at
2145 his/her per diem rate prior to the beginning of the school year. These days are for
2146 trainings, orientations, meetings, or other activities to get them orientated to the Soap
2147 Lake School District. The building administrators will set up and plan these days.
2148 These days will be paid on or before the tenth (10th) day of school. Additionally, new
2149 certificated employees will be subbed out of their classroom for two (2) full days
2150 during the school year to observe and meet with other teachers and administrators.
2151 The building administrators will set up and plan these days.

2152 **Section D. Workday:**

2153 The workday will be defined as seven and one-half (7 1/2) continuous hours including a thirty
2154 (30) minute duty-free lunch break. Start time may vary from building to building.

2155 Employees shall adhere to the daily schedule and shall make no commitments which will
2156 preclude their being present in their assigned responsibilities, except as specifically provided for
2157 elsewhere in this agreement.

2158 On days immediately preceding holidays and vacations, the employee workday shall end fifteen
2159 (15) minutes after the students are excused for the day.

2160 **Section E. Release from Contract:**

2161 An employee shall be released from the obligations of his/her contract upon request under the
2162 following conditions:

- 2163 1. **Letter Required:** A letter of resignation must be submitted to the Superintendent's
2164 office.
- 2165 2. **Prior to June 30:** If the letter of resignation is submitted on or before June 30, the
2166 employee will be released from his/her contract.
- 2167 3. **After July 1:** If the letter of resignation is submitted on July 1 or after, a release from
2168 contract will be granted provided a satisfactory replacement can be obtained.
- 2169 4. **Extenuating Circumstances:** A release from contract shall be granted in cases of
2170 illness or other personal matters that make it impossible for the employee to continue
2171 employment in the District.

2172 Section F. Calendar:

2173 The Administration and Association will work together to develop up to three (3) calendar
2174 options to submit to the Board for their approval. The Board shall approve one of the submitted
2175 calendars for the upcoming school year(s). If the board does not approve any of the submitted
2176 calendars, then the Administration and Association will reconvene, with recommendations from
2177 the board, and submit new calendar options to the board for approval. The calendar shall conform
2178 to the following principles:

2179 1. Beginning and Ending: The employee work year shall begin no earlier than the
2180 Monday before Labor Day.

2181 2. Winter Break Beginning and Ending:

2182 ■ When Christmas day and New Year’s Day fall on Sunday, Winter Break will
2183 begin on Wednesday, December 21, and will end on Tuesday, January 3 (ten
2184 weekdays)

2185 ■ When Christmas day and New Year’s Day fall on Monday, Winter Break will
2186 begin Wednesday, December 20, and will end on Tuesday, January 2 (ten
2187 weekdays)

2188 ■ When Christmas day and New Year’s Day fall on Tuesday, Winter Break will
2189 begin on Monday, December 24, and will end on Friday, January 4 (ten
2190 weekdays)

2191 ■ When Christmas day and New Year’s Day fall on Wednesday, Winter Break will
2192 begin on Monday, December 23, and will end on Friday, January 3 (ten
2193 weekdays)

2194 ■ When Christmas day and New Year’s Day fall on Thursday, Winter Break will
2195 begin on Monday, December 22, and will end on Friday, January 2 (ten
2196 weekdays)

2197 ■ When Christmas day and New Year’s Day fall on Friday, Winter Break will
2198 begin on Monday, December 21, and will end on Friday, January 1 (ten
2199 weekdays)

2200 ■ When Christmas day and New Year’s Day fall on Saturday, Winter Break will
2201 begin on Monday, December 20, and will end on Friday, December 31 (ten
2202 weekdays)

2203 3. Spring Break: Spring break shall be in the months of March or April.

2204 Section G. Travel Reimbursement:

2205 An employee who is required to use his/her own vehicle as a part of his/her employee
2206 responsibilities (including employees who are required to travel between buildings) shall receive
2207 travel reimbursement equal to that amount paid by the State to state employees. Such
2208 reimbursement shall be initiated by employee use of the District’s Reimbursement Claim Form
2209 (hereafter “Claim Form”). Such claim forms shall be submitted at the end of the school year
2210 (employee option), unless the claim form amount exceeds \$25, in which case monthly vouchers
2211 may be submitted.

2212 Section H. Extracurricular Employment:

2213 1. Positions and Contracts: Extracurricular positions that are affiliated with academic
2214 class and/or subjects shall be filled by a certified teacher and are to be included in the
2215 Soap Lake Education Association Bargaining Agreement. The District shall issue a
2216 supplemental contract for each of the following positions if filled:

- 2217
- | | | |
|------|--|------------------------|
| 2218 | High School (HS) Class Advisors for each grade, nine (9) – twelve (12) | |
| 2219 | Middle School (MS) Class Advisors for each grade, six (6) – eight (8) | |
| 2220 | FBLA Advisor | HS ASB Advisor |
| 2221 | FCCLA Advisor | MS ASB Advisor |
| 2222 | Art Advisor | HS Annual Advisor |
| 2223 | FFA Advisor | Math Team Advisor |
| 2224 | Knowledge Bowl Advisor | Science Team Advisor |
| 2225 | Honor Society Advisor | Highly Capable Advisor |
| 2226 | AVID Site Advisor | |

2227

2228 *And other positions as created, and/or on the Appendix B Supplemental
2229 Stipends

2230 2. Compensation: Employees who are offered extracurricular employment shall be paid
2231 according to the Stipend Schedule, which is attached to and made part of this
2232 Agreement as Appendix B. Supplemental contracts will be paid in equal amounts
2233 over twelve (12) months.

2234 3. Contract and Job Description: The District shall issue a Supplemental Contract for
2235 each such job offered and accepted, and shall attach a detailed Job Description with
2236 each such Supplemental Contract, when available. The class advisor is expected to be
2237 the academic advisor for the members of their class and be the activity advisor for
2238 fundraising and extracurricular activities conducted by their class.

2239 4. Removal of Contract Offer: In the event the District determines not to re-offer a
2240 supplemental contract to an employee, it shall advise the employee in writing, with
2241 reasons, prior to the last contract day of the school year.

2242 5. Employee Resignation: In the event an employee determines not to renew a
2243 supplemental contract with the District, he/she shall advise the District in writing, on
2244 or before June 30.

2245 6. Substitute Principal: An employee who substitutes for the principal will receive a
2246 stipend equal to \$25.00 per half day, or portion of a half day.

2247 7. High School Counselor: The high school counselor(s) will receive a supplemental
2248 contract for an additional twenty (20) days. Ten (10) of these days will be
2249 immediately prior to the start of the school year and ten (10) days will be
2250 immediately after the end of the school year.

2251 Section I. Emergency School Closure and Delayed Opening:

- 2252 1. Notice: In the event the District determines that it is necessary to close the schools,
2253 because of inclement weather, volcanic disruptions, or other conditions that the
2254 District warrants sufficient for closure, the District shall notify (designated radio and
2255 television stations serving the Soap Lake area) as early as reasonably practicable.
- 2256 2. Obligations of Employee Upon Official Closure: No employee shall be required to
2257 remain on District premises after the District has officially closed the employee's
2258 work-site.
- 2259 3. Delayed Opening: In the event that the District administration delays the opening of
2260 school, employees shall report before students arrive.
- 2261 4. Compensation and Benefits: No employee shall suffer loss of pay nor have such
2262 absences from work charged against any leave provision when the District cancels a
2263 regular workday due to inclement weather, volcanic disruption, or such other
2264 condition that the District determines that warrants closure of the schools.
- 2265 5. Makeup School Days: When the District determines that a regular workday is
2266 canceled due to inclement weather, volcanic disruption, or other conditions that the
2267 District deemed sufficient to close schools should be made up. The rescheduling of
2268 such days will be accomplished by adding them onto the end of the school calendar.
2269 The number of makeup days will be determined by the State and approved by the
2270 board. The District will apply for any waivers made available by the State. This will
2271 be accomplished only after the District and the Association have agreed on the make-
2272 up schedule.

2273

2274 ARTICLE IX. GRIEVANCE PROCEDURE

2275 Section A. Definitions:

- 2276 1. A "grievant" shall mean a bargaining unit member or group of bargaining unit
2277 members or the Association.
- 2278 2. A "grievance" shall mean a claim or complaint by a grievant that there has been a
2279 violation, misinterpretation, or misapplication of any terms or provisions of this
2280 Agreement.
- 2281 3. "Days" shall mean employee workdays. After the last day of school and before
2282 commencement of the new term, days shall mean calendar days.

2283 Section B. Time Limits:

2284 If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may
2285 not be further pursued and will be resolved according to the last formal response. In the event
2286 the District or its agents fail to meet a time-line, the grievant may proceed to the next step of the
2287 procedure. The specified time limits shall be strictly observed but may be extended by mutual
2288 concurrence of the Parties.

2289 Section C. Rights to Representation:

- 2290 1. With Association Representative: A grievant shall have the right to be accompanied
2291 by the Association at all steps of the grievance procedure.
- 2292 2. Without Association Representative: In the event a grievant elects to file and proceed
2293 without Association representation, he/she may do so through the first two steps of
2294 the procedure only, provided that the Association is present at every meeting or
2295 conference in order to protect its contract rights, and further provided that copies of
2296 the grievance, appeals and responses are given to the President in a timely fashion.
- 2297 3. Outside Representation Bar: No grievance may be processed with a grievant having
2298 representation other than him/her self or the Association.

2299 Section D. Individual Rights:

2300 Nothing contained herein shall be construed as limiting the right of any employee having a
2301 complaint to discuss the matter through administrative channels and to have the problem adjusted
2302 without the intervention of the Association, as long as the Association is notified in writing of the
2303 disposition of the matter and such disposition is not inconsistent with the terms of the
2304 Agreement.

2305 Section E. Procedure:

- 2306 1. The Parties encourage employees and their supervisors to attempt to resolve problems
2307 through free and informal communications prior to filing formal grievances.
2308
- 2309 2. If the Supervisor and the Superintendent are the same person, then a mutually agreed
2310 upon third party from North Central ESD shall substitute for the Superintendent in
2311 Step 2 of the grievance process.
2312
2313
- 2314 3. Grievances shall be processed in the following manner:
- 2315 STEP 1. Supervisor: Within thirty (30) days of the occurrence, or of the grievant's
2316 knowledge of the occurrence, the formal grievance shall be presented in writing to the
2317 employee's supervisor, who will arrange for a conference between him/her self, the
2318 grievant and the Association Representative to take place within five (5) days after receipt
2319 of the grievance. The supervisor shall provide the grievant and the Association with a

2320 written answer within five (5) days after the meeting. Such answer shall include all
2321 reasons upon which the decision was based.

2322 STEP 2. Superintendent: If the grievant is not satisfied with the disposition of the
2323 grievance at Step 1, or if no decision has been rendered within the time line, the grievant
2324 has (30) thirty days to appeal the grievance to the Superintendent. The Superintendent
2325 shall arrange for a hearing with him/her self, the grievant, the first (1st) level supervisor
2326 and the Association Representative, to take place within five (5) days of his/her receipt of
2327 the appeal. The grievant and the Association shall have the right to include in the
2328 representation such witnesses they deem necessary to develop the facts pertinent to the
2329 grievance. Upon conclusion of the hearing, the Superintendents will have five (5) days to
2330 provide his/her written decision, together with the reasons for the decision to the grievant
2331 and the Association.

2332 STEP 3. Board: If the Grievant is not satisfied with the disposition of the grievance at
2333 Step 2, or if no decision has been rendered within the time line, the grievant has (30)
2334 thirty days to appeal the grievance to the Board. Within (5) five days after the appeal is
2335 delivered to the District Office, the Board shall arrange for a hearing with itself, the
2336 grievant, the first level supervisor, the superintendent, and the Association
2337 Representative. The grievant and the Association shall have the right to include in the
2338 representation such witnesses they deem necessary to develop the facts pertinent to the
2339 grievance. Upon conclusion of the hearing, the Board will have (5) five days to provide
2340 its written decision, together with the reasons for the decision to the grievant and the
2341 Association.

2342 STEP 4. Binding Arbitration: If the Association is not satisfied with the decision at
2343 STEP 3, or if no disposition has been made within the time line, the Association has (30)
2344 thirty days to submit a Demand for Arbitration to the American Arbitration Association
2345 (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the
2346 Voluntary Arbitration Rules of AAA (or other mutually determined rules), provided that
2347 the Parties shall strike names from the panel selected by AAA within ten (10) days of
2348 receipt of such panel.

2349 The arbitrator shall have complete authority to make any decision and provide any
2350 remedy appropriate except as otherwise expressly prohibited by law or this Agreement.
2351 Both parties agree to be bound by the award of the arbitrator.

2352 The costs for the services of the arbitrator, including per diem expenses, if any, and
2353 his/her travel and subsistence expenses and the cost of any hearing room, will be borne
2354 equally by the parties; all other costs will be borne by the party incurring them.

2355 Section F. Miscellaneous Conditions:

2356 1. Contract Expiration: Notwithstanding the expiration of this Agreement, any claim or
2357 grievance arising there under may be processed through the grievance procedure until
2358 resolution.

- 2359 2. No Reprisals: No reprisals of any kind will be taken by the District or its agents
2360 against any employee because of his/her participation in this grievance procedure.
- 2361 3. Cooperation of the Parties: The Parties will cooperate in their investigation of any
2362 grievance; and will furnish such information as is requested for the processing of any
2363 grievance.
- 2364 For the purpose of assisting an employee or the Association in the prosecution or
2365 defense of any contractual, administrative, or legal proceeding, including, but not
2366 limited to grievances, the District shall permit an employee and/or an Association
2367 representative access to and the right to inspect and acquire copies of his/her
2368 personnel file and any other files or records of the District which pertain to the
2369 affected employee or any issue in the proceeding in question.
- 2370 4. Released Time: Should the investigation or processing of any grievance require that
2371 the grievant or an Association representative(s) be released from his/her regular
2372 assignment, upon request of the Association, he/she shall be released without loss of
2373 pay or benefits.
- 2374 5. Files: All documents, communications, and records dealing with the processing of a
2375 grievance shall be filed separately from the personnel files of the participants.
- 2376 6. Form: The form for filing grievances is attached to and made part of this Agreement
2377 as Appendix C.
- 2378 7. Association Grievance: If a grievance affects a group of employees or the
2379 Association, the Association may initiate and submit such grievance to the
2380 Superintendent directly, and the processing of such grievance shall commence at Step
2381 2. Grievances involving more than one supervisor and grievances involving the
2382 administrator above the building level may be filed by the Association at Step 2.
2383

ARTICLE X. DURATION

2384

2385 Section A. Effective Dates:

2386 This Agreement shall be in effect to September 1, 2018, through August 31, 2020.

2387 Any other opening of this Agreement during its term shall be by mutual agreement only as
2388 otherwise set out in this Agreement.

2389 In the 2019-20 school year the Salary Schedule (Appendix A) will be increased by the increase in
2390 allocation from the State for Certificated Educational Employees (IPD).

2391 Signatories shall sign the Agreement within thirty (30) days of ratification by the District and the
2392 Association.

2393 IN WITNESS THEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT THIS

2394 _____ DAY OF _____, 2018.

2395 FOR SOAP LAKE SCHOOL DISTRICT:

2396

2397 _____

2398 Board President

2399

2400 _____

2401 Superintendent

2402 FOR SOAP LAKE EDUCATION ASSOCIATION:

2403

2404 _____

2405 President(s)

Appendix A - Salary Schedule

2018-19 Soap Lake EA Salary Schedule

Years of Service	BA+0	BA+15	BA+30	BA+45	BA+90	MA+0	MA+45	MA+90/ PHD
0	\$45,809	\$47,046	\$48,328	\$49,613	\$53,735	\$54,921	\$59,044	\$61,702
1	\$46,426	\$47,680	\$48,978	\$50,319	\$54,485	\$55,532	\$59,697	\$62,336
2	\$47,013	\$48,279	\$49,591	\$51,036	\$55,190	\$56,146	\$60,299	\$62,968
3	\$47,618	\$48,897	\$50,223	\$51,714	\$55,859	\$56,729	\$60,871	\$63,606
4	\$48,212	\$49,547	\$50,881	\$52,423	\$56,593	\$57,340	\$61,510	\$64,264
5	\$48,826	\$50,167	\$51,514	\$53,142	\$57,297	\$57,960	\$62,117	\$64,924
6	\$49,456	\$50,768	\$52,161	\$53,870	\$58,005	\$58,597	\$62,732	\$65,553
7	\$50,564	\$51,895	\$53,307	\$55,109	\$59,305	\$59,789	\$63,983	\$66,885
8	\$52,185	\$53,589	\$55,034	\$56,985	\$61,238	\$61,663	\$65,917	\$68,923
9		\$55,344	\$56,860	\$58,882	\$63,234	\$63,559	\$67,913	\$71,023
10			\$58,708	\$60,876	\$65,286	\$65,555	\$69,965	\$73,177
11				\$62,928	\$67,434	\$67,607	\$72,114	\$75,390
12				\$64,915	\$69,640	\$69,740	\$74,319	\$77,695
13					\$71,900	\$71,948	\$76,578	\$80,054
14					\$74,171	\$74,221	\$78,998	\$82,504
15					\$76,101	\$76,150	\$81,052	\$84,650
16					\$77,622	\$77,672	\$82,672	\$86,342
17					\$78,080	\$78,130	\$83,131	\$86,800
18					\$78,538	\$78,589	\$83,589	\$87,258
19					\$78,996	\$79,047	\$84,047	\$87,716
20					\$79,454	\$79,505	\$84,505	\$88,174
21					\$79,912	\$79,963	\$84,963	\$88,632
22					\$80,371	\$80,421	\$85,421	\$89,090

APPENDIX B. SUPPLEMENTAL STIPENDS

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

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

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

2016-17 Academic Extra Curricular Schedule

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

- Category A HS ASB Advisor (only if combined with ASB Concessions Manager)
- Category B HS Knowledge Bowl Team Advisor, HS Academic Decathlon Team Advisor, HS Math Team Advisor, HS Annual Advisor, FBLA Advisor, FFA Advisor, FCCLA Advisor, Skills USA Advisor, HS ASB Advisor, *ASB Concessions Manager
- Category C No Academic Extra Curricular Positions
- Category D FHA Advisor, Pep Club Advisor, Key Club Advisor, National Honor Society Advisor, MS Student Council Advisor, Junior Prom Organizer (only paid when a Junior Prom is held in the District)

APPENDIX C. GRIEVANCE FORM

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

Name of grievant: _____

Assignment: _____ Building: _____ Date: _____

Person to whom grievance is
submitted: _____

Specific contract article violated: _____

Brief description of grievance: _____

Date violation occurred: _____

Date grievance became aware of violation: _____

Remedy sought: _____

Signature of grievant

Date

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

Appendix D Form 1- Self Assessment

Teacher
Administrator

School
Assignment

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

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

Domain 2-The Classroom Environment

Domain 3- Instruction

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

Appendix E Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

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

Goal Statement

--

Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

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

Goal Statement

--

Form 2-Teacher Student Growth Goal Setting Form

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

Teacher _____ School _____ School Year _____

Focused

Comprehensive

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

Goal Statement

--

Appendix F Form 4 - Artifact Checklist

Teacher
Administrator

School
Assignment

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

Appendix G

Form 5 – Focused Evaluation Planning Sheet

Name _____

State Criterion _____

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

Component

Evaluator Initial Approval _____

Date _____

Evaluator Final Approval _____

Date _____

APPENDIX H

Final Summative Evaluation Form
Final Comprehensive Evaluation
Final Focused Evaluation

DANIELSON FRAMEWORK Final Summative Evaluation

Teacher _____ School _____ Grade Level(s) _____

Evaluator _____ Date _____

Criterion for Focused Evaluation:

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

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

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

Comments:

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

Comments:

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

Comments:

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

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

Comments:

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

Comments:

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

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

Comments:

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

Comments:

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

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

Comments:

PRELIMINARY SUMMARY RATING

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

STUDENT GROWTH RATING

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

FINAL SUMMATIVE RATING

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

Note on “Focused” Evaluation Final Summative Scoring

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

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

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

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

Strengths:

Areas for Growth:

Overall Comments:

Evaluator _____ Date _____

Teacher _____ Date _____

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

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

APPENDIX I. SUPPORT EMPLOYEE EVALUATION CRITERIA

SUPPORT PERSONNEL EVALUATION CRITERIA

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

APPENDIX J. SUPPORT EMPLOYEE
LONG FORM EVALUATION

SUPPORT EMPLOYEE FINAL EVALUATION
(Long Form)

Employee's Name: _____

Building: _____ Evaluator _____

Dates of Observation: _____

Date of Evaluation: _____

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

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

COMMENTS:

Evaluator's Signature _____ Date _____

Employee's Signature _____ Date _____

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

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

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

APPENDIX L. PROBATION/ DISCIPLINE FORM

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

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

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

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

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

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

APPENDIX M. POSTING REQUEST FORM

POSTING REQUEST FORM

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

_____ ALL POSTINGS

_____ SPECIFIC OPENINGS
(List up to three)

1. _____

2. _____

3. _____

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

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

Employee's Signature: _____

Date: _____

APPENDIX N. LEAVE TRANSFER FORM

LEAVE TRANSFER FORM

Employee's Name _____

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

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

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

(Name of beneficiary)

Donor's Signature: _____

Date: _____

APPENDIX O. SUPPLEMENTAL ISSUES

SUPPLEMENTAL ISSUES

AMNESTY AGREEMENT:

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