

ARTICLE I — ADMINISTRATION

SECTION 1. PREAMBLE

This Agreement is by and between the Easton School District No. 28 and the Easton Education Association which is affiliated with the Washington Education Association and the National Education Association. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in compliance with the provisions of RCW 41.59, the Educational Employment Relations Act.

SECTION 2. DEFINITION OF TERMS

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

- A. ***District*** shall mean the Easton School District No. 28, Easton, Kittitas County, Washington.
- B. ***Board*** shall mean the Board of Directors of the District as the governing body of the District.
- C. ***Association*** shall mean the Easton Education Association, which is affiliated with the Washington Education Association and the National Education Association.
- D. ***Employee*** shall mean a member of the bargaining unit.
- E. ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- F. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the parties.
- G. ***Day*** shall mean school day except during summer when it shall mean District Office work day.
- H. ***Superintendent*** shall mean the chief administrator of the District.
- I. ***President*** shall mean the presiding officer of the Association.
- J. ***Contract*** shall mean the individual signed contract issued to each employee.
- K. ***Act*** shall mean RCW 41.59, the Educational Employment Relations Act.
- L. ***OSPI*** shall mean the Office of the State Superintendent of Public Instruction.
- M. ***Principal*** shall mean building administrator.
- N. ***Co-Curricular*** shall be defined as positions that must be performed by a certificated employee. Co-curricular positions may include, but are not limited to, program director and yearbook supervisor.
- O. ***Extended Contract*** shall be defined as time worked beyond the 7 1/2 hour work day and/or the contracted work year.
- P. ***Administration*** shall mean Superintendent and/or Principal

SECTION 3. RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time or part-time certificated personnel whether under contract, on leave, or leave replacement employees and employed by the Board. Such representation shall exclude the Superintendent, and other administrative employees employed by the Board.

SECTION 4. STATUS OF AGREEMENT

- A. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof, and may be amended or modified only with written mutual consent of the parties.
- C. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- D. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Revised Code of Washington, Chapter 28A. or other applicable laws and regulations.

SECTION 5. CONFORMITY TO LAW

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

SECTION 6. DISTRIBUTION OF AGREEMENT

- A. Following ratification signing of this Agreement, the Association shall design, prepare the camera-ready copy, and print this Agreement.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. The District shall have a hard copy available in the copy room for employees to make copies from.

- C. The District shall review the camera-ready copy prior to placing a PDF copy of the contract on the district website. EEA members may download and print copies without cost.

SECTION 7. SUBSTITUTES

- A. Recognition. Substitutes in an assignment of at least twenty (20) consecutive days in a school year or who have worked more than thirty (30) days for the school district during the current school year shall be placed on the base of the certificated salary schedule and are also considered members of the bargaining unit for the current school year and one additional year.
- B. When no other substitutes are available, it shall be the responsibility of the Administration to secure in-house substitutes for employees who will be absent for full or partial days.
- C. In all cases of approved leaves from the classroom, every attempt shall be made to obtain a substitute for the teacher taking leave.
- D. Recognizing that para-pros are an integral part of the classroom teaching environment, a classified substitute pool will be maintained. Any certified substitutes who substitutes for a classified employee be paid at the classified substitute rate.
- E. The following Articles and Sections of the contract shall not apply to substitutes, or the application will be modified as indicated.

Article I Administration

Section 6. Distribution of Agreement.

Upon notification of the District by the Association, Substitutes who are recognized by the bargained Agreement shall be provided copies of the ratified Agreement.

Article IV Evaluation/Probation.

Will apply to substitutes who work in the same position for more than 45 days. Any substitute may request that an administrator observe their work and provide an evaluation.

Article VII Leaves.

A substitute who is placed in a long-term substitute position will earn one (proportional) day of sick leave for each month of service in this position. This leave will not carry over to the following school year and can only be used for the purpose of illness, emergencies and bereavement during the period of the actual assignment. Long-term substitutes will earn one day of personal leave after 90 days.

Article VIII

Section 2 - Work Year

Section 3 - Payments

Substitute Employees will be paid for days worked through the end of the month on the last working day of the next month.

Section 7 –Insurance

Section 8 - Staff Development

B. It shall be the responsibility of the Administration to secure all in-house substitutes for employees who will be absent for full or partial days, and for whom hiring a substitute is neither feasible nor possible.

ARTICLE II — BUSINESS

SECTION 1. MANAGEMENT RIGHTS

The Board shall continue to have the exclusive right to manage the affairs of the District as stipulated by the statutes of the County of Kittitas, the State of Washington, and of the United States, provided that the wages, hours, terms and conditions of employment stipulated in these statutes and within this Agreement are adhered to.

SECTION 2. ASSOCIATION RIGHTS

- A. A faculty bulletin board, school mailboxes and email may be used for distribution of Association communications, so long as such communications are labeled as Association materials and do not constitute an unfair labor practice.
- B. School facilities and equipment may be used for Association business at reasonable times provided that such business shall not interfere with normal school operations or employee's scheduled duties. The Association shall pay for the cost of all materials and supplies used.
- C. The faculty will be provided a break room in which employees may use for meal breaks and other breaks related to work production and preparation. Appropriate equipment and work space will be provided (access to copier, supplies and materials.)
- D. The use of school buildings shall be scheduled with the Superintendent's office.
- E. The Association shall be responsible for damage resulting from their use of facilities and equipment.
- F. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- G. The Board agrees to provide the Association all information that is currently in place and is a matter of public record, or any information that would assist the Association in the conducting of investigations related to the processing of grievances, member representation, or the maintenance of contract standards.
- H. The Administration and Association will meet no less than two times per year to discuss issues related to administration of this agreement. The Superintendent will inform the Board of the topics discussed and any resulting action. The Association may submit written reports to the Board President through the Superintendent.

Non-contract issues, including all matters related to the health and safety of students and staff may be discussed with the Superintendent at any time.

District attorney/client communication and items that are permissible for discussion during executive sessions of the School Board are exempt from investigation. Employees and the District have the right to seek counsel to defend themselves.

- I. The Administration shall furnish membership data including name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers and email address of each employee, and employee directory and any other information available in accordance with laws pertaining to the availability of district data, as soon as it is known.

In addition, by August 1st, before the beginning of the school year, the District shall provide the Association with a list of the names of newly hired employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers and email address of each new hire. For the purpose of this section, the date of hire shall be considered to be the day which the Board approves the hiring. The District will also include the names of any bargaining unit members who are on a leave of absence, the anticipated duration of such a leave, and any changes in contact information during the time of the leave. When new employees are hired following the August 1st report, the district will provide the information listed above within three business days of the date of hire.

- J. School Board meetings. The Superintendent agrees to provide a copy of the board meeting packet to the Association President or designee within forty eight (48) hours after the board meeting and pursuant to WA state law.

SECTION 3. DUES DEDUCTIONS

- A. Prior to the student's first day of each school year, the Association shall give written notice to the Board of the dollar amount of dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year by payroll deductions. The total for these deductions shall not be subject to change during the school year.

- B. The deductions authorized shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year.

The Board agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list, upon request, shall be promptly provided the Association as receipt for said transaction.

- C. The Association agrees to reimburse any employee from whose pay dues and assessments in excess of the authorized amount were deducted, provided that the Association or its affiliates actually received the excessive amount.
- D. The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of payroll deductions or representation fees authorized by the Association.
- E. REPRESENTATION FEES. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the business office in writing.

The representation fee shall be an amount less than the regular dues for the Association membership. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

- F. In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

SECTION 4. NO STRIKE - NO LOCK OUT

During the duration of this Agreement, the Association and its members shall not take part in a strike or work stoppage, and the District shall not initiate a lockout of its employees.

ARTICLE III — PERSONNEL

SECTION 1. EMPLOYMENT

The Board shall in all instances employ teachers who are properly credentialed in accordance with applicable state laws, Washington Administrative Code, and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform a preponderance of work in the instructional setting (*classroom*) which will substitute and/or replace an employee in his/her assignment or employment. All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.

SECTION 2. EMPLOYMENT CONTRACTS

- A. **INDIVIDUAL EMPLOYEE CONTRACTS.** The District shall provide each employee a contract in conformity with Washington state law, state regulations, and this Agreement by May 30. Signed copies of an individual employee contract shall be returned to the District within ten (10) days. Individual contracts for employees of the District, if issued while negotiations are in progress, or before the state salary allocation schedule is determined, shall be accompanied by a statement that they will be adjusted when the Agreement is reached and/or the state salary allocation schedule is determined. Two (2) copies of the contract, signed by the Superintendent, will be given to the employee each year for signature. One (1) copy is retained by that employee at the time it is signed, and one copy is forwarded to the District Office to be processed according to law and placed in the employee's personnel file. Adjustments to an individual's salary placement will be made in accordance with the state salary schedule upon submission of transcripts and/or verification of appropriate employment by October 1.
- B. **RELEASE FROM CONTRACT.** Employees shall be released from their individual employee contract if a letter of resignation is submitted to the Board by July 15. Beginning July 16, employees shall be released from their individual employment contract provided that the Board posts the vacant position and is able to find a suitable replacement. Employees who plan to retire or seek employment elsewhere will make every effort to inform the District by the end of the school year of their plans to leave.
- C. **EXTENDED CONTRACTS.** Extended contracts may be issued throughout the year as a specific activity commences as mutually agreed upon by the Association and District. Any employees contracted for days in excess or in addition to the number of work days provided for in this Agreement shall receive additional compensation at the individual's per diem rate.

The District will, prior to the end of the school year, notify those employees holding extended contracts of its intent to offer, or not to offer said employees, (*providing the position can be offered*) the same extended contract for the ensuing school year. It is

understood that the extended contracts are exempt from the continuing contract provisions of the law. If the ensuing year's extended contract is for a reduced number of days, the workload impact will also be proportionately reduced. Extended contracts include, but shall not be limited to: Technology Coordinator, Special Education Coordinator, Counselor, Career & Technical Educator.

- D. **CO-CURRICULAR CONTRACTS.** Co-curricular employee contracts, if offered, may be issued upon mutual agreement between the Association and the District, as listed in Appendix B.

The District will, prior to the end of the school year, notify those employees holding co-curricular positions of its intent to offer, or not to offer said employees the same co-curricular contract for the ensuing school year. It is understood that the co-curricular contracts are exempt from the continuing contract provisions of the law.

SECTION 3. EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. There shall be no discrimination against any employee for employment by reason of race, color, religion, creed, national origin, age, gender, marital status, sexual orientation including gender expression or identity, gender, age, honorably discharged veteran or military status, or membership in employee organizations, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide, or service animal by a person with a disability or as otherwise provided by the American with Disabilities Act (ADA) and/or the Age Discrimination in Employment Act (ADEA).
- B. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, students, or other person will be promptly called to the attention of the teacher. Any complaint (*except for criminal investigations*) not called to the attention of the teacher within five (5) working days may not be used as the basis for any disciplinary action against the teacher.
- C. Employees shall comply with all District policies, rules, regulations, and the requirement of all statutory laws and administrative codes.
- D. The employee shall have the authority and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the employee.
- E. Employees shall be responsible for the supervision of school property and for the supervision of students under school-related circumstances.
- F. The employee's position shall not be privileged as to his/her responsibility for statements which are libelous, slanderous, or which in any way violate the civil rights of others.
- G. Employees shall be entitled to full rights of citizenship and no religious or political activities outside of the classroom or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.
- H. The provisions of this Agreement shall be applied without regard to race, color, religion, creed, national origin, age, gender, marital status, sexual orientation including gender expression or identity, gender, age, honorably discharged veteran or military status, or

membership in employee organizations, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide, service animal by a person with a disability or as otherwise provided by the American with Disabilities Act (ADA) and/or the Age Discrimination in Employment Act (ADEA).

- I. The District and the Association recognize the right of all employees to work in an environment free from sexual harassment (including bullying and/or intimidation). Sexual harassment (including bullying and/or intimidation) will not be tolerated or condoned. It will be the responsibility of the District to investigate and take action regarding sexual harassment (including bullying and/or intimidation) complaints.
- J. No mechanical or electronic device shall be used in any classroom or brought in on a temporary basis by means of which a person shall be able to listen or record the procedures in any class without prior knowledge of the teacher.

SECTION 4. DUE PROCESS

- A. No employee shall be warned, reprimanded, or disciplined without just and sufficient cause. Any information discovered during the preliminary investigation will be placed in an investigative file. If an employee is to receive formal discipline, such discipline shall be administered in private and all charges and information must be provided to the employee in writing. In addition, the District agrees to follow, when appropriate, a policy of progressive discipline.
- B. The District will notify the Association of any District investigation or potential disciplinary action to be taken against an employee.
- C. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, or discharge the employee shall be advised that he/she is entitled to request and to have a representative of the Association present at any meeting relating to such discipline. In addition, the employee will be given at least forty-eight (48) hours and full disclosure of information before attending any meeting that could affect his or her employment status.
- D. Any written complaint not called to the attention of the employee within five (5) days of receipt of the complaint by the Administration may not be used as the basis for any disciplinary action against the employee except in cases of criminal investigation. Under no circumstances will anonymous complaints form the sole basis of any employee discipline.
- E. An employee has the right to face his/her accuser(s) and to cross-examine witnesses in hearings.
- F. This provision shall specifically extend to all extended day and extended year employee contracts.
- G. In the event an employee is non-renewed or discharged, the employee may grieve under the grievance procedures or request a hearing in accordance with RCW 28A.405.210 or RCW 28A.405.300/RCW 28A.405.310.

SECTION 5. PERSONNEL FILES

- A. Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as non-confidential employment references leaving the District. Anyone, at the employee's request, may be present during this review. Upon request, a copy of any documents contained therein shall be afforded the employee at cost, if any. No secret, alternate, electronic or other official personnel file shall be kept anywhere in the District. The Administration may maintain a separate working file for employees provided that its content is subject to review by the employee. This working file shall be destroyed at the end of each school year. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.
- B. Any derogatory material not shown to an employee within five (5) working days after the District's knowledge shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
- C. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments. Before such material shall be placed in the employee's personnel file, he/she shall sign a statement affirming that he/she has received a copy of the material. Under no circumstances shall any anonymous material be placed in the employee's personnel file.
- D. With the exception of those matters which involve verbal or physical abuse, sexual harassment, criminal activities, or contact with a minor for illegal purposes, all information forming the basis for any warning, reprimand, discipline, or adverse effect shall be limited to matters and events occurring previous three (3) years, and shall then be expunged upon the employee's request.
- E. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee. All inspections shall be scheduled with the Superintendent or designee and made in the presence of the Superintendent or the Superintendent's designee.

SECTION 6. EMPLOYEE PROTECTION

- A. The District shall provide liability insurance covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof when it is deemed necessary by such employees as outlined by RCW 28A.400.370.
- B. Any case of a verbal, written or physical assault (including inappropriate postings on social networking sites) upon an employee shall be promptly reported to the Superintendent, and if necessary, the police, or designee who will render assistance to the employee in connection with handling of the incident by law enforcement authorities. Assaults and insults shall be dealt with as specified by RCW 28A.635.010, RCW28A.635.020, RCW28A.635.030, RCW28A.635.090, RCW28A.635.100, as appropriate.

- C. Employees may use reasonable force to restrain a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property provided that they comply with the provisions of State law, including but not limited to RCW 9A.16.100, RCW 28A.150.300, and RCW 28A.600.485. The District will provide training in legal restraint methods and in de-escalation techniques.
- D. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, ~~and~~ safety or well being. The Board agrees to comply with all applicable provisions of the Washington State Industrial Safety and Health Act.
- E. The District shall notify employees before placing in an employee's class or caseload students known to the District as having documented student behavior problems or presenting likely security or safety problems. Where appropriate, a behavior plan will be developed as soon as reasonably possible.
- F. No employee shall be required to dispense or administer medication to students. Appropriate training shall be provided for those employees who volunteer to dispense or administer medication to students. The emergency use of epinephrine autoinjectors will be governed by RCW 28A.210.383 and RCW 4.24.300.
- G. Employees shall be informed of documented student health issues and preexisting conditions (such as seizures, asthma, etc) prior to placement of the student in the class.

SECTION 7. ASSIGNMENT VACANCIES AND TRANSFER

A. Definitions

1. **Assignment** - An individual's current position
2. **Vacancy** - A position that has been vacated and is scheduled to be refilled or one which has been newly created
3. **Reassignment** - A change to another teaching position within the same grade level configuration (K-6, 7-12) or subject area not taught in the past 3 years
4. **Transfer** - A change to another grade level (K-6) or subject area not taught in the past 3 years
 - a. A voluntary transfer is one initiated by the employee
 - b. An involuntary transfer is one initiated by the administration
5. **Seniority** - The seniority of employees within the bargaining unit shall be established as of the date of employment in the Easton School District
6. **Qualified** - As used in this section shall mean appropriate certification or demonstrated past successful experience at the grade level or subject matter; or undergraduate or post graduate course work in the area being applied for

7. **Deficient** - As used in this section shall mean a person who does not have a major or is not endorsed in the subject or grade area.
8. **Preference** – As used in this section shall mean internal applicants shall be transferred to an open or newly created position unless the demonstrable experience and qualifications of any outside applicant is greater.

B. ASSIGNMENT AND TRANSFER DEFINED: Employees will be assigned or transferred first on the basis of the needs of the District, second on the basis of the employee's qualifications, experience, and third on the expressed preference of the employee. Employees who are reassigned shall have an opportunity to conference with the Superintendent regarding the reasons for reassignment.

C. HOW EMPLOYEE IS CONTACTED AND REIMBURSED: Employees shall be personally contacted by the Administration regarding their teaching assignments for the ensuing school year. In addition, employees shall be notified in writing no later than the end of the school year of any reassignment or transfer in their teaching assignments for the ensuing school year. The employee shall be given, at per diem pay, three days preparation time for each transfer or reassignment. The District will reimburse an employee a maximum of \$1,000.00 for approved courses taken to upgrade his/her skills when being transferred to a grade level or subject area in which the employee is deficient. The courses will be taken in a time period not to exceed two years of the transfer or reassignment. Transfers or reassignments related to RIF and/or returning from a leave of absence are exempt.

D. HOW POSITIONS ARE CHOSEN: For vacated or newly created positions, full time and/or part time employees shall be given preference over equally qualified applicants from outside the District. For the purposes of this section, qualified shall mean appropriate certification; demonstrated past successful experience at the grade level or subject matter; undergraduate or post-graduate course work in the area being applied for; a major in the area being applied for; and mutual agreement between the District and the employee that said transfer is in the best educational, professional and/or personal interests of all involved. Preference shall be given to an internal employee. If an internal employee is not chosen for the vacant or newly created position, the District will explain in writing to the employee why he/she was not chosen for the position.

E. HOW POSITIONS ARE ADVERTISED: Vacancies on the professional staff will be filled according to the following considerations:
All vacancies and new positions, including summer school and co-curricular activities, shall be publicized to the staff and Association through a written notice which shall be distributed to each employee. This notice shall be given as far in advance of the opening of any vacancy or new position as possible. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying. Public notice of positions open may be released concurrently with in-District posting. Qualified in-district applicants will receive first consideration for all vacancies.

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

SECTION 1. PURPOSE

The evaluation procedure set forth herein provides for the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provide support for professional growth through the systematic assessment of employee performance.

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

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

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

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

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

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

- 1. Classroom Teacher Evaluation Process** (Article IV, Section 3)
This process applies to certificated classroom staff with an assigned a group of students for whom they provide academically focused instruction and grades as defined in WAC 392-191A-030. The evaluation process for Classroom Teachers is delineated in Section 3.
- 2. Transitional Classroom Teacher/Non-Classroom Teacher Evaluation Process** (Article IV, Section 4):

This process applies to Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, instructional coaches, curriculum specialists, and other bargaining unit members, who are “certificated support personnel” under WAC 392-191A-030. The process also applies to those classroom teachers who have not transitioned to the new teacher evaluation process under Section 3. This evaluation process is delineated in Section 4.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand this evaluation process including the negotiated forms delineated below. A minimum of three hours (3 hours), of professional development shall be provided to acclimate teachers on the timelines, processes, and forms used prior to implementation of either the comprehensive or focused evaluation process. Funds or grants available from the state for the purpose of providing professional development regarding the teacher evaluation process will be used solely for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

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

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

- 1. Criteria** shall mean one of the eight (8) state defined categories to be scored.
- 2. Component** shall mean the sub-section of each criterion.
- 3. Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
- 4. Artifacts** shall mean any products generated, developed or used by a certificated teacher during the normal course of their teaching duties that are submitted or utilized by the teacher or evaluator as evidence as part of the evaluation process. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- 5. Evidence** shall mean observed practice, products or results of a certificated classroom teacher or certificated principal's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system and in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of

performance that will be collected by a certificated teacher and/or evaluator. The evaluator shall assist the teacher by providing support and resources and should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.

6. Not Satisfactory shall mean:

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

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

7. Student Growth Data shall mean the change in student achievement between two points in time.

8. Student Growth Data means multiple measures, as initiated and determined by the teacher, that may include classroom-based, school-based, and/or state-based tools. Data used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures and within the same school year.

9. Observe/Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relations to the negotiated instructional framework.

B. State Evaluation Criteria:

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

C. Instructional Framework:

The parties have adopted the instructional framework developed by Charlotte Danielson as modified and approved on the OSPI website. The instructional framework is included in The Framework for Teacher Evaluation Framework – 2013. The instructional framework rubric is included in Appendix D-5-1. If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the parties will meet and bargain the impact of the changes as per Article II, Section 4, Status of Agreement.

D. Criterion Performance Scoring

1. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
2. Each rating will be assigned the following numeric values:
 - a. Unsatisfactory – 1
 - b. Basic – 2
 - c. Proficient – 3
 - d. Distinguished – 4
3. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix D-5-5.

E. Summative Performance Rating

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

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

F. Student Growth Criterion Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 1. 5-12—Low
 2. 13-17—Average
 3. 18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
3. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one or more of the following:
 1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
 2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;

3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.

3. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 15th each year ,or within fifteen (15) days of the beginning of the school year or commencing employment, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Teacher Self-Assessment all

No teacher will be required to complete or share the Self-Assessment form with his/her evaluator.

C. Student Growth Goal Setting:

After September 15th or 15 school days after the start of the school year, whichever is later, the teacher and evaluator shall mutually determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. (Appendix D-5-2) The goal for SG-6.1 and SG-8.1 may be the same goal.

D. Artifacts and Evidence:

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

E. Record-Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their data collection account in subsequent years.
3. The evaluator and teacher shall notify each other in writing via the eVAL system or email of any additional evidence submitted to eVAL within five (5) working days of inclusion into eVAL; or notified in writing or email if the teacher is not using eVAL
4. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.

5. Teachers shall not be required to share nor asked to share personal assessment information utilized within the eVAL system or acceptable alternative system. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure unless required by law.
6. Classroom walkthroughs will not be used in the evaluation process.
7. Any evidence to be included in the evaluation outside of the observation process must be documented and shared with the employee within five (5) working days of the event and the evaluator within five (5) working days.

F. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, without the prior knowledge and consent of the teacher.

4. COMPREHENSIVE EVALUATION PROCESS

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

A. Pre-Observation Conferences:

The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. Whenever possible, this conference will take place in the teacher's classroom. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. Unless mutually agreed, teachers will not be required to use their preparation time for this meeting unless agreed to by the teacher.

B. Formal Observations -- Minimum Number/Times:

The employer shall conduct 2 full formal observation cycles for each employee. Employees in the third year of provisional status shall be observed 3 times in the performance of his or her duties. Formal observations shall be conducted in accordance with the following provisions:

1. **First observation:** The first formal observation of each employee shall be conducted within the first 90 days of the school year but not before the third week of the school year.
2. **Second observation:** The second formal observation will occur no sooner than 4 weeks after the first formal observation, unless mutually agreed to by the teacher.
3. Observations shall not be less than 30 minutes in length, unless otherwise agreed by the teacher and evaluator. The total observation time shall not be less than 60 minutes. Employees on the focused evaluation will be observed at least twice each year for a minimum of sixty (60) minutes in the performance of their assigned duties.
4. Observation will occur not later than 3 days after the pre-observation meeting.

5. Observations will not take place on the day before or immediately after winter or spring breaks, or on the day following an absence of an employee of two or more days, unless otherwise agreed to by the employee.
6. The evaluator will document all observations using the negotiated form (Appendix D-5-5) and provide copies to the employee within 5 days following the observation date and at least 1 day prior to the post-observation conference in Paragraph C below.
7. The final observation shall occur prior to May 1.

C. Post-Observation Conferences

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date. Whenever possible, this conference will take place in the teacher's classroom. Unless mutually agreed, Teachers will not be required to use their preparation time for these meetings.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score. (Appendix D-5-4)
3. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
4. The teacher may attach written comments to the observation report.

D. Informal Observations/ Coaching and Support of Professional Growth

In addition to the required formal observations, the teacher may request or the evaluator may initiate additional observations to be conducted for the purpose of gathering additional artifacts and evidence for the evaluation process. The evaluator shall document these observations on the negotiated form (Appendix D-5-5) and provide a copy to the employee within three (3) days of the observation. The employee shall be entitled to a post-observation conference with respect to such observations upon request. Post-observation conferences shall not be held during preparation time unless agreed to by the teacher. Such documentation shall be used to support and complete information gathered during the required formal observations.

E. Final Summative Evaluation Conference

1. No later than June 1st the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide sufficient evidence and artifacts to support the rating.
5. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted an additional formal observation by June 1st;
6. Nothing prohibits an evaluator from evaluating all teachers as Distinguished -4 within a school year.
7. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

5. FOCUSED EVALUATION

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

If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

The teacher or evaluator can initiate a move from the Focused to the Comprehensive Evaluation. The request of the teacher must be received in writing prior to or at the first evaluation meeting between the employee and supervisor. The decision of the evaluator to use the comprehensive evaluation process must be communicated no later than December 15, and not before the first observation of the school year.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- B. As required under WAC 391-191A-120(4), the focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the process set forth above in Section 4.
- E. The summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator.
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The Association will be notified when any teacher is judged below Proficient -3, within five (5) school days.
- B. When a teacher is judged below Proficient, the employee and evaluator shall discuss and mutually develop a voluntary structured support plan to support the teacher's professional development which shall include one or more of the following:
 - 1. The teacher will be coached and supported by his/her evaluator in seeking reasonable professional development opportunities;
 - 2. The teacher shall be granted district funded release time to observe colleagues' instruction;
 - 3. A mentor may be assigned;
 - 4. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
 - 5. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the Formal Observation(s) in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the Post-Observation Conference(s) and will be completed prior to completion of the comprehensive evaluation.

7. PROVISIONAL EMPLOYEES

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

8. PROBATION

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

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 10th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 2. A suggested specific and reasonable plan for improvement;
 - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- E. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded

by the district, and the dates those supports will be put in place. Any support activities required by the district shall be compensated at the employee's per diem rate of pay for any time that any of the required activities occurs outside the normal work day /year.

F. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned from a list of evaluation specialists compiled by the ESD. The District will select the additional evaluator after consultation with the Association.

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

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

I. Evaluator's Post-Probation Report

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

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

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

J. Action by the Superintendent:

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

- K. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

9. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW28A.405.300.

10. PROBABLE CAUSE

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

11. EVALUATION RESULTS

A. Evaluation results shall be used:

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

B. Evaluation results shall not be:

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

SECTION 4. CERTIFICATED ESA STAFF EVALUATION

1. EVALUATION CRITERIA. Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position and in accordance with WAC 392-191-010 and WAC 392-191-020. Evaluations required or permitted shall be documented on the evaluation report form appropriate to the employee's position.

2. REQUIRED EVALUATIONS.

1. All new employees shall be observed for a minimum of thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
2. Evaluators will use either of the teacher evaluation criteria form(s), located in appendices D-1 or D-2.
3. **SHORT FORM:** After an employee has four years of satisfactory evaluations, the evaluator may use a short form of evaluation.
4. All employees, including new employees, shall be evaluated at least once annually. Such evaluations are to be completed no later than June 1 of the year in which the evaluation takes place, provided those employees placed on probation shall have had their evaluations completed by January 15.
5. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
6. If the evaluator contemplates recommending that an employee be placed on probation, an evaluation shall be completed no later than January 15.

3. MINIMUM OBSERVATION TIME. During each school year the employee shall be observed at least twice for the purpose of evaluation in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be no less than sixty (60) minutes. At least one observation shall be a minimum of thirty (30) minutes, and at least one observation shall be planned in advance. The evaluator will give the employee at least two weeks notice prior to scheduling the planned observation.

4. OBSERVATION PROCEDURES. Following each observation or series of observations, the evaluator shall document the results in writing and shall provide the employee with a copy of the report and an opportunity for a conference with the evaluator within three (3) school days after such a report is prepared. The observation report shall include areas of needed improvement along with a clear description of the problem, detailed recommendations for improvement and specific acceptable levels of performance.

1. Each evaluation report required under "Required Evaluations" above shall be promptly forwarded to the school district's personnel file. Additional evaluation reports other than those required under "Required Evaluations" shall not be filed in the employee's personnel file without the employee's consent.

The distribution of the evaluation report shall be as follows: original to be filed in the personnel file of the employee and the second copy to the employee.

5. PLAN OF IMPROVEMENT

A. PRE PLAN OF IMPROVEMENT PERIOD. As soon as it becomes apparent in the opinion of the evaluator, and no later than January 15, that a plan of improvement status is imminent, the evaluator must hold a conference with the employee. This shall be a joint effort to resolve matters relating to the performance of the employee before a formal plan of improvement period is instituted. In all conferences beginning with this pre plan of improvement period, the employee shall have the right to Association representation.

B. ESTABLISHMENT OF PLAN OF IMPROVEMENT. If a certificated employee is to be placed on a plan of improvement, the evaluator will notify the employee after October 15, but before January 20 and ending on or before May 1 of the current school year. The employee shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The plan of improvement period shall be sixty (60) student days.

C. EVALUATION DURING THE PLAN OR IMPROVEMENT PERIOD

The employee's evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the employee's progress.

The evaluator may authorize, with the collaboration of the employee, one additional certificated professional to mentor the employee and to aid the employee in improving his or her areas of deficiency. Mentors shall give input to the evaluator only in the presence of the employee.

D. EVALUATORS' POST PLAN OF IMPROVEMENT DETERMINATION.

The Evaluator shall determine whether or not the performance of the employee has improved and shall set forth one of the following recommendations to the Superintendent for further action:

1. That the employee be removed from plan of improvement status if he/she has demonstrated improvement in those areas specifically detailed in his/her plan of improvement; or
2. That the employee be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year if he or she has not demonstrated sufficient improvement in the stated areas of deficiency detailed in the plan of improvement.

This reassignment may not displace another employee nor may it adversely affect any employee on a plan of improvement in regards to compensation or benefits for the remainder of the employee's contract year.

If such reassignment is not possible, the district may place the employee on paid leave for the balance of the contract term; or

3. That the employee be subject to non-renewal of contract following the probationary period.

E. ACTION BY THE SUPERINTENDENT. The Superintendent will review the evaluator's recommendation and shall take appropriate action to implement such recommendation.

F. ACTION BY THE EMPLOYEE. In the event of non-renewal, the employee has the right to the grievance procedures or may request a hearing as provided in RCW 28A.405.210 or RCW 28A.405.300/RCW 28A.405.310.

SECTION 5. PROFESSIONAL GROWTH PROGRAM

The District and the Association believe that professional growth best occurs in a collaborative, risk free environment in which the employee and his/her supervisor are both committed to the pursuit of excellence. The primary focus of Professional Growth is to encourage employees to recognize their responsibility for their own professional growth as staff. The purpose of this section is to provide employees the opportunity for self-initiated goal setting and self-evaluation in the context of: established district academic goals, curricula, innovation, peer sharing and administrative support, separate from the evaluation system currently used.

All teachers will have the professional growth option explained to them by their site administrator or designee. An interest survey will be offered to them, and employees interested in participating in the Professional Growth Plan in the following year will complete and return the survey to their site administrator. Employees may choose to work in teams, department groups or by grade levels for goal setting and attainment.

Any unused expense money shall be rolled over for ensuing years up to a limit of \$4,500.

The maximum number of teachers per site per year will be three (3) unless that number is extended by the site administrator. If more than three (3) people per site indicate interest, a lottery will be conducted by June 1 to determine participants.

Following the establishment of a growth plan, the employee will take the primary responsibility for monitoring his/her own professional growth with respect to the plan. However, peer involvement in achieving Professional Growth goals is encouraged. Colleagues or other outside professional sources may be used for observations, data collection or as collaborators.

At certain "check point" times during the year, agreed to at the initial meeting between the administrator and the employee, the employee will report and discuss collaboratively progress made toward achieving the established goals. The purpose of these meetings is to provide information and shall not be evaluative in nature.

The Professional Growth Plan, records and/or portfolios developed as a result of an employee's participation in a Professional Growth Plan, shall be the sole property of the employee and shall not be retained in the employee's personnel file without the employee's permission or used by the District in its formal evaluation.

If funds are available, the District may reimburse a staff member for approved expenses up to \$2,000 for Professional Growth Plan related expenses and shall provide three release days for projects related to Professional Growth, such as National certification or higher education. Applicants for the program shall equitably share the total. In the event that only one applicant applies, he/she will be entitled to the full amount, to the extent of the amount spent. Four years experience in the State of Washington is required of applicants in the Professional Growth Program.

ARTICLE V - LAYOFF AND RECALL (RIF)

SECTION 1. REDUCTION IN FORCE POLICY

The District insofar as possible shall protect the professional integrity of all certificated employees whose contracts are not renewed. Non-renewal of contracts shall not reflect in any way or be considered as a comment on professional competency or ethics. In no case may a Reduction in Force (RIF) occur for the purpose of wrongfully terminating a teacher. The District will notify the Association if a Reduction In Force is anticipated for the upcoming school year. This notification shall be on or before May 1.

SECTION 2. REDUCTION IN FORCE PROCEDURE

When a reduction in the District's staff is expected for the coming year due to a loss of students in attendance, or change in the educational program or loss of funds, the following procedure will be used:

- A. The District shall determine the area, subject, or program that will lose staff positions for the coming year. Legal notices shall be sent as soon as possible (*in all cases, prior to May 15*) to the affected individuals.
- B. The Board and administrative staff will determine how many staff positions in the area, subject, or program to lose units are planning to retire, resign, or go on leave for the coming year. That number may reduce the amount of staff members to be laid off for the coming year. Seniority for the purpose of layoff and recall shall be determined on the following basis:
 1. First criteria: length of time as a certificated employee in the state of Washington.
 2. Second criteria: length of time as a certificated employee in the Easton School District.
 3. In the event of ties: the original date of employment as determined by date on the employee's individual contract with the District.
- C. An employee with seniority to be laid off who is certificated or holds a major or minor in another subject area or subject, or has one year experience in another subject area or subject, shall have the right to the position in such area or subject. If a major or minor or experience is not held by the employee in the particular assignment, the employee will be given the opportunity to obtain academic credit to become endorsed or complete a major or minor in the assignment area within a twelve (12) month period following the RIF.

- D. Laid-off employees shall have first option for accepting re-employment on a seniority basis for vacancies for which they are qualified as specified in paragraph 2C above. No new employees shall be employed for an area, subject, or program until all employees laid off from such assignment have been provided with the opportunity of filling the positions.
- E. Laid-off employees shall be placed in an employment pool for re-employment for a period extending to the commencement of the first school year after that for which they were non-renewed, or for three (3) additional school years if requested in writing, on or before April 1, preceding such year.
- F. If any certificated employee in the employment pool desires to be considered for substitute work, he or she shall advise the Board in writing. Any such person shall then be given first priority in a substitute pool.
- G. Employees shall have the right to continue any and all insurance coverage provided that he/she pays his/her own premium as long as COBRA is available.
- H. Upon re-employment, all rights related to salary, fringe benefits, and seniority, shall be fully restored.
- I. In the event consolidation with another school district is contemplated, representatives of the Easton Education Association will be included in all negotiations concerning placement of employees, lay-offs and RIFs.
- J. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support. (*e.g. Vocational Education, federally supported programs.*)

SECTION 3. ACTION BY THE EMPLOYEE.

In the event an employee is laid-off in accordance with this Agreement, said employee shall have such appeal rights as are provided by law and this Agreement.

SECTION 4. SCHOOL CONSOLIDATION

Legislated or voluntary school consolidation is not considered a reduction in force. Employees affected by a consolidation shall retain all rights under the Agreement unless and until the consolidated school entity has negotiated the new terms and conditions of continued employment under the new school system/district.

ARTICLE VI INSTRUCTION

SECTION 1. CONTROVERSIAL TOPICS

- A. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Questionable matters shall be referred to the Superintendent and Association.
- B. In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issues.
- C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it will be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

SECTION 2. STUDENT DISCIPLINE

- A. Employees in the District have the right to conduct education in an atmosphere that is conducive to appropriate student learning. In order to ensure this process, the District shall establish, publish, and enforce a consistent discipline procedure that has been adopted in a shared decision-making fashion with the employee group and adopted by the Board. The District shall provide student restraint training for staff to deal with potentially violent students, as needed.
- B. The Administration has the responsibility to:
 - 1. Support approved classroom rules, student handbook, and building policies. When a teacher provides a written student referral, the administration will provide written feedback within five (5) days. Discipline shall be consistent with the applicable federal and state laws.
 - 2. Support employees in their efforts to maintain good student discipline.
 - 3. Take a pro-active role in promoting student discipline.
 - 4. Approve teacher classroom rules submitted by individual teachers following review and revision as deemed appropriate by the Administration. *(It is intended that the classroom rules will be submitted and approved no later than five days after the first student day.)*
- C. All employees shall share responsibility for supervising the behavior of students and for maintaining the standards of conduct which have been established.

D. Employees shall have the right to:

1. Expect students to comply with school rules.
2. Develop and/or review building rules relating to student conduct once each year. Building rules shall be consistent with District rules relating to student conduct and control.
3. Exclude a student who is disrupting the learning program from class for all or any portion of the period or for the balance of the school day or until the employee has conferred with the Administrator. Prior to excluding a student, the employee shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of a period without the consent of the employee.

E. For any out-of-district or in-district transfer student, the employee shall have the right to:

1. Review the transfer file of any out-of-district or in-district student prior to admittance into their classroom.
2. Review any disciplinary records of the student prior to admittance into their classroom.
3. For incoming students with prior disciplinary concerns, the employee will meet with the student, and their parents/guardians to develop a behavior plan prior to admittance into the classroom. Input from the special education teacher and special education director will be solicited for special education students.

ARTICLE VII - LEAVES

SECTION 1. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, child rearing, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year to the maximum limit allowed by law.
- B. At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave. Employees/beneficiaries may cash in unused sick leave annually and/or upon retirement or death as allowed by RCW 28A.400.210. An employee who has exhausted sick leave and who is unable to perform his/her duties because of personal illness, child rearing or other disability shall, upon request, be granted an extended leave of absence for up to one year under provisions of this Agreement. For any absence beyond five (5) consecutive days, the Superintendent may require medical verification of disability.

SECTION 2. SICK LEAVE SHARING

- A. The District will consider requests for "Sick Leave Sharing" on a "case-by-case" basis using the following guidelines which will be administered in accordance with RCW 28A.400.380 and WAC 392-126-085 through 392-126-440.
- B. General guidelines for processing requests for Leave Sharing are set out below and may be modified by the District to conform to State regulations.
 - 1. Bargaining unit members who have accumulated more than twenty-two (22) leave days may donate Sick Leave days to other employees in the bargaining unit in any twelve (12) month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement Sick Leave Sharing. No transfer of Sick Leave shall result in an employee's account going below twenty-two (22) days.
 - 2. The person receiving the donated days must have exhausted all accumulated leave before using the donated days, and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - a. go on unpaid leave of absence; or
 - b. terminate employment.
 - 3. No employee shall receive more than five hundred twenty-two (522) days of donated leave.

4. Donated sick leave will be deducted from the donor's sick leave balance as used and in order donations were given. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to any donor in reverse order of donation.
5. An employee using donated leave days shall receive the same benefits and pay as they had working.
6. Except for procedures in 4 above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
7. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave. The parties must reach consensus; if this is not possible two (2) other parties will be chosen.
8. Contribution of Sick Leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
9. Donation of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating the eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60 day minimum balance required after cash-out. (WAC 392-136-104)

SECTION 3. WASHINGTON STATE FAMILY LEAVE ACT (WSFLA)/FAMILY AND MEDICAL LEAVE ACT (FMLA)

Consistent with and in accordance with the Family and Medical Leave Act of 1993 and Washington State Family Leave Act (WSFLA) (2006) and accompanying regulations, eligible employees may take up to 12 weeks of leave during any 12-month period for:

- a. Birth and care of the employee's child or placement for adoption or foster care of a child with the employee within one year of birth/placement;
- b. To care for an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, parent of spouse, step-aunt, step-uncle, uncle, aunt, niece, nephew, first cousins, step-cousins, significant others, or any person residing regularly in the same household) who has a serious health condition; or
- c. For the employee's own serious health condition.
- d. To care for a covered service-member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service-member.

The District must maintain group health benefits that an employee was receiving at the time leave began during periods of FMLA/WSFLA leave at the same level and in the same manner as if the employee had continued to work.

FMLA leave for the employee may not be taken until the employee's accrued leave and shared sick leave including any sick leave sharing have been exhausted. Where warranted, FMLA leave may be taken in blocks of time less than the full 12 weeks on an intermittent or reduced level basis.

This leave shall not adversely affect the employee. This section shall be administered as to be in accordance with WSFLA under RCW 49.78 and other FMLA regulations.

SECTION 4. EMERGENCY LEAVE

Emergency leave of five (5) days shall be granted with pay. Such leave is non-accumulative and may be taken at the employee's discretion, when approved by the Superintendent, for illness in the family or due to a problem that has suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the employee's absence. Emergency leave shall be deducted from sick leave.

SECTION 5. PERSONAL LEAVE

Full-time and part-time certificated employees of the District shall be granted two (2) days leave per school year with pay to be used during the school year enabling the employee to take care of business which cannot be arranged for or scheduled for non-school days or non-school hours, and is not classified as personal emergency leave or sick leave. Such absence will be granted and approved by the Superintendent, provided that application is made at least one (1) week in advance if possible. Personal leave shall be accumulative up to a maximum of five (5) days. If the days are not used, they may be cashed out at the individual's daily rate of pay in effect during the school year.

SECTION 6. JURY DUTY LEAVE

Employees called for jury duty must notify the Superintendent as soon as possible after receiving such a notice. There will be no deduction in pay for jury duty. The employee shall retain any expense reimbursement.

SECTION 7. BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family, a total of five (5) days of leave per year at full pay shall be granted. Immediate family includes: spouse, child, step-child, parent, step-parent, sibling, grandparent, grandchild, parent of spouse, step-aunt, step-uncle, uncle, aunt, niece, nephew, first cousins, step-cousins, significant others, or any person residing regularly in the same household. A maximum of one (1) day per year may also be used to attend the funeral

of close friends. Additional days in this section may be granted by the Superintendent. Bereavement leave shall be non-accumulative from year to year.

SECTION 8. CHILD REARING LEAVE

- A. An employee requesting child rearing leave should give written notice to the District at least six (6) weeks prior to commencement of the expected leave. The employee shall not be penalized for leaving before the stated leave begins in cases of emergency or premature delivery. The request for child rearing leave should include a statement as to the expected date of return to employment, and within thirty (30) days after childbirth, shall inform the employer of the specific day when he/she will return to work.
- B. An employee may use available sick leave for the period that the employee's physician certifies in writing that there is a disability due to childbearing. WSFLA/Family Medical Leave Act provisions shall apply when appropriate (see Article VII. Section 3).
- C. An employee shall be allowed up to one year of unpaid leave per pregnancy for the purpose of infant rearing. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

SECTION 9. ADOPTION LEAVE

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Adoption leave shall be granted without pay for a period not to exceed one (1) year. An employee returning from adoption leave shall be placed in the same or similar position held upon application for leave. Replacement employees shall be employed on a temporary basis only. Family Medical Leave Act provisions shall apply when appropriate.

SECTION 10. MILITARY LEAVE

Employees shall be granted military leave in accordance with State and Federal law.

SECTION 11. ASSOCIATION LEAVE

- A. Fifteen (15) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or negotiations when mutually agreed to, or other Association business. The fifteen (15) days shall be provided for total staff, and shall not be interpreted to mean fifteen (15) days leave may apply to each Association officer or staff member.

- B. Requests for leave, if possible, shall be submitted in writing by the Association President to the Superintendent two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.
- C. The Superintendent shall acknowledge receipt of the request to the Association President and to the employee taking such leave. The Superintendent shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association. If a substitute(s) from the substitute list is not available, leave will not be taken or granted.

SECTION 12. OTHER LEAVES

- A. Leaves of absence up to one year without pay may be granted to employees for the purpose of study, travel, recuperation, child rearing, teaching in another school district as part of an employee exchange program, election to public office, working in a professionally related field, Association or Association business.

If an employee chooses to participate in a teacher exchange program, the payment of the employee's salary, benefits, and retirement may be negotiated between the District, the employee, and the Association.

- B. All such leave requests shall be made before April 15 except in unusual and emergency cases. Leaves may be limited to one (1) person per year.

ARTICLE VIII FISCAL

SECTION 1. WORK DAY

- A. All certificated personnel will be assigned appropriate starting and dismissal times. The normal workday shall be seven (7) hours and thirty (30) minutes. The workday shall include a continuous thirty (30) minute duty-free lunch period. Employees shall not leave the property to which they are assigned during class periods without consent of the administration. Employees shall not leave the property to which they are assigned during the preparation periods without notifying the Administration.
- B. Parent-Teacher Conferences are recognized as important by the Association and the District. Conferences will be scheduled twice a year as agreed upon and will be placed on the adopted district calendar each year. Conference format will be mutually agreed upon annually by the Association and District. Conferences will be scheduled individually by elementary teachers and will be scheduled by the office for the students in grades 7-12 unless otherwise agreed upon.
- C. The District will be sensitive to the safety concerns of the staff and students when determining late openings, early dismissals or closures of school due to weather and/or road conditions.
- D. In regard to weather or road related delayed opening and/or early dismissal days, the workday of employees shall begin as soon as reasonably possible before the scheduled student starting time on each day. Employees may leave their building after the dismissal of their students.
- E. All employees shall have a full, continuous class period of preparation time each workday. Preparation periods shall not be assigned to other duties, except during times when it is impossible to obtain a substitute teacher; at such times, employees will be paid at employee's per diem rate.
- F. Employees may leave their building after the dismissal of their students on the day preceding the Thanksgiving, Christmas, and Memorial Day holiday, and all Fridays prior to three day weekends or breaks. Employees may leave immediately after student transportation on all Friday's prior to three day weekends or breaks. Employees will not be required to remain on site if transportation is delayed.
- G. Employees who are expected to attend more than three evening school-related functions, excluding parent-teacher conferences, which extend the contracted work day shall be compensated at per diem.
- H. The District may grant release time for the purpose of assessing individual students, scoring assessments, or preparing reports from assessment data.

- I. Building faculty meetings shall be scheduled weekly, and shall be limited to one (1) morning per week, with the exception of additional meetings which may be called if pressing school business so requires.
- J. Early release days shall not extend the employee's contracted workday without input from the faculty. Classes or workshops that extend the workday shall be discussed and scheduled at weekly faculty meetings. Employees will be paid at per diem for release days that extend beyond the contracted workday or will be given compensatory time off.

SECTION 2. WORK YEAR

A. The work year covered by this Agreement shall consist of the number of state funded workdays.

B. TRI:

1. Time: There will be two (2) District directed mandatory workdays.

a. One (1) mandatory day preceding the first day of classes will be for the purpose of classroom preparation. The other mandatory workday shall be directed by the district with input from the staff prior to the end of the school year. These days will be paid on the September check.

If at any time the district does not pass the Maintenance and Operation levy, the additional two mandatory or optional workdays will not be paid during contract years in which there is not a full levy collection.

2. Responsibility: In recognition of obligations required by each employee to adequately prepare for their professional responsibilities, the District shall provide:

In 2017-2018, an amount equivalent to 16 days per diem pay.

This additional pay will be provided to all certified staff members as part of their total contractual pay for the following responsibilities:

- i. time used for meetings related to TPEP outside the work day (limited to 30 minutes beyond the regular day)
- ii. contact with parents other than student conferences
- iii. individualization of instructional materials
- iv. additional collaboration with peers
- v. preparation for the opening or closing of school (other than one scheduled day provided above)
- vi. time working on student data and assessment
- vii supporting student activities
- viii participating in programs such as graduation and PTAs
- ix. participating in IEP meetings

SECTION 3. PAYMENT

- A. Employees shall be paid in twelve (12) monthly installments. Payments are to be made on the last working day of each month.
- B. All compensation owed to an employee leaving the District's employ shall, upon request, be paid within thirty (30) days of the final day of work if funds permit.
- C. In the event of a mistake in payment resulting in an underpayment, corrections shall be made on the next paycheck. In the event of an overpayment, the employee, Association, and District will meet to determine the method and schedule for repayment or implementation of another mutually agreeable solution.
- D. All compensation owed to retired employees leaving the District shall be paid in full on the final August check.
- E. The District shall upon receipt of written authorization from an employee deduct from the employee's salary and make appropriate remittance for insurance plans, credit union deductions, tax-sheltered annuities, or any other plans or programs jointly approved by the Association and the Board.
Changes in insurance plans will be made only during the time of open enrollment.

SECTION 4. SALARY

The salary schedule for the life of this Agreement shall be the state LEAP, Salary Allocation Model. Salary schedule increments for education credits and experience credits will be granted in accordance with OSPI regulations.

SECTION 5. PLACEMENT ON SALARY SCHEDULE

- A. **SALARY, GENERAL.** Placement and advancement on the salary schedule will be in accordance with that which is fully funded by the State and in compliance with the State rules and regulations and is to follow the procedure for reporting on the S275.
- B. **REQUIRED CERTIFICATES.** All certificates and credentials, or suitable proof of qualification thereof, shall be presented prior to October 30th (*unless arrangements are made with the Superintendent in advance*).
- C. **PAYMENT.** The annual base salary shall be based on the current LEAP Schedule and shall reflect funding as per Washington State's Apportionment Formula. The final mix factor for certificated personnel will be adjusted when appropriate and as regulated and verified by the office of the Superintendent of Public Instruction (OSPI). The District will adjust all salaries on an equal and fair share basis. The District will make any necessary adjustments to assure that it is or will be in compliance with all state laws, the State Appropriations Act, and rules

and regulations of the OSPI concerning the disbursement of salaries.

1. Both parties agree that the adjustment may be made in favor of either the Association or the District in order to maintain compliance with the laws of the State of Washington.
2. It is the intent of the District to make adjustments when verified data is available from the State.
3. The extra-duty schedule shall be determined by the previously recognized and agreed upon percentage when applied to the recognized base.
4. To qualify for initial placement on the salary schedule, all employees must file official transcripts of college credits in the office of the District Superintendent before individual contracts can be validated. Upon request applicants for employment shall be advised of their initial placement on the salary schedule.
5. Placement on the salary schedule will be in compliance with the state rules and regulations and is to follow the procedure for reporting on the S275.

D. DATE OF PROFESSIONAL CREDIT. To qualify for professional advancement on the salary schedule, additional professional credits of the employee must be submitted by transcript or grade slip to the Superintendent by October 30. If only a grade slip or clock hour receipt is submitted by October 30, the salary increase will be implemented for the current school year, but the employee must provide an official transcript no later than January 1. No salary adjustments or nor professional advancement for professional education credits will be made for that contract year for credits submitted after October 30.

E. CO-CURRICULAR SALARY SCHEDULE. All employees entering into co-curricular contracts for co-curricular or activity assignments shall be paid in accordance with the Co-curricular contract salary schedule, annexed hereto. Annexed hereto as Appendix B.

SECTION 6. TRAVEL

Employees shall neither be requested nor required to utilize their own vehicles to transport students except in case of District emergencies. Employees utilizing their private vehicles to travel on approved school business shall be compensated at the state rate. All employees who, by nature of their assignment, must travel or are required to make home visitations shall be reimbursed at the state rate.

SECTION 7. INSURANCE

A. All BEA-FTE employee insurance moneys from the state shall be pooled and non-BEA personnel shall be treated in a like manner. The District agrees to contribute the amount per individual for the Health Care Authority subsidy employee's insurance program, commonly known as the "carve out".

- B.** All employees who receive monthly insurance funds may use such funds for medical insurance plans, dental care plans, vision care plans, or term life insurance plans up to \$50,000 of death benefits and VEBA if applicable.

SECTION 8. STAFF DEVELOPMENT

- A.** By prior arrangement, employees may be granted up to three (3) full workdays on special staff development projects, curriculum development or research. These days may be utilized during the school year by using substitutes for individual periods, half day, or full days. These days shall be utilized on school premises, or away from school by special permission from the Administration.
- B.** The District will schedule early release for staff development, essential learning work, and/or other school-related work. These staff development topics may be jointly determined by administration and the employees.
- C.** Substitutes shall be provided for elementary employees who must hold parent-employee conferences during the regular school day. Specifically scheduled days for school conferences are exempt from this provision.
- D.** The District shall support personal wellness for all employees. Barring scheduling conflicts, school facilities shall be available for personal wellness activities. Such activities will be scheduled before or after school through the office.

SECTION 9. PROFESSIONAL LEAVE

- A.** Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employee's professional obligation.
- B.** Employees who are members of state or national organizations, grant committees, consortiums, or other groups, may apply for professional leave up to three (3) days per year to participate in these activities. Such leaves shall be requested in writing to the Administration no less than one week prior to such planned absence. The Superintendent may grant additional days upon a written request of the employee. Such request shall be made no less than ten (10) days prior to the planned absence. Approved professional leave expenses, including housing, meals, mileage, and workshop fees, shall be paid for by the District.

ARTICLE IX

SECTION 1. FACILITIES

Employees will be provided adequate facilities in which to perform their duties. Employees shall also be provided adequate materials and supplies.

Upon notification of an unsafe working condition by an employee, the District safety committee will meet in a timely manner to address this concern and will implement an action plan to resolve the safety issue.

SECTION 2. INTERVIEW TEAMS

The administration and/or school board will invite employees to be included on interview teams to hire teachers and administrators. If no staff member is available to participate at the designated date and time, the District will continue the hiring process. Staff recognizes that emergency situations occasionally make inclusion impossible.

SECTION 3. WORKLOAD AND CLASS SIZE

- A. The District recognizes that class size and developmental make-up affects the ability to provide for individualized instruction. The District's classroom configuration is predominately multi-grade with two (2) grades in each class, which significantly widens the developmental spectrum of the students in the class. In recognition of this, the District agrees to limit class size and will not exceed two (2) grades at the elementary level. At the point a classroom load exceeds the optimum level, the District agrees to make an effort to provide a paraprofessional in that classroom under the direction of the teacher. In further recognition, the District agrees to make an effort to provide paraprofessionals for elementary multi-grade classrooms for the academic areas of Reading and Mathematics subject to funding.
- B. Class Size Optimums:
 - a. K-2 class size optimum 20 students
 - b. 3-8 class size optimum 24 students
 - c. 9-12 class size optimum 27 students
 - d. Career and technical education classes optimum occupancy according to classes that are offered.
- C. The parties recognize that there are times, even when class size does not exceed the optimum level, that the dynamics of the class may require additional assistance. When brought to the attention of the administration by the teacher, the District will make an effort to provide assistance, which may include but is not limited to: re-arranging the class roster, training per teacher request, paraprofessional time, or other reasonable solutions.

- D. English Language Learners. The District agrees to provide bilingual support to students who are English Language Learners subject to funding availability. The District will provide materials, and translations for conferences and important school notices.
- E. The District recognizes that the placement of special needs students impacts its employees. Classrooms with students who are identified by MDT with any of, but not limited to, the following impairments will receive classroom aide time, a pull-out model of special services, or other mutually agreed upon remedy.
 - a. severe physical impairment
 - b. severe speech/language impairment
 - c. severe behavior disorders
 - d. learning disabilities
 - e. visual impairment
 - f. hearing impairment
 - g. mental impairment
- F. Special Needs Students. The District recognizes that the placement of special needs students impacts its employees. Employees with students exhibiting frequent disruptive behavior and/or unusual academic deficiency are encouraged to discuss special class load situations with the administration. The parties will work together to determine classroom assistance needed for instruction and/or behavior management, which may include such remedies as student TAs, parent helpers, classroom assistants, teacher training, special materials, or other remedies that might be mutually agreed upon.

SECTION 4. SPECIAL NEEDS STUDENTS

- A. The District recognizes a responsibility to legally and adequately educate special needs and high risk students. The District and the Association agree that the purpose of inclusion of special education students in the regular classrooms is to provide the most appropriate education for all students in the District.
- B. Meetings that are held to determine appropriate assessment, appropriate placement, appropriate program including modifications, accommodations and adaptations that will be required to meet the students' individual needs will produce invitations to all employees who will be affected by the placements.
- C. Decisions will be reached by a consensus of all members of the team including parents, administrator, classroom and special education teacher(s) and appropriate specialists. If consensus is not reached the team will continue to meet, looking at alternative solutions until consensus is reached. If consensus cannot be reached within the timeline specified in the law, the District will proceed to implement the educational plan that at a minimum meets the agreement of the parents and District.

- D. When in the judgment of an employee a special education student is not being successful in his/her placement, it is the responsibility of that employee to request a meeting with the special education teacher or special education director. If agreed upon adjustments in the student's program cannot be made within the IEP, a new IEP meeting will be held within the timelines as established by statute.
- E. Discipline of a student with a disability shall be consistent with the state and federal law and District policy and procedure.
- F. All known health, learning and behavioral issues identified through appropriate District assessment will be provided to employees who have educational responsibilities for the student.

ARTICLE X - GRIEVANCE PROCEDURE

SECTION 1. PREAMBLE

A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

SECTION 2. DEFINITIONS

- A. "**Grievance**" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. "**Grievant**" is an employee, a group of employees, or the Association filing the grievance.
- C. "**Association**" as used in the grievance procedure shall mean the Easton Education Association or its designees or representatives.
- D. "**School days**" as used in the grievance procedure shall mean all times when school is in session, Monday through Friday, excepting holidays.

SECTION 3. RIGHTS TO REPRESENTATION

- A. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceedings relating to a grievance which has been formally presented.
- B. If in the judgment of the Association a grievance affects a group of employees or the Association, the Association may initiate and submit a class grievance in writing to the Superintendent directly. The Association may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.
- C. The Association on its own may continue the grievance filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.
- D. A grievant may be represented at all stages of the grievance procedure by him/herself or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION 4. PROCEDURE

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss the alleged grievance with the Superintendent either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which is attached as Appendix E and available from the Association representative. A copy of the grievance form shall be delivered to the Superintendent with a copy to the Board. A grievance must be filed within twenty (20) school days of the occurrence of which he/she complains or twenty (20) working days of the time when the grievant learned of the occurrence of which he/she complains, whichever is later.

STEP I REPLY

Within five (5) school days of receipt of the written grievance, the Superintendent shall meet with the grievant and the Association representative in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association and grievant.

STEP II

In the event the Association and grievant are not satisfied with the disposition of the grievance at Step I within five (5) school days after receipt of same, or in the event that no disposition has been made within ten (10) school days after the grievance is transmitted to the Superintendent, the Association and grievant may submit the grievance through the Superintendent to the Chairperson of the Board, requesting a public or private meeting with the Board.

The Board at their next regular meeting, or not later than twenty-five (25) days after the receipt of the request, shall meet with the representatives of the local Association and grievant to hear the grievance and to attempt to reach a satisfactory solution. The Board, after discussing and deliberating the merits of the grievance, shall give their decision to the Association and Grievant at this meeting. The Board's decision may be delayed or deferred to a later date if requested by or agreed to by the Association and grievant.

STEP III

If the Association and the grievant are not satisfied with the disposition of the grievance by the Board within ten (10) school days after the receipt of same or if no disposition has been made within the period above provided, the Association may exercise its exclusive right of arbitration by giving the Superintendent or Chairperson of the Board written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the

Arbitrator". The Board and the Association and the Grievant shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon all parties.

SECTION 5. ARBITRATION COSTS

Each party shall bear its own costs of arbitration except that the fees and the charges of the arbitrator, if any, shall be shared equally by the parties.

SECTION 6. JURISDICTION OF THE ARBITRATOR

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.
- B. The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

SECTION 7. TIME LIMITS

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the time limits provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.

SECTION 8. GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present,

including any and all witnesses.

SECTION 9. CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

SECTION 10. ELECTION OF REMEDIES

Any matter may be deferred to voluntary mediation prior to arbitration if mutually agreed to by the Association and the District. Any mediated resolution must not be contrary to the terms of this Agreement. If a mediated resolution is not reached, the matter shall be arbitrated.

SECTION 11. RECORD OF GRIEVANCE

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XI DURATION

- A. This Agreement shall be effective as of September 1, 2017, and shall continue in effect until the 31st day of August, 2019. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.
- B. This Agreement will be re-opened before the 2018-19 school year solely to bargain the impacts to compensation and meet the requirements of EHB 2242.
- C. This agreement shall be re-opened for the purpose of negotiating a successor Agreement at least ninety (90) days prior to the termination date, and annually this Agreement shall be opened to up to two items by the Association and two by the District.

FOR THE ASSOCIATION

Brian C. Todd

CHIEF NEGOTIATOR FOR
THE ASSOCIATION

Becky Hule

FOR THE DISTRICT

Dawn Bechtoldt

CHIEF NEGOTIATOR FOR
THE DISTRICT

Patricia Debuff

APPENDIX A-1 - SALARY SCHEDULE FOR 2017-2018

Legislative Conference Budget

Date: June 22, 2017
Time: 01:14 hours

Table Of Total Base Salaries For Certificated Instructional Staff

For School Year 2017-18

*** Education Experience ***

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

For credits earned after the BA degree but before the MA degree:

Any credits in excess of 45 may be counted after the MA degree.

LEAP Document 1 is referenced in the Legislative Conference Budget

APPENDIX A-2 - SALARY SCHEDULE FOR 2018-2019

APPENDIX B – CO-CURRICULAR SALARY SCHEDULE

ASSIGNMENT	COMPENSATION
Yearbook Advisor	8 % of base
Knowledge Bowl	\$1,000
Archery Instruction	\$5,000 for work beyond the normal work day. In addition, up to three (3) days of substitute time shall be provided for the maintenance and organization of archery equipment, if requested. If funding is available, expenses for coaching at National and World tournaments will be provided by the district.
Elem. Science Coordinator	\$1,000
Library	10 supplemental paid days at per diem when filled by a certificated employee.

APPENDIX C EXTENDED CONTRACT SALARY SCHEDULE

1. COUNSELOR: At the District's discretion, the counseling position may be given additional days to be used for scheduling, testing, and documentation or duties directly related to the position. These days may also be used in hourly increments at the employee's per diem rate. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.

2. SPECIAL EDUCATION COORDINATOR: At the District's discretion, the Special Education Coordinator may be given additional days to be used for scheduling, testing, and documentation or duties directly related to the position. These days may also be used in hourly increments at the employee's per diem rate. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.

3. TECHNOLOGY EDUCATOR: The Technology Educator shall be given additional time, at per diem rate, not to exceed a total of 75 hours annually. The additional hours must be documented and submitted to the Business Manager for reimbursement.

4. CAREER & TECHNICAL EDUCATORS: Vocationally certified instructors shall be given ten (10) additional days pro-rated by FTE at per diem to be used on weekends and during the summer to provide student leadership activities such as TSA, FCCLA, or other student leadership activities directly related to vocational classes. These days are not intended to be used for conferences, symposiums, or trainings. A plan for the additional days (or hours) must be presented, in advance, and is subject to administrative approval. The additional hours must be documented and submitted to the Business Manager for reimbursement.

APPENDIX D-1 - TEACHER EVALUATION CRITERIA

Evaluee: Name _____ Position _____ Building _____	Evaluator: Name _____ Title _____ Observation Date _____
---	--

RATINGS: S Meets expectations. Work objectives successfully reached and maintained.
 U Does not meet requirements. Work objectives have not been reached and/or maintained.
 N/O Not observed.

A. PROFESSIONAL PREPARATION AND SCHOLARSHIP

The teacher exhibits evidence of having prepared for his/her area of teaching, utilizes teaching processes, and demonstrates a commitment to teaching as a profession.

	S	U	N/O
1. The teacher continues to develop professional skills by participating in professional growth activities, i.e., inservice, workshops, professional courses.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The teacher uses available planning time efficiently.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The teacher plans lessons that include appropriate activities which meet individual and/or group needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The teacher gathers and uses student response in planning instruction and activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The teacher communicates responsibly regarding the school program by answering parent inquiries promptly, honestly, and with discretion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The teacher provides adequate plans for substitute teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

B. KNOWLEDGE OF SUBJECT MATTER

Possesses and maintains competence in subject matter. The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) at the elementary and/or secondary level.

	S	U	N/O
1. The teacher utilizes knowledge of subject matter by:			
a) using words and content appropriate to the subject area and the student's abilities;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) providing for the previous knowledge, abilities, and interests of the class;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) making effective use of instructional equipment, materials, and resource personnel;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) providing a variety of activities in keeping with the maturity and attention span of the students;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) implementing lesson plans but permitting flexibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Utilizing the adopted course of study and relevant supplemental material;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Using materials and facilities based on instructional objectives;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Utilizing community agencies, groups, and individuals to further the educational program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

C. INSTRUCTIONAL

The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience; carrying out the teaching act.

	S	U	N/O
1. The teacher utilizes teaching techniques which are consistent with the selected objectives. Such techniques are:			
a) providing for difference in ability among students;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) providing for the previous knowledge, abilities, and interests of the class;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) making effective use of instructional equipment, materials, and resource personnel;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) providing a variety of activities in keeping with the maturity and attention span of the students;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) implementing lesson plans but permitting flexibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The teacher gives explanations, assignments, and directions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The teacher makes reasonable appropriate assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The teacher motivates students by making lessons interesting and challenging.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The teacher helps students to develop acceptable work habits and study skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The teacher evaluates daily lessons and units of study by assessing and providing feedback of student achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

D. CLASSROOM

The teacher demonstrates competency (knowledge and skill) in organizing the physical elements of the educational setting.

	S	U	N/O
1. The teacher selects and prepares equipment and materials in advance of lesson.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The teacher maintains orderly, attractive, and stimulating classroom environment and an atmosphere conducive to student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

E. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The teacher demonstrates the ability to manage the non-instructional human elements and dynamics occurring among pupils in the educational system.

	S	U	N/O
1. The teacher utilizes teaching techniques which are consistent with the selected objectives. Such techniques are:			
a) quiet when appropriate;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) attention to the teacher when instruction is being given;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) students conforming to established rules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

F. INTEREST IN TEACHING PUPILS

The teacher demonstrates a commitment to each pupil's unique background and characteristics and an enthusiasm for working with pupils. The teacher communicates effectively with students by:

- | | S | U | N/O |
|--|--------------------------|--------------------------|--------------------------|
| 1. listening to and considering student comments and suggestions; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. dealing with personal information and communication in a confidential manner; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. evaluating individual student programs regularly and maintaining records for report cards and/or parent conference; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. providing guidance and assistance for students | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

G. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

- | | S | U | N/O |
|--|--------------------------|--------------------------|--------------------------|
| 1. The teacher responds to constructive criticism. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The teacher implements suggestions for improvement. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The teacher participates in inservice and career development activities sponsored by the District Educational Service District and program. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

H. PROFESSIONAL STAFF RELATIONSHIPS

The teacher cooperates with other members of the staff to further the achievement of an atmosphere conducive to the total educational process. The teacher cooperates to further the accomplishment of building goals by:

- | | S | U | N/O |
|---|--------------------------|--------------------------|--------------------------|
| 1. assisting in the development of and abiding by staff decisions; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. sharing normal school responsibilities; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. submitting accurate and punctual reports as required by school regulations and procedures; | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. participating in faculty meetings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

OUR RECORDS SHOW THE FOLLOWING CLASSROOM OBSERVATIONS:

	Date	Time	Activity or subject
1)			
2)			
3)			
4)			
5)			

Date of Evaluation conference _____

Evaluator's Signature _____

Evaluee's Signature _____

(The evaluee' signature indicates that he/she has read and discussed the evaluation in a conference but does not necessarily imply agreement.

APPENDIX D-2 TEACHER EVALUATION PERFORMANCE REPORT

Teacher's Name _____
 School/Dept. _____
 Position Grade/Subject _____

Annual Evaluation Probationary Evaluation
 From _____ to _____ From _____ to _____

The main purpose of this tool is to evaluate teacher performance for the purpose of promoting professional growth.

RATINGS: **S** Meets expectations. Work objectives successfully reached and maintained.
 U Does not meet requirements. Work objectives have not been reached and/or maintained.
 N/O Not observed.

All ratings must be substantiated in writing.

	Professional Performance Criteria	Ratings	Use this space for comments (attach comments sheets if necessary.)
A.	PROFESSIONAL PREPARATION AND SCHOLARSHIP		
B.	KNOWLEDGE OF SUBJECT MATTER		
C.	INSTRUCTIONAL SKILL		
D.	CLASSROOM MANAGEMENT		
E.	HANDLING STUDENT DISCIPLINE & ATTENDANT PROBLEMS		
F.	INTEREST IN TEACHING		
G.	EFFORT TOWARD IMPROVEMENT WHEN NEEDED		
H.	PROFESSIONAL STAFF RELATIONSHIPS		

TEACHER PERFORMANCE REPORT

Status of environment within which evaluatee works as reported by evaluatee:

	Adequate	Inadequate
1. Textbooks	_____	_____
2. Instructional Materials	_____	_____
3. Classroom space per student	_____	_____
4. Furniture	_____	_____
5. Heat, light, and ventilation	_____	_____
6. Other	_____	_____

Give details of inadequacies checked:

Date _____ Rated by _____

Superintendent

I certify that this report has been seen and discussed with me.

Signature

Date

I certify that this report has been seen and discussed with me and I am not in agreement.

Signature

Date

A statement relative to this evaluation is ☐ , is not ☐ attached.

Employee will initial and date all attachments.

APPENDIX D-3 – SUPPORT EMPLOYEE EVALUATION CRITERIA

Evaluatee: Name _____ Position _____ Building _____	Evaluator: Name _____ Title _____ Observation Date _____
--	---

RATINGS:

S - Meets expectations. Work objectives successfully reached and maintained.

U - Does not meet requirements. Work objectives have not been reached and/or maintained

N/O - Not observed

A. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

The employee exhibits evidence of having prepared for his/her position, utilizes appropriate processes and demonstrates a commitment to the profession.

- | | | | |
|--|---|---|-----|
| 1) The employee continues to develop professional skills by participating in professional growth activities, i.e. in-service, workshops, and professional courses. | S | U | N/O |
| 2) The employee uses available planning time efficiently. | S | U | N/O |
| 3) The employee plans appropriate activities that meet individual and/or group needs. | S | U | N/O |
| 4) The employee gathers and uses student response in planning instruction and activities. | S | U | N/O |
| 5) The employee communicates responsibly regarding the school program by answering parent inquiries promptly, honestly, and with discretion. | S | U | N/O |
| 6) The employee provides appropriate educational planning services | S | U | N/O |
| 7) The employee uses appropriate program evaluation information in planning activities. | S | U | N/O |

COMMENTS: _____

B. SPECIALIZED SKILLS

Possesses and maintains competence in field. The employee demonstrates a depth and breadth of knowledge of theory and content in general education at the elementary and secondary level.

The employee demonstrates knowledge in field by:

- | | | | |
|---|---|---|-----|
| 1) providing appropriate assessment services; | S | U | N/O |
| 2) providing appropriate orientation services; | S | U | N/O |
| 3) providing appropriate management services; | S | U | N/O |
| 4) utilizing community agencies, groups, and individuals to further the educational program | S | U | N/O |

COMMENTS: _____

C. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- 1) The employee demonstrates competency (knowledge and skill) in dealing with students with special needs:
 - a) providing for difference in ability among students; S U N/O
 - b) providing for the previous knowledge, abilities, and interests of students. S U N/O
- 2) The employee demonstrates competency in providing instructional activities:
 - a) making effective use of instructional equipment, materials, and resource personnel; S U N/O
 - b) providing a variety of activities in keeping with the maturity and attention span of the students; S U N/O
 - c) implementing lesson plans but permitting flexibility. S U N/O
- 3) The employee provides for and interacts appropriately with students, staff, parents and administration
 - a) The employee gives explanations, assignments and directions clearly. S U N/O
 - b) The employee motivates students by making lessons interesting and challenging. S U N/O
 - c) The employee helps students to develop acceptable work habits and study skills. S U N/O
 - d) The employee evaluates transcripts, courses of study, grades and providing feedback of student achievement. S U N/O

COMMENTS: _____

D. MANAGEMENT

The employee demonstrates competency (*knowledge and skill*) in organizing the physical elements of the educational setting.

- 1) The employee plans, prepares and distributes information in advance of when it is needed. S U N/O
- 2) The employee maintains orderly, attractive, and stimulating office and takes responsibility for appropriate displays and distribution of information. S U N/O

COMMENTS: _____

E. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The employee demonstrates the ability to manage the non-instructional human elements and dynamics occurring among pupils in the educational system.

- | | | | |
|--|---|---|-----|
| 1) The employee utilizes teaching techniques which are consistent with the selected objectives. | S | U | N/O |
| 2) The employee assists with the development of rules of conduct that are developmentally appropriate. | S | U | N/O |

COMMENTS: _____

F. INTEREST IN TEACHING PUPILS

The employee demonstrates a commitment to each pupil's unique background and characteristics and an enthusiasm for working with pupils.

The employee communicates effectively with students by:

- | | | | |
|--|---|---|-----|
| 1) listening to and considering student comments and suggestions; | S | U | N/O |
| 2) dealing with personal information and communication in a confidential manner; | S | U | N/O |
| 3) evaluating individual student programs regularly and maintaining records for report cards and/or parent conference; | S | U | N/O |
| 4) providing guidance and assistance for students. | S | U | N/O |

COMMENTS: _____

G. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

The employee demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

- | | | | |
|---|---|---|-----|
| 1) The employee responds to constructive criticism. | S | U | N/O |
| 2) The employee implements suggestions for improvement. | S | U | N/O |
| 3) The teacher participates in inservice and career development activities sponsored by the District, Educational Service District and professional associations. | S | U | N/O |

COMMENTS: _____

H. PROFESSIONAL STAFF RELATIONSHIPS

The teacher cooperates with other members of the staff to further the achievement of an atmosphere conducive to the total educational process.

The teacher cooperates to further the accomplishment of building goals by:

- | | | | |
|---|---|---|-----|
| 1) assisting in the development of and abiding by staff decisions; | S | U | N/O |
| 2) sharing normal school responsibilities; | S | U | N/O |
| 3) submitting accurate and punctual reports as required by school regulations and procedures; | S | U | N/O |
| 4) participating in faculty meetings. | S | U | N/O |

COMMENTS: _____

OUR RECORDS SHOW THE FOLLOWING CLASSROOM OBSERVATIONS:

	Date	Time	Activity or subject
1.			
2.			
3.			
4.			
5.			

Date of Evaluation Conference _____

Evaluator's Signature _____

Evaluee's Signature _____

(The evaluatee's signature indicates that he/she has read and discussed the evaluation in a conference but does not necessarily imply agreement.)

APPENDIX D-4 – SUPPORT EMPLOYEE PERFORMANCE EVALUATION REPORT

Teacher's Name: _____

School/Dept.: _____

Position Grade/Subject: _____

Annual Evaluation Probationary Evaluation
From _____ to _____ From _____ to _____

The main purpose of this tool is to evaluate teacher performance for the purpose of promoting professional growth.

RATINGS: **S** Meets expectations. Work objectives successfully reached and maintained.
 U Does not meet requirements. Work objectives have not been reached and/or maintained.
 N/O Not observed.

All ratings must be substantiated in writing.

	Professional Performance Criteria	Ratings	Use this space for comments (attach comments sheets if necessary.)
A.	KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD		
B.	SPECIALIZED SKILLS		
C.	MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT		
D.	MANAGEMENT		
E.	HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS		
F.	INTEREST IN TEACHING PUPILS		
G.	EFFORT TOWARD IMPROVEMENT WHEN NEEDED		
H.	PROFESSIONAL STAFF RELATIONSHIPS		

Date of Evaluation Conference _____

Evaluator's Signature _____

Evaluee's Signature _____

*(The evaluee's signature indicates that he/she has read and discussed the evaluation
in a conference but does not necessarily imply agreement.)*

APPENDIX D-5-1: EVALUATION FRAMEWORK

Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2013-14 School Year – Version 1.1

Criterion 1: Centering instruction on high expectations for student achievement.			
2b: Establishing a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
Critical Attributes			
<p>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments.</p> <p>The teacher conveys to at least some students that the work is too challenging for them.</p> <p>Students exhibit little or no pride in their work.</p> <p>Class time is devoted more to socializing than to learning.</p>	<p>Teacher's energy for the work is neutral, indicating neither indicating a high level of commitment nor "blowing it off."</p> <p>The teacher conveys high expectations for only some students.</p> <p>Students comply with the teacher's expectations for learning, but they don't indicate commitment on their own initiative for the work.</p> <p>Many students indicate that they are looking for an "easy path."</p>	<p>The teacher communicates the importance of learning and the assurance that with hard work all students can be successful in it.</p> <p>The teacher demonstrates a high regard for student abilities.</p> <p>Teacher conveys an expectation of high levels of student effort.</p> <p>Students expend good effort to complete work of high quality.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher communicates a genuine passion for the subject.</p> <p>Students indicate that they are not satisfied unless they have complete understanding.</p> <p>Student questions and comments indicate a desire to understand the content rather than, for example, simply learn a procedure for getting the correct answer.</p> <p>Students recognize the efforts of their classmates.</p> <p>Students take initiative in improving the quality of their work.</p>



Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria
For Use in the 2013-14 School Year – Version 1.1

Criterion 1: Centering instruction on high expectations for student achievement.			
<i>3a: Communicating with Students</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>
Critical Attributes			
<p>At no time during the lesson does the teacher convey to the students what they will be learning.</p> <p>Students indicate through their questions that they are confused about the learning task.</p> <p>The teacher makes a serious content error that will affect students' understanding of the lesson.</p> <p>Students indicate through body language or questions that they don't understand the content being presented.</p> <p>Teacher's communications include errors of vocabulary or usage.</p> <p>The teacher's vocabulary is inappropriate to the age or culture of the students.</p>	<p>The teacher refers in passing to what the students will be learning, or has written it on the board with no elaboration or explanation.</p> <p>The teacher must clarify the learning task so that students can complete it.</p> <p>The teacher makes no serious content errors but may make a minor error.</p> <p>The teacher's explanation of the content consists of a monologue or is purely procedural, with minimal participation by students.</p> <p>Vocabulary and usage are correct but unimaginative.</p> <p>Vocabulary is too advanced or too juvenile for the students.</p>	<p>The teacher states clearly, at some point during the lesson, what the students will be learning.</p> <p>If the tactic is appropriate, the teacher models the process to be followed in the task.</p> <p>Students engage with the learning task, indicating that they understand what they are to do.</p> <p>The teacher makes no content errors.</p> <p>The teacher's explanation of content is clear and invites student participation and thinking.</p> <p>The teacher's vocabulary and usage are correct and completely suited to the lesson.</p> <p>The teacher's vocabulary is appropriate to the students' ages and levels of development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher points out possible areas for misunderstanding.</p> <p>Teacher explains content clearly and imaginatively, using metaphors and analogies to bring content to life.</p> <p>All students seem to understand the presentation.</p> <p>The teacher invites students to explain the content to the class or to classmates.</p> <p>Teacher uses rich language, offering brief vocabulary lessons where appropriate.</p>



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Criterion 1: Centering instruction on high expectations for student achievement.			
<i>3c: Engaging Students in Learning</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Critical Attributes			
<p>Few students are intellectually engaged in the lesson.</p> <p>Learning tasks require only recall or have a single correct response or method.</p> <p>The materials used ask students to perform only rote tasks.</p> <p>Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose.</p> <p>Instructional materials used are unsuitable to the lesson and/or the students.</p> <p>The lesson drags or is rushed.</p>	<p>Some students are intellectually engaged in the lesson.</p> <p>Learning tasks are a mix of those requiring thinking and recall.</p> <p>Students are in large part passively engaged with the content, learning primarily facts or procedures.</p> <p>Students have no choice in how they complete tasks.</p> <p>The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives.</p> <p>The materials and resources are partially aligned to the lesson objectives and only in some cases demand student thinking.</p> <p>The pacing of the lesson is uneven—suitable in parts, but rushed or dragging in others.</p>	<p>Most students are intellectually engaged in the lesson.</p> <p>Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.</p> <p>Students have some choice in how they complete learning tasks.</p> <p>There is a mix of different types of groupings, suitable to the lesson objectives.</p> <p>Materials and resources support the learning goals and require intellectual engagement, as appropriate.</p> <p>The pacing of the lesson provides students the time needed to be intellectually engaged.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Virtually all students are highly engaged in the lesson.</p> <p>Students take initiative to modify a learning task to make it more meaningful or relevant to their needs</p> <p>Students suggest modifications to the grouping patterns used.</p> <p>Students have extensive choice in how they complete tasks.</p> <p>Students suggest modifications or additions to the materials being used.</p> <p>Students have an opportunity for both reflection and closure after the lesson to consolidate their understanding.</p>



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Criterion 2: Demonstrating effective teaching practices.			
3b: Using Questioning and Discussion Techniques			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>Teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>
Critical Attributes			
<p>Questions are rapid-fire, and convergent, with a single correct answer.</p> <p>Questions do not invite student thinking.</p> <p>All discussion is between teacher and students; students are not invited to speak directly to one another.</p> <p>A few students dominate the discussion.</p>	<p>Teacher frames some questions designed to promote student thinking, but only a small number of students are involved.</p> <p>The teacher invites students to respond directly to one another's ideas, but few students respond.</p> <p>Teacher calls on many students, but only a few actually participate in the discussion.</p>	<p>Teacher uses open-ended questions, inviting students to think and/or offer multiple possible answers.</p> <p>The teacher makes effective use of wait time.</p> <p>The teacher effectively builds on student responses to questions.</p> <p>Discussions enable students to talk to one another without ongoing mediation by the teacher.</p> <p>The teacher calls on most students, even those who don't initially volunteer.</p> <p>Many students actively engage in the discussion.</p>	<p>In addition to the characteristics of "proficient": Students initiate higher-order questions. Students extend the discussion, enriching it.</p> <p>Students invite comments from their classmates during a discussion.</p>



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Criterion 2: Demonstrating effective teaching practices.			
<i>4a: Reflecting on Teaching</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>
Critical Attributes			
<p>The teacher considers the lesson but draws incorrect conclusions about its effectiveness.</p> <p>The teacher makes no suggestions for improvement.</p>	<p>The teacher has a general sense of whether or not instructional practices were effective.</p> <p>The teacher offers general modifications for future instruction.</p>	<p>The teacher accurately assesses the effectiveness of instructional activities used.</p> <p>The teacher identifies specific ways in which a lesson might be improved.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher's assessment of the lesson is thoughtful and includes specific indicators of effectiveness.</p> <p>Teacher's suggestions for improvement draw on an extensive repertoire.</p>



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Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
1b: Demonstrating Knowledge of Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.
Critical Attributes			
Teacher does not understand child development characteristics and has unrealistic expectations for students. Teacher does not try to ascertain varied ability levels among students in the class. Teacher is not aware of student interests or cultural heritages. Teacher takes no responsibility to learn about students' medical or learning disabilities.	Teacher cites developmental theory but does not seek to integrate it into lesson planning. Teacher is aware of the different ability levels in the class but tends to teach to the "whole group." The teacher recognizes that children have different interests and cultural backgrounds but rarely draws on their contributions or differentiates materials to accommodate those differences. The teacher is aware of medical issues and learning disabilities with some students but does not seek to understand the implications of that knowledge.	The teacher knows, for groups of students, their levels of cognitive development. The teacher is aware of the different cultural groups in the class. The teacher has a good idea of the range of interests of students in the class. The teacher has identified "high," "medium," and "low" groups of students within the class. The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning. The teacher is aware of the special needs represented by students in the class.	In addition to the characteristics of "proficient": The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly. The teacher seeks out information about their cultural heritage from all students. The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.



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Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
3e: Demonstrating Flexibility and Responsiveness			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>
Critical Attributes			
<p>Teacher ignores indications of student boredom or lack of understanding.</p> <p>Teacher brushes aside student questions.</p> <p>Teacher makes no attempt to incorporate student interests into the lesson.</p> <p>The teacher conveys to students that when they have difficulty learning it is their fault.</p> <p>In reflecting on practice, the teacher does not indicate that it is important to reach all students.</p>	<p>Teacher's efforts to modify the lesson are only partially successful.</p> <p>Teacher makes perfunctory attempts to incorporate student questions and interests into the lesson.</p> <p>The teacher conveys a sense to students of their own responsibility for their learning but is uncertain about how to assist them.</p> <p>In reflecting on practice, the teacher indicates the desire to reach all students but does not suggest strategies to do so.</p>	<p>When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.</p> <p>Teacher incorporates students' interests and questions into the heart of the lesson.</p> <p>The teacher conveys to students that s/he has other approaches to try when the students experience difficulty.</p> <p>In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher's adjustments to the lesson are designed to assist individual students.</p> <p>Teacher seizes on a teachable moment to enhance a lesson.</p> <p>The teacher conveys to students that s/he won't consider a lesson "finished" until every student understands and that s/he has a broad range of approaches to use.</p> <p>In reflecting on practice, the teacher can cite others in the school and beyond whom s/he has contacted for assistance in reaching some students.</p>



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Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
<ul style="list-style-type: none"> • Does not establish student learning goal(s) • Does not specify assessment(s) to monitor progress towards goal(s) 	<ul style="list-style-type: none"> • Identification of subgroups is partially aligned to data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable) • Goals may be missing one or more of the following qualities: specific, measurable and time-bound • Goals are not based on prior available student learning • Goals partially aligned to content standards • Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s) • Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals. 	<ul style="list-style-type: none"> • Identification of subgroups uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable) • Goals are specific, measurable and time-bound • Based on multiple sources of available data that reveal prior student learning • Goals aligned to content standards • Grain size of goal is appropriate for the context, instructional interval and content standard(s) • Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area • Identifies formative and summative measures aligned to learning targets to monitor progress towards goals 	<ul style="list-style-type: none"> • Proficient Attributes and: • Establishes multiple two-way communication paths to collaborate with , families, students and/or other staff to establish goals specific to individual learning needs • Students reflect on their own learning and articulate their understanding of their goals and progress toward goals



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Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
<i>1a: Demonstrating Knowledge of Content and Pedagogy</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>
Critical Attributes			
<p>Teacher makes content errors.</p> <p>Teacher does not consider prerequisite relationships when planning.</p> <p>Teacher's plans use inappropriate strategies for the discipline</p>	<p>Teacher is familiar with the discipline but does not see conceptual relationships.</p> <p>Teacher's knowledge of prerequisite relationships is inaccurate or incomplete.</p> <p>Lesson and unit plans use limited instructional strategies, and some may not be suitable to the content.</p>	<p>The teacher can identify important concepts of the discipline and their relationships to one another.</p> <p>The teacher consistently provides clear explanations of the content.</p> <p>The teacher answers student questions accurately and provides feedback that furthers their learning.</p> <p>The teacher seeks out content-related professional development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher cites intra- and interdisciplinary content relationships.</p> <p>Teacher is proactive in uncovering student misconceptions and addressing them before proceeding.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1c: Setting Instructional Outcomes			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor.</p> <p>Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>
Critical Attributes			
<p>Outcomes lack rigor.</p> <p>Outcomes do not represent important learning in the discipline.</p> <p>Outcomes are not clear or are stated as activities.</p> <p>Outcomes are not suitable for many students in the class.</p>	<p>Outcomes represent a mixture of low expectations and rigor.</p> <p>Some outcomes reflect important learning in the discipline.</p> <p>Outcomes are suitable for most of the class.</p>	<p>Outcomes represent high expectations and rigor.</p> <p>Outcomes are related to the “big ideas” of the discipline.</p> <p>Outcomes are written in terms of what students will learn rather than do.</p> <p>Outcomes represent a range: factual, conceptual understanding, reasoning, social, management, communication.</p> <p>Outcomes are suitable to groups of students in the class and are differentiated where necessary.</p>	<p>In addition to the characteristics of “proficient”:</p> <p>Teacher plans make reference to curricular frameworks or blueprints to ensure accurate sequencing.</p> <p>Teacher connects outcomes to previous and future learning.</p> <p>Outcomes are differentiated to encourage individual students to take educational risks.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1d: Demonstrating Knowledge of Resources			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources— not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources— not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.
Critical Attributes			
<p>The teacher uses only district-provided materials, even when more variety would assist some students.</p> <p>The teacher does not seek out resources available to expand his or her own skill.</p> <p>Although aware of some student needs, the teacher does not inquire about possible resources.</p>	<p>The teacher uses materials in the school library but does not search beyond the school for resources.</p> <p>The teacher participates in content-area workshops offered by the school but does not pursue other professional development.</p> <p>The teacher locates materials and resources for students that are available through the school but does not pursue any other avenues.</p>	<p>Texts are at varied levels.</p> <p>Texts are supplemented by guest speakers and field experiences.</p> <p>Teacher facilitates Internet resources. Resources are multidisciplinary.</p> <p>Teacher expands knowledge with professional learning groups and organizations.</p> <p>Teacher pursues options offered by universities.</p> <p>Teacher provides lists of resources outside the class for students to draw on.</p>	<p>In addition to the characteristics of “proficient”: Texts are matched to student skill level.</p> <p>The teacher has ongoing relationship with colleges and universities that support student learning.</p> <p>The teacher maintains log of resources for student reference.</p> <p>The teacher pursues apprenticeships to increase discipline knowledge</p> <p>The teacher facilitates student contact with resources outside the classroom.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1e: Designing Coherent Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>
Critical Attributes			
<p>Learning activities are boring and/or not well aligned to the instructional goals.</p> <p>Materials are not engaging or do not meet instructional outcomes.</p> <p>Instructional groups do not support learning.</p> <p>Lesson plans are not structured or sequenced and are unrealistic in their expectations.</p>	<p>Learning activities are moderately challenging.</p> <p>Learning resources are suitable, but there is limited variety.</p> <p>Instructional groups are random or only partially support objectives.</p> <p>Lesson structure is uneven or may be unrealistic in terms of time expectations.</p>	<p>Learning activities are matched to instructional outcomes.</p> <p>Activities provide opportunity for higher-level thinking.</p> <p>Teacher provides a variety of appropriately challenging materials and resources.</p> <p>Instructional student groups are organized thoughtfully to maximize learning and build on student strengths.</p> <p>The plan for the lesson or unit is well structured, with reasonable time allocations.</p>	<p>In addition to the characteristics of "proficient": Activities permit student choice.</p> <p>Learning experiences connect to other disciplines.</p> <p>Teacher provides a variety of appropriately challenging resources that are differentiated for students in the class.</p> <p>Lesson plans differentiate for individual student needs.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>2a: Creating an Environment of Respect and Rapport</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>
Critical Attributes			
<p>Teacher uses disrespectful talk towards students; student's body language indicates feelings of hurt or insecurity. Students use disrespectful talk towards one another with no response from the teacher. Teacher displays no familiarity with or caring about individual students' interests or personalities.</p>	<p>The quality of interactions between teacher and students, or among students, is uneven, with occasional disrespect. Teacher attempts to respond to disrespectful behavior among students, with uneven results. Teacher attempts to make connections with individual students, but student reactions indicate that the efforts are not completely successful or are unusual.</p>	<p>Talk between teacher and students and among students is uniformly respectful. Teacher responds to disrespectful behavior among students. Teacher makes superficial connections with individual students.</p>	<p>In addition to the characteristics of "proficient": Teacher demonstrates knowledge and caring about individual students' lives beyond school. When necessary, students correct one another in their conduct toward classmates. There is no disrespectful behavior among students. The teacher's response to a student's incorrect response respects the student's dignity.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>2c: Managing Classroom Procedures</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
Critical Attributes			
<p>Students not working with the teacher are not productively engaged or are disruptive to the class.</p> <p>There are no established procedures for distributing and collecting materials.</p> <p>Procedures for other activities are confused or chaotic.</p>	<p>Small groups are only partially engaged while not working directly with the teacher.</p> <p>Procedures for transitions and for distribution/ collection of materials seem to have been established, but their operation is rough.</p> <p>Classroom routines function unevenly.</p>	<p>The students are productively engaged during small-group work.</p> <p>Transitions between large- and small-group activities are smooth.</p> <p>Routines for distribution and collection of materials and supplies work efficiently.</p> <p>Classroom routines function smoothly.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Students take the initiative with their classmates to ensure that their time is used productively.</p> <p>Students themselves ensure that transitions and other routines are accomplished smoothly.</p> <p>Students take initiative in distributing and collecting materials efficiently.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>2d: Managing Student Behavior</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>
Critical Attributes			
<p>The classroom environment is chaotic, with no apparent standards of conduct.</p> <p>The teacher does not monitor student behavior.</p> <p>Some students violate classroom rules, without apparent teacher awareness.</p> <p>When the teacher notices student misbehavior, s/he appears helpless to do anything about it.</p>	<p>Teacher attempts to maintain order in the classroom but with uneven success; standards of conduct, if they exist, are not evident.</p> <p>Teacher attempts to keep track of student behavior, but with no apparent system.</p> <p>The teacher's response to student misbehavior is inconsistent, at times very harsh, other times lenient.</p>	<p>Standards of conduct appear to have been established.</p> <p>Student behavior is generally appropriate.</p> <p>The teacher frequently monitors student behavior.</p> <p>Teacher's response to student misbehavior is effective.</p> <p>Teacher acknowledges good behavior.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Student behavior is entirely appropriate; there no evidence of student misbehavior.</p> <p>The teacher monitors student behavior without speaking – just moving about.</p> <p>Students respectfully intervene as appropriate with classmates to ensure compliance with standards of conduct.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>2e: Organizing Physical Space</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
Critical Attributes			
<p>There are physical hazards in the classroom, endangering student safety.</p> <p>Many students can't see or hear the teacher or the board.</p> <p>Available technology is not being used, even if its use would enhance the lesson.</p>	<p>The physical environment is safe, and most students can see and hear.</p> <p>The physical environment is not an impediment to learning but does not enhance it.</p> <p>The teacher makes limited use of available technology and other resources.</p>	<p>The classroom is safe, and all students are able to see and hear.</p> <p>The classroom is arranged to support the instructional goals and learning activities.</p> <p>The teacher makes appropriate use of available technology.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Modifications are made to the physical environment to accommodate students with special needs.</p> <p>There is total alignment between the goals of the lesson and the physical environment.</p> <p>Students take the initiative to adjust the physical environment.</p> <p>Teachers and students make extensive and imaginative use of available technology.</p>



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Criterion 6 : Using multiple student data elements to modify instruction and improve student learning.			
<i>1f: Designing Student Assessments</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear.</p> <p>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>
Critical Attributes			
<p>Assessments do not match instructional outcomes.</p> <p>Assessments have no criteria.</p> <p>No formative assessments have been designed.</p> <p>Assessment results do not affect future plans.</p>	<p>Only some of the instructional outcomes are addressed in the planned assessments.</p> <p>Assessment criteria are vague.</p> <p>Plans refer to the use of formative assessments, but they are not fully developed.</p> <p>Assessment results are used to design lesson plans for the whole class, not individual students.</p>	<p>All the learning outcomes have a method for assessment.</p> <p>Assessment types match learning expectations.</p> <p>Plans indicate modified assessments for some students as needed.</p> <p>Assessment criteria are clearly written.</p> <p>Plans include formative assessments to use during instruction.</p> <p>Lesson plans indicate possible adjustments based on formative assessment data.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Assessments provide opportunities for student choice.</p> <p>Students participate in designing assessments for their own work.</p> <p>Teacher-designed assessments are authentic with real-world application, as appropriate.</p> <p>Students develop rubrics according to teacher-specified learning objectives.</p> <p>Students are actively involved in collecting information from formative assessments and provide input.</p>



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Criterion 6 : Using multiple student data elements to modify instruction and improve student learning.			
3d: Using Assessment in Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning. Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning. Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.
Critical Attributes			
The teacher gives no indication of what high-quality work looks like. The teacher makes no effort to determine whether students understand the lesson. Feedback is only global. The teacher does not ask students to evaluate their own or classmates' work.	There is little evidence that the students understand how their work will be evaluated. Teacher monitors understanding through a single method, or without eliciting evidence of understanding from all students. Teacher requests global indications of student understanding. Feedback to students is not uniformly specific and not oriented towards future improvement of work. The teacher makes only minor attempts to engage students in self-assessment or peer assessment.	Students indicate that they clearly understand the characteristics of high-quality work. The teacher elicits evidence of student understanding during the lesson. Students are invited to assess their own work and make improvements. Feedback includes specific and timely guidance, at least for groups of students. The teacher attempts to engage students in self-assessment or peer assessment.	In addition to the characteristics of "proficient": There is evidence that students have helped establish the evaluation criteria. Teacher monitoring of student understanding is sophisticated and continuous: the teacher is constantly "taking the pulse" of the class. Teacher makes frequent use of strategies to elicit information about individual student understanding. Feedback to students is specific and timely, and is provided from many sources including other students. Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher.



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Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.			
4b: Maintaining Accurate Records			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for noninstructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>
Critical Attributes			
<p>There is no system for either instructional or noninstructional records.</p> <p>The record-keeping systems are in disarray so as to provide incorrect or confusing information.</p>	<p>The teacher has a process for recording completion of student work. However, it is out of date or does not permit students to gain access to the information.</p> <p>The teacher's process for tracking student progress is cumbersome to use.</p> <p>The teacher has a process for tracking some, but not all, noninstructional information, and it may contain some errors.</p>	<p>The teacher's process for recording student work completion is efficient and effective; students have access to information about completed and/or missing assignments.</p> <p>The teacher has an efficient and effective process for recording student attainment of learning goals; students are able to see how they're progressing.</p> <p>The teacher's process for recording non- instructional information is both efficient and effective.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Students contribute to and maintain records indicating completed and overdue work assignments.</p> <p>Students both contribute to and maintain data files indicating their own progress in learning.</p> <p>Students contribute to maintaining noninstructional records for the class.</p>



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Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
<ul style="list-style-type: none"> • Does not establish student learning goals • Does not specify assessment(s) to monitor progress towards goal(s) 	<ul style="list-style-type: none"> • Goals may be missing one or more of the following qualities: specific, measurable and time-bound • Goals are not based on prior available student learning • Goals partially aligned to content standards • Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s) • Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals. 	<ul style="list-style-type: none"> • Goals are specific, measurable and time-bound • Based on multiple sources of available data that reveal prior student learning • Goals aligned to content standards • Grain size of goal is appropriate for the context, instructional interval and content standard(s) • Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area • Identifies formative and summative measures aligned to learning targets to monitor progress towards goals 	<ul style="list-style-type: none"> • Proficient Attributes and: • Effort to Communicates (two-way)/Collaborates with other staff, families and/or students to establish goals specific to whole class learning needs • Students articulate their understanding of their goals and progress toward goals



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Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.



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Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Communicating with Families			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>
Critical Attributes			
<p>Little or no information regarding the instructional program is available to parents.</p> <p>Families are unaware of their children's progress.</p> <p>Family engagement activities are lacking. Communication is culturally inappropriate.</p>	<p>School or district-created materials about the instructional program are sent home.</p> <p>Infrequent or incomplete information is sent home by teachers about the instructional program.</p> <p>Teacher maintains school-required grade book but does little else to inform families about student progress.</p> <p>Teacher communications are sometimes inappropriate to families' cultural norms.</p>	<p>Information about the instructional program is available on a regular basis.</p> <p>The teacher sends information about student progress home on a regular basis.</p> <p>Teacher develops activities designed to successfully engage families in their children's learning, as appropriate.</p>	<p>In addition to the characteristics of "proficient":</p> <p>On a regular basis, students develop materials to inform their families about the instructional program.</p> <p>Students maintain accurate records about their individual learning progress and frequently share this information with families.</p> <p>Students contribute to regular and ongoing projects designed to engage families in the learning process.</p>



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Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
<i>4d: Participating in a Professional Community</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and district projects making a substantial contribution, and assuming a leadership role in at least one aspect of school or district life.</p>
Critical Attributes			
<p>The teacher's relationship with colleagues is characterized by negativity or combative-ness.</p> <p>The teacher purposefully avoids contributing to activities promoting professional inquiry.</p> <p>The teacher avoids involvement in school activities and school district and community projects.</p>	<p>The teacher has pleasant relationship with colleagues.</p> <p>When invited, the teacher participates in activities related to professional inquiry.</p> <p>When asked, the teacher participates in school activities, as well as school district and community projects.</p>	<p>The teacher has supportive and collaborative relationships with colleagues.</p> <p>The teacher regularly participates in activities related to professional inquiry.</p> <p>The teacher frequently volunteers to participate in school activities, as well as school district and community projects.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher takes a leadership role in promoting activities related to professional inquiry.</p> <p>The teacher regularly contributes to and oversees events that positively impact school life.</p> <p>The teacher regularly contributes to and serves as head of significant school district and community projects.</p>



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Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
<i>4e: Growing and Developing Professionally</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues – either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>
Critical Attributes			
<p>The teacher is not involved in any activity that might enhance knowledge or skill.</p> <p>The teacher purposefully resists discussing performance with supervisors or colleagues.</p> <p>The teacher ignores invitations to join professional organizations or attend conferences.</p>	<p>The teacher participates in professional activities when they are required or when provided by the school district.</p> <p>The teacher reluctantly accepts feedback from supervisors and colleagues.</p> <p>The teacher contributes in a limited fashion to educational professional organizations.</p>	<p>The teacher seeks regular opportunities for continued professional development.</p> <p>The teacher welcomes colleagues and supervisors into the classroom for the purpose of gaining insight from their feedback.</p> <p>The teacher actively participates in professional organizations designed to contribute to the profession.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher seeks regular opportunities for continued professional development, including initiating action research.</p> <p>The teacher actively seeks feedback from supervisors and colleagues.</p> <p>The teacher takes an active leadership role in professional organizations in order to contribute to the teaching profession.</p>



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Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.
Critical Attributes			
<ul style="list-style-type: none"> Team does not establish goal(s) for student learning Team does not specify assessments to monitor progress towards goal(s) and/or goal is neither specific or time-bound Teacher does not communicate with team regarding team goals or plans Teacher rarely shares student data, student work or suggestions for strategies to achieve team goal(s) Teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment 	<ul style="list-style-type: none"> Team goal(s) or measures are established without consensus Team goal is missing one or more of the following qualities: specific, measurable, time-bound Team goal is missing one or more of the following qualities: appropriate for the context, instructional interval or content standard(s) Team goal is not connected to a significant impact on student learning of content Teacher's communication with team is inconsistent regarding team goals and plans Teacher occasionally shares student work or suggestions for strategies to achieve team goal(s) Teacher rarely shares reflection on instruction to achieve team goal(s) Teacher demonstrate inconsistent follow-through with team decisions regarding instruction and assessment 	<ul style="list-style-type: none"> Team goal(s) and measures are decided collaboratively Team goal(s) are specific, measurable and time-bound Team goal(s) are appropriate for context, instructional interval and content standard(s) Team goal(s) demonstrate significant impact on student learning of content (transferable skills) Teacher communicates responsibly with team regarding team goals and plans for measuring and monitoring Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning Teacher engages in data-based reflection with team and adjusts practice accordingly Teacher implements team decisions regarding instruction and assessment 	<ul style="list-style-type: none"> Team goal(s) and measures are decided collaboratively Team goal(s) are specific, measurable and time-bound Team goal(s) are appropriate for context, instructional interval and content standard(s) Goal(s) demonstrate significant impact on student learning of content (transferable skills) Teacher helps develop other team members' capacity to be effective Teacher regularly makes his/her practice public by sharing models and facilitating data processes Teacher promotes reflective analysis among team Teacher shares a wide range of resources to build and sustain support for team goals

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Improving Student Learning Through Improved Teaching and Leadership



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Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4f: Showing Professionalism			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>Teacher is not alert to students' needs and contributes to school practices that result in some students' being ill served by the school.</p> <p>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.</p> <p>Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>
Critical Attributes			
<p>Teacher is dishonest.</p> <p>Teacher does not notice the needs of students.</p> <p>The teacher engages in practices that are self-serving.</p> <p>The teacher willfully rejects school district regulations.</p>	<p>Teacher is honest.</p> <p>Teacher notices the needs of students but is inconsistent in addressing them.</p> <p>Teacher does not notice that some school practices result in poor conditions for students.</p> <p>Teacher makes decisions professionally but on a limited basis.</p> <p>Teacher complies with school district regulations.</p>	<p>Teacher is honest and known for having high standards of integrity.</p> <p>Teacher actively addresses student needs.</p> <p>Teacher actively works to provide opportunities for student success.</p> <p>Teacher willingly participates in team and departmental decision making.</p> <p>Teacher complies completely with school district regulations.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher is considered a leader in terms of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students.</p> <p>Teacher makes a concerted effort to ensure that opportunities are available for all students to be successful.</p> <p>Teacher takes a leadership role in team and departmental decision making.</p> <p>Teacher takes a leadership role regarding school district regulations.</p>



APPENDIX D-5-2: Danielson Student Growth Goal Setting Form

Teacher: _____

Date: _____

- ☐ **COMPREHENSIVE EVALUATION:** Set a Student Growth goal for each of the three (3) criterion below, to be initiated by October 15, or three (3) days prior to the Pre-Observation Conference, whichever comes first.
- ☐ **FOCUSED EVALUATION:** Set a Student Growth goal for each of the three (3) criterion below, to be initiated by October 15, or three (3) days prior to the Pre-Observation Conference, whichever comes first.

Criterion 3: Growth focused on a subgroup of students.

Write a goal consistent with Criterion 3.1 in the Danielson Evaluation Rubric.

Date Goal Completed:

Criterion 6: Growth focused on whole classroom.

Write a goal consistent with Criterion 6.1 in the Danielson Evaluation Rubric.

Date Goal Completed:

Criterion 8: Growth measures targeted by grade-level team, and monitored throughout the year.

Write a goal consistent with Criterion 8.1 in the Danielson Evaluation Rubric.

Date Goal Completed:

Teacher Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Teacher's Name _____ Date _____

Subject/Grade _____

This form is used for pre-observation conferencing for all evaluation systems contained within the Agreement. The criterion referenced in the parentheses below apply only to the Classroom Teacher Evaluation Process (Danielson Framework).

1. What important skills/concepts will students be able to demonstrate from this lesson as it relates to the curriculum and/or standards? (Criterion 4-1a)
2. How does this learning “fit” in the sequence of learning for this class? (Criterion 4-1a, Criterion 4-1e)
3. Briefly describe the students in this class, including those with special needs. How will you differentiate instruction for individuals or groups of students in the class? (Criterion 3-1b, Criterion 4-1a, Criterion 4-1e)
4. What are your learning outcomes for this lesson? What do you want the students to understand? (Criterion 4-1c)
5. How will you engage the students in the learning? What will you do? What will the students do? (Criterion 4-1e)
6. Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. How do you plan for the use of instructional materials or other resources? (Criterion 4-1e, Criterion 4-1d)
7. Is there anything that you would like me to specifically observe during the lesson?
8. How and when will you know what the students have learned what you intended (SC6-1f)

Date, room and time of lesson _____

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

APPENDIX D-5-4: Danielson Classroom Teacher Post-Observation Conference Tool

Teacher _____ School _____ Date _____

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

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

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

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

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

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

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

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

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

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

APPENDIX D-5-5: SUMMATIVE SCORING LEVELS OF PERFORMANCE – Observation and Evaluation Running Record Form

Teacher _____ School _____ Grade Level(s) _____

Evaluator _____ Year _____

Comprehensive _____ **Focused** _____ Criterion for Focused _____

Annual Evaluation _____ Other _____

Observation #1 Date:	Informal/Evidence Date:
Observation #2 Date:	Informal/Evidence Date:
Final Evaluation Conference Date:	Informal/Evidence Date:

Bold indicates required within the process. Informal/Evidence indicates other times when evidence may be gathered and utilized towards the final summative evaluation score. Dates of those informal evidence gathering times should be logged on this form and signed on the signature log at the end of the document.

How this Form Works:

The evaluator will use this form as a continuous running record throughout the year to gather evidence collaboratively with the teacher prior to May 15 to determine the levels of performance scores in each of the 8 State Criteria for the final evaluation. Comments will be gathered on this one form and date stamped throughout the year and signed by the evaluator and teacher to indicate receipt of the updated document.

Evidence and observations gathered throughout the year will be placed within the appropriate level by the evaluator to show progress towards the final evaluation score. Final scoring for each of the 8 criteria will not be done until the final evaluation. Only the rubrics from the Danielson Framework for Teaching and the Student Growth components may be used to determine final summative scores.

Criteria 1: Centering Instruction on High Expectations for Student Achievement	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3a Communicating with Students	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3c Engaging Students in Learning	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	3	4-6	7-9	10-12	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning and Discussion Techniques	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4a Reflecting on Teaching	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	2	3-4	5-6	7-8	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3e Demonstrating Flexibility and Responsiveness	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 3.1 Establish Student Growth Goal(s) Subgroups	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 3.2 Achievement of Student Growth Goal(s) Subgroup	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	4	5-8	9-12	13-16	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1c Setting Instructional Outcomes	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1d Demonstrating Knowledge of Resources	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
1e Designing Coherent Instruction	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	4	5-8	9-12	13-16	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2c Managing Classroom Procedures	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2d Managing Student Behavior	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2e Organizing Physical Space	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	4	5-8	9-12	13-16	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					
Criteria 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
	Evidence Gathering Dates/Preliminary Score				

1f Designing Student Assessments					Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3d Using Assessment in Instruction	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4b Maintaining Accurate Records	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SG 6.1 Establish Student Growth Goal(s) Whole Classroom	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SG 6.2 Achievement of Student Growth Goal(s) Whole Classroom	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Enter "total score" under each column					
Overall "Rating Range"	5	6-10	11-15	16-20	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 6: Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3d Using Assessment in Instruction	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4b Maintaining Accurate Records	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SG 6.1 Establish Student Growth Goal(s) Whole Classroom	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
SG 6.2 Achievement of Student Growth Goal(s) Whole Classroom	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Enter "total score" under each column					
Overall "Rating Range"	5	6-10	11-15	16-20	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

Criteria 7: Communicating and Collaborating With Parents and School Community	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	1	2	3	4	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion. Copy to the Summary Page 5.					
Comments and Evidence Log:					

Criteria 8: Exhibiting Collaborative and Collegial Practices Focused On Improving Instructional Practice and Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community	Evidence Gathering Dates/Preliminary Score				Add Scores from all columns to get a "Total Score"
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4e Growing and Developing Professionally	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4f Showing Professionalism	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SG 8.1 Establish Team Student Growth Goal(s)	Evidence Gathering Dates/Preliminary Score				
	Summative Score for Evaluation				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Enter "total score" under each column					
Overall "Rating Range"	4	5-8	9-12	13-16	Criteria Score ↓
Using the Range, indicate the Level of Performance for this Criterion for Final Evaluation purposes. Copy to the Summary Page.					
Comments and Evidence Log:					

PRELIMINARY SUMMARY RATING

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

STUDENT GROWTH RATING

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

FINAL SUMMATIVE RATING

Preliminary Summary Rating			
Student Growth Rating		Student Growth Inquiry Is Required	<input type="checkbox"/>
Unsat/Low* = Unsat Unsat/Avg = Unsat Unsat/High = Unsat	Basic/Low* = Basic Basic/Avg = Basic Basic/High = Basic	Prof/Low* = Prof Prof/Avg = Prof Prof/High = Prof	Dist/Low = Prof Dist/Avg = Dist Dist/High = Dist
* A "Low" Student Growth Rating will require a Student Growth Inquiry to be completed			
OVERALL SUMMATIVE RATING			

Note on "Focused" Evaluation Final Summative Scoring

Easton EA 2017-2019

Note on “Focused” Evaluation Final Summative Scoring

- The final criterion score will be considered the final summative score.
- The Focused evaluation will include the student growth rubric of the selected criterion. If criterion 3, 6, or 8 is selected, 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 will be used. The summative score will then be determined using the criterion scoring ranges indicated in this document. 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 6-8

Level 2: Basic 9-14

Level 3: Proficient 15-20

Level 4: Distinguished 21-24

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

Overall Strengths:

Overall Areas for Growth:

General Comments:

Signature Log

<u>Purpose</u>	<u>Date</u>	<u>Employee Signature</u>	<u>Evaluator Signature</u>
<u>Observation #1</u>			
<u>Observation #2</u>			
<u>Final Evaluation</u>			

Bold titles are required in the process

Signature of employee does not indicate agreement to contents, only receipt of final evaluation document.

APPENDIX E – CERTIFICATED TIME SHEET

Easton School District No. 28
CERTIFICATED TIMESHEET

EMPLOYEE NAME: _____

[illegible]

Employee Note: Timesheet must be turned in by the end of the month, to be paid at the end of the following month. Please keep a copy for your records.

Employee Signature: _____

Supervisor Signature: _____

FOR PAYROLL USE ONLY	
Total Hours Paid _____	
Amount _____	
Date Posted _____	By _____

APPENDIX F- GRIEVANCE FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the contract between the Board and the Association.

The complete, signed Grievance Form must be completed in full, signed, and submitted to the Superintendent at all steps. At all steps beyond Step 1, the grievance shall include the step of the grievance and the action taken at previous steps.

STEP I-SUPERINTENDENT STEP II-BOARD STEP III-ARBITRATION

GRIEVANT'S NAME _____

POSITION _____

The nature of my grievance is:

Steps I have taken to informally resolve this issue:

Consistent with the procedure for processing grievances, I have taken the following actions: *(Each must include the person you met with and date.)*

Step 1 _____

Step 2 _____

Step 3 _____

Signature _____ **Date** _____

APPENDIX G-1 - CALENDAR 2017-2018

Easton School District

2017-2018 School Year Calendar

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		



Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August 30 Teacher Work Day September 4 Labor Day September 6 1st Day of School September 12 1st Day of October 25, 26 Conference Days November 10 Veterans' Day November 23, 24 Thanksgiving Break Dec. 21 - Jan. 2 Winter Break January 15 Martin Luther King February 19 Presidents' Day March 28, 29 Conference Days April 2 - April 6 Spring Break May 28 Memorial Day June 9, Noon High School Graduation June 13 Last Day of School
--

Early Release Days 8:25 - 1:00
--

Early Release, Conference Days and the Day following Conference Days 8:25 - Noon
--

Semester Length/Ending Dates 1st Quarter: September 6 - November 7 2nd Quarter/1st Semester: Nov. 8 - January 26 3rd Quarter: January 29 - March 30 4th Quarter/2nd Semester: April 9 - June 12
--

APPENDIX H - JUST CAUSE/SEVEN KEY TESTS*

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

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

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

The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action. It is understood by the parties that all seven steps may not apply in all cases.

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