

**LCEA/LCSD**

**NEGOTIATED AGREEMENT**

**FOR**

**2018-2019**

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**TABLE OF CONTENTS**

Preamble ..... 4

Witnesseth..... 4

Article I – Administration..... 5

Article II – Business ..... 7

Article III – Personnel..... 10

Article IV – Salaries and Benefits..... 23

Article V – Leaves ..... 27

Article VI – General Working Conditions ..... 33

Article VII – Instructional Issues ..... 36

Article VIII – Evaluation and Probation Procedures ..... 40

Article IX – Grievance Procedures ..... 50

Article X – Extra Duty Contracts..... 53

Article XI – Duration ..... 56

Appendix: Exhibit 1- Amendment to Add VEBA III Retirement Option Benefits ..... 57

Appendix: Exhibit 2 - Extra Duty Contract Schedule..... 58

Appendix: Exhibit 3 - Complaint by the Grievant..... 60

Appendix: Exhibit 4 – Just Cause/Seven Key Tests ..... 61

Appendix: Exhibit 5- Salary Schedule for Certificated Staff ..... 62

Index ..... 63

Extra Duty Contract Job Descriptions ..... 65

Attachments:

Formal Observation Record

Performance Evaluation Record

TPEP Evaluation Rating Scoring Sheet

Danielson’s Framework for Teaching- Rubrics by Washington State Criteria

**PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of September, 2018 by and between the La Center School District Number 101, County of Clark, Washington, hereinafter referred to as the “District” and the La Center Education Association, hereinafter referred to as the “Association”. The signatories shall be the sole parties to this Agreement.

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term “Agreement” shall mean this contract.

The term “Association” shall mean the La Center Education Association, and shall not include the Washington Education Association or the National Education Association.

The term “Board” shall mean the Board of Directors of La Center School District Number 101.

The term “District” shall mean the La Center School District Number 101.

The term “WEA” shall mean the Washington Education Association.

The term “NEA” shall mean the National Education Association.

The term “teacher” or “certificated personnel” shall refer to employees represented by the Association in the bargaining unit as defined in Article I - Section 1.

The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

The term “Act” shall mean the Educational Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, RCW 41.59 as amended as applied to Educational Employees.

The term “Commission” shall refer to the Public Employee Relations Commission (PERC).

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

**WITNESSETH**

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I - ADMINISTRATION

### Section 1: RECOGNITION

#### 1.1 Bargaining Unit

The La Center School District recognizes the La Center Education Association as the exclusive bargaining representative for all certificated employees under contract or on leave to the District, pursuant to Chapter 41.59 RCW. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative.

Excluded from the bargaining unit shall be the Superintendent, central office administrators, building principals, assistant building principals or any supervisor who shall in their normal duties perform a preponderance of the following: Having authority in the interest of the District to hire, assign, promote, transfer, lay off, recall, suspend, discipline, or discharge other certificated employees, or to adjust their grievances, or to recommend effectively such action.

#### 1.2 Management Rights

The parties agree that the District and the Board have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, activities of the employees in accordance with such policy or procedures as from time to time may be adopted or approved pursuant to RCW 41.59 and other laws and state regulations, and in accordance with the terms of this Agreement.

### Section 2: STATUS OF AGREEMENT

#### 2.1 Priority and Order

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

#### 2.2 Ratification and Mutual Consent

This Agreement shall be ratified by the Association and then the Board. It shall be signed by authorized representatives thereof, and may be amended or modified during its term only with mutual consent of the parties.

It shall become effective in accordance with the Duration Clause herein.

#### 2.3 Compliance of Agreement

If any individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 3: CONFORMITY TO LAW

3.1 Governance

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington.

3.2 Renegotiation

If any provision of this Agreement or any application of the Agreement to any teacher or groups of teachers covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 4: DISTRIBUTION OF AGREEMENT

4.1 Production Responsibilities

Prior to general distribution and not later than fifteen (15) days after ratification by both parties, the District and the Association shall sit down together and proofread the Agreement. It shall be the responsibility of the District to produce (type) the Agreement. The Association and the District shall be responsible for accurate wording. No later than five (5) days following proofreading, all corrections will be made, and the Agreement will be delivered to the Association. Any errors discovered that are mutually agreed to after distribution shall be corrected within five (5) days after either party finds the error and notifies the other party of such error.

4.2 Printing Responsibilities

The responsibility and cost of copies shall be paid by the requesting party.

4.3 Distribution Responsibilities

District will place an electronic copy of the Agreement on the District website within 10 days of receiving the final, signed copy. Employees will be informed of where to find the electronic version. Employees may print a hard copy if they so desire.

4.4 Availability to Applicants

The District shall have available a copy of the Agreement in the Personnel Office for all teacher candidates to review.

4.5 Distribution of Certified Copies

The District shall receive one signed copy and the Association shall receive three (3) signed copies of the Agreement signed by all parties involved in the negotiations and approvals thereof.

Section 5: AGREEMENT ADMINISTRATION

Requests for amendments or modifications must be in writing, must include a copy of proposed changes, and must refer to the specific article(s) and section(s) to be discussed. A reasonable amount of time must be allowed for the other party to consider the proposed changes and respond in the negative or affirmative to the request to reopen negotiations.

**ARTICLE II – BUSINESS**

Section 1: DUES, DEDUCTIONS, REPRESENTATION FEES

1.1 Authorization and Notification

On or before August 25 of each school year, the Association shall give written notice to the District of: a) the dollar amount of individual dues and fees of the Association including the National Education Association and the Washington Education Association, which dues and fees are to be deducted in the coming school year under payroll deductions, and b) if necessary, the name of the designated charitable organization. The total for these deductions shall not be subject to change during the school year.

1.2 Payments and Confirmations

The deductions authorized above 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. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. The District agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. A duplicate list may, upon request of the Association, be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District may, upon request of the Association, notify the Association of any changes in said list due to teachers entering the employ of the District.

The Association agrees to reimburse any teacher from whose pay excess dues and/or representation fees were deducted, provided the Association or its affiliate actually received the excessive amount.

1.3 Allowable Deductions

1.3.A Membership Deductions

Within ten (10) days of their commencement of employment, teachers who do not currently have deductions for dues and fees made by the District may sign and deliver to the District an Assignment of Wages Form which Form shall authorize deduction of membership dues and fees of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the teacher, and received between August 15 and September 15 preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those teachers who have joined the Association and paid its dues and fees by means other than through payroll deduction.

### 1.3.B Representation Fee Deductions

In the event that any teacher fails to sign and deliver an Assignment of Wages Form as described herein or has not revoked previous dues and/or fee deductions, the District agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and fees; provided, however, that teachers who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this Article. The District agrees to provide to the Association each month a list of teachers on behalf of whom representation fee deductions have been made.

### 1.3.C Charitable Organization Deductions

Any teacher claiming a bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment. Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the teacher claiming such objection an amount equivalent to the Association dues and fees; provided, however, that said monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the act has been made. In the event that it is finally determined that the teacher does not have a bona fide religious objection, the District agrees to promptly remit to the Association all monies being held.

In the event that a teacher has been determined to have a bona fide religious objection to the payment of representation fee or agency shop fee, said teacher shall pay an equivalent amount of money to a charitable organization mutually agreed upon by the employee affected and PERC. If mutual agreement is not reached between the parties within ten (10) days, the Commission shall designate the charitable organization. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the District an Assignment of Wages Form which shall authorize the deduction of an amount equal to



the dues and fees of the Association including the National Education Association and the Washington Education Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The District agrees to provide the Association each month a list of teachers on behalf of whom such charitable deductions have been made.

## Section 2: ASSOCIATION RIGHTS

### 2.1 Rights to Join and Support the La Center Education Association –

As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any bargaining unit members of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States.

### 2.2 Facility Access

Duly authorized representatives of the Association and their respective affiliates 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 and that their presence is made known to the Superintendent.

The Association shall have the right to use District buildings to hold meetings and to transact Association business. The Association may conduct one meeting per month on school District time.

### 2.3 Equipment Use

The Association may use school facilities and equipment, including but not limited to computers, document cameras, copy machines, calculators, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay only for the actual cost of materials and supplies incident to such use and other reasonable charges for maintenance. Computer use by employees is governed by the District's "Electronic Resources Acceptable Use Guidelines" and carries with it the understanding that any use of the District's email system is subject to outside Requests for Public Information.

### 2.4 Membership Communication

The Association may utilize bulletin Boards, at least one of which shall be provided in each faculty lounge of each school in the District, or place of reasonable access to teachers in the event faculty lounges are not in existence in a given school.

### 2.5 Access to Public Information

The District shall make available to the Association all public information concerning the District.

## 2.6 New Employee Orientation

Prior to their first day of work, new employees shall be given an opportunity for orientation by the Association.

## 2.7 Released Time

The parties agree that negotiations or grievance hearings will be scheduled after normal school hours, whenever possible. If Association representatives are mutually scheduled with the District's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay and a substitute will be provided, if required, at District expense.

# **ARTICLE III - PERSONNEL**

## Section 1. **RIGHT TO DUE PROCESS AND JUST CAUSE**

### 1.1 Constitutional and Legal Protections

All certificated employees shall have the right of full due process under the 1st and 14th Amendments of the United States Constitution. District actions which may lead to dismissal, adverse effect, or non-renewal of a certificated employee's contract shall be in strict accordance with Washington law.

### 1.2 Confidentiality

No certificated employee shall be reprimanded or warned of individual delinquencies or infractions except in private.

### 1.3 Association Representation

After any initial fact-finding, whenever an employee is questioned by a District supervisor for the specific purpose of seeking information which may be used as the basis of a dismissal or nonrenewal action, the employee shall be entitled to request and to have a representative of the Association or legal representative present at such meeting with the principal or supervisor.

Prior to any meeting that may lead to disciplinary action being taken, the District will notify the employee of their due process rights and right to representation. The District may also bring additional administrative or legal representation to any such meeting.

### 1.4 Notification in Writing

All information forming the basis for any reprimand or warning about any infraction of rules or delinquency in professional performance or any notification regarding serious professional

deficiencies or infractions of District rules, regulations or procedures shall be made available in writing to the employee and upon approval and/or request of the employee, to the Association.

### 1.5 Progressive Discipline

The District agrees to the process of progressive discipline, including but not limited to:

1. Oral warning,
2. Written building-level admonishment (does not include letters of direction),
3. Written reprimand,
4. Suspension without pay, and
5. Non-renewal or discharge as a final and last resort.

If the teacher does not request a due process hearing, suspension with pay or non-renewal or discharge may become effective immediately.

However, nothing in this Agreement shall hinder the immediate removal of a teacher with pay from the classroom if such teacher exhibits behavior that may be a threat and/or have an adverse effect upon the immediate health and/or welfare of the students, associates, and others.

The parties acknowledge that in some situations, leave without pay can be implemented as a non-disciplinary action by the district.

### 1.6 Retention of Materials

No evaluative material shall remain in a teacher's file for more than three years from the date of entry.

All information forming the basis or rebuttal for a reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the last three years.

## Section 2: INDIVIDUAL TEACHER CONTRACT

### 2.1 Contract Issuance and Acceptance

The District shall provide each teacher with a written contract by June 1 for the ensuing school year. Each teacher will sign and return the contract to the District for signature. The District will place one copy in the employee's personnel file and return a second copy to the employee.

### 2.2 Release from Contract

A teacher under contract shall be released from the obligations of the contract upon request under the following conditions:

- 2.2.A A teacher under contract shall be released from obligations of the contract upon request if a resignation letter is submitted to the Superintendent's office prior to July 15.

- 2.2.B Upon submittal of a resignation letter, a teacher may be released from the obligations of the contract after June 15 and up to three weeks before the start of school provided a satisfactory replacement can be obtained.
- 2.2.C A teacher may be released from the obligations of the contract at any time the Board accepts a resignation.
- 2.2.D The signed contract will be due to the District Office by June 15 or the last day of school, whichever occurs first.

Section 3: LAYOFF AND RECALL

3.1 Determining Staff Reductions

The following procedures and criteria shall be implemented if layoff becomes necessary.

This procedure shall apply equally to all certificated employees of the District except the chief administrative officer (Superintendent) and those employees excluded from the Association bargaining unit by law. In the event other policies, rules and regulations of the District are found to be in conflict with this procedure, this procedure shall be controlling. This shall not prevent other bargaining units similar procedures as provided by law, except that in no way shall any agreement lessen or modify the protections under this section.

The necessity for and the extent of the staff reduction will be determined by the Board of Directors upon the recommendation of the Superintendent. The following, in the order listed, may be the major factors considered in determining the educational program or service to be provided and the certificated employees who will be employed to provide the educational program or service.

- 3.1.A The Association may give recommendations on staff reduction to the Superintendent and shall be informed of all decisions made by the Board on staff reductions.
- 3.1.B In making a recommendation on the education program or service to be provided by the District, the Superintendent may consult with the certified staff and administration and shall give consideration to the following factors:
  - 3.1.B.1 The needs of the students.
    - 3.1.B.1.a Requirements for graduation.
    - 3.1.B.1.b Requirements for accreditation.

- 3.1.B.2 The funds available for the implementation of the educational programs or supportive services.
  - 3.1.B.3 The curriculum offerings based on the material developed under 3.1.B.1.a and 3.1.B.1.b.
  - 3.1.B.4 The positions needed to operate the educational programs and/or supportive services.
- 3.1.C The Superintendent, in consultation with the Association, shall seek out, contract, apply for, and negotiate for financial assistance from all known sources, and any reports furnished the Board will also be provided to the Association. If an educational program or service in the District is to be reduced, modified, or eliminated, the Superintendent shall develop a list of certificated employees to be recommended to the Board for retention by the District to fill the positions needed to operate the educational program or supportive service. The following criteria should be applied in the order listed in developing the list of certificated employees. Both the role of teaching experience and of academic training are recognized in placing certificated staff on the list.
- 3.1.C.1 All teachers will be listed from the most senior teacher in experience to the least senior teacher in experience, using these criteria:
    - 3.1.C.1.a Total teaching experience.
    - 3.1.C.1.b In case of a tie of total experience, the teacher with the most in-state experience shall retain seniority.
    - 3.1.C.1.c In case of a tie in in-state experience, the teacher with the most in-District experience shall retain seniority.
    - 3.1.C.1.d In case of a tie of in-District experience, the teacher with the most academic credits on file with the District on January 1 of the current school year shall retain seniority.
    - 3.1.C.1.e In case of a tie in credits, a drawing of names by a third party outside the District shall be conducted in the presence of representatives of the Board and the interested parties. Those affected by the drawing may be present. The first name drawn shall have seniority.
  - 3.1.C.2 Each teacher shall be listed in order of experience and shall also be listed with the following information:
    - 3.1.C.2.a Level of certificate.

3.1.C.2.b Areas of endorsement.

3.1.C.2.c All special certificates held.

### 3.2 Annual Posting and Distribution of RIF Lists

By March 1 of each school year, the District will publish and distribute to all teachers and the Association a list ranking teachers as outlined in Section 3.1.C.1 and Section 3.1.C.2. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent and the Association objections to the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, it shall be done in writing, and the individual and the Association will be provided with copies thereof.

A list which shall include all corrections, deletions, and additions of personnel shall be provided to the Association by April 15 of each year.

### 3.3 Layoff Procedures

In the event it becomes necessary to lay off teachers, the following procedures will be implemented:

- 3.3.A The District shall allow all employees who so choose, upon written application, a leave of absence for the ensuing school year. Further, any certificated employee taking such leave shall be re-employed at the end of the ensuing school year at the same or comparable position and/or level, and with no loss of rights, benefits or seniority which would normally have accrued to the employee had the employee been employed during the school year. Should revenue not be available to re-employ said individual, this layoff and recall agreement shall be applied to those individuals previously on leave in accordance with its application to all other staff members.
- 3.3.B Once the Board has established the projected budget for the following year and defined the money available for teacher salaries and benefits, the reductions can be balanced against the teachers most junior on the list until the number of teachers retained is within budgetary limits.
- 3.3.C The Superintendent shall endeavor to maintain as complete an educational program as possible, using the teachers retained in 3.3.B. However, if it is found that no teacher retained in 3.3.B is qualified by experience or certificate, as defined in step 3.1.C.2, to teach a continuing program in the school system, the most senior teacher not retained in 3.3.B who is qualified shall be retained, and shall replace the least senior teacher retained in 3.3.B.

- 3.3.D All teachers not to be retained by the District for the coming year will be notified in writing of the decision of the Board no later than May 15 of the current teaching year.
- 3.3.E Individual teachers not assigned to a teaching position will be notified of layoff in accordance with aforementioned provisions of this article and will be recalled as requirements permit.
- 3.3.F For one (1) year laid-off teachers shall retain the right to District group insurance plans in which they were enrolled prior to being laid off, providing the teacher pays the District the cost of said insurance.

It is understood and agreed that teachers laid off pursuant to the terms hereof will not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year. Each laid-off teacher shall have seniority until he/she submits written resignation or fails to accept a position pursuant to the Recall Procedure in Section 3.4.

#### 3.4 Certificated Staff Recall Procedure

##### 3.4.A Recall Priorities

In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall first recall all teachers in the Association who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position (last out, first in) as long as the teacher meets requirements in 3.1.C.2 and provided that where teaching assignments require any special certification by state regulations, such assignments shall be filled by the next most senior teachers currently holding such special certificates.

Teachers who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position which may become available later.

Teachers who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time teacher with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all teachers (full and part-time) with greater seniority.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at the last known address. It shall be the

responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher.

Any teacher so notified shall respond within five (5) calendar days from receipt of said notice, whether the teacher accepts or rejects the position. If a teacher rejects a position which he or she is certificated to teach, and such position is offered consistent with the aforementioned provisions of this Article, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

### 3.4.B Layoff Benefits

All positions of substitute teachers shall be offered to teachers on recall, before any other person is offered such a position. Pay shall be at current substitute rates.

All benefits to which a teacher was entitled at the time of the layoff, including unused accumulated sick leave, will be restored to the teacher upon return to active employment and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education.

## Section 4: EMPLOYEE RIGHTS

### 4.1 Full Rights Under the Law

The District shall not discriminate against a teacher based upon the private and personal life and/or political activity or lack thereof unless the duties, responsibilities, and effectiveness as a teacher while carrying out official duties are affected.

The District and the Association agree not to discriminate against any teacher in the application of the Agreement because of Association membership and/or activity or lack thereof. Pursuant to the Act, the District hereby agrees that every teacher as herein defined shall have the opportunity to freely organize, join, and support the Association for the purpose of engaging in collective bargaining and other concerted legal activities of the Association.

## Section 5: PERSONNEL FILES

### 5.1 Right to Inspect

Teachers and former teachers shall, upon request, have the right to inspect all contents of their permanent District personnel file which shall be kept in the District Personnel Office. Upon request, a copy of any documents contained therein, except as restricted by placement centers,



shall be afforded the teacher at the teacher's expense. No secret, duplicate, alternate, or other personnel file shall be kept in the District. A separate file for processed grievances shall be kept apart from the teacher's personnel file. The teacher may inspect only those grievances pertaining to him/her.

Any derogatory material not shown to and signed by the teacher within ten (10) school days after receipt or composition, shall not be placed in the personnel file or allowed as evidence in any grievance or disciplinary action against such teacher. Should an individual refuse to sign any document, a written notice shall be attached to the document speaking to the teacher's refusal, with such notice forwarded to the Association, to the individual, and the Superintendent. Signature on a document does not necessarily indicate agreement with its content.

Upon request by the teacher, the proper administrator and teacher shall initial all sheets, documents, evaluations, etc. If desired, an inventory to verify contents of the permanent personnel file at the time of inspection by said teacher shall be made.

Copies of formal evaluations, professional references, and academic records may be forwarded by the administration from the personnel file only upon written request from the teacher.

#### 5.2 Right to be Accompanied by Representative

The teacher may have one person present at any review in addition to the custodian of the file or authorized administrator.

### Section 6. EMPLOYEE PROTECTION

#### 6.1 Coverage in Accordance with the Law

The District shall maintain liability insurance at least at the level prescribed by statutes. This insurance policy shall not contain a subrogation clause.

#### 6.2 Employee Assault Coverage

Any case of assault upon teachers while acting within the scope of their employment shall be promptly reported to the District. The District will furnish the employee legal counsel and other assistance which may be required in handling the incident by law enforcement and judicial authorities when such incident occurs when said teacher is acting within the scope of his employment. The District shall furnish the Association with full information on the liability insurance policies in force.

### Section 7: VACANCIES AND TRANSFERS

#### 7.1 General Provisions

To assure that pupils are taught by teachers working within their areas of competence, teachers shall be assigned in accordance with the regulations of the State Board of Education. The Administration will endeavor to notify teachers in writing no later than the close of the school year of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments.

#### 7.2 Posting of all Vacancies and Transfers

All vacancies and new positions shall be reported to the Association, posted on the District website and e-mailed to all certificated staff. Postings shall remain open for at least five business days, but may be posted internally and externally simultaneously.

#### 7.3 Voluntary Transfers

The intent of this section is to facilitate transfers within the District prior to advertising vacancies to out-of-District applicants. Prior to March 1, teachers wishing a change in assignment may apply in writing for a change in assignment. Letters of request are to be submitted to the District office. As vacancies occur for the following school year, teachers who have requests on file will be given first consideration for filling them. By the end of the in-District posting period a teacher interested in a vacancy must notify the building administrator. All interested teachers will be interviewed.

#### 7.4 Involuntary Transfers

The District maintains the right to assign staff to positions for which they are qualified. When involuntary staff transfers are made, the District will advise the employee as far in advance as practical of the transfer. Teachers assigned to positions involuntarily will be given opportunities to be reassigned in subsequent years via the Voluntary Transfer procedure in Section 7.3 above.

### Section 8: TEACHER WORKDAY

#### 8.1 Length of Work Day

The total length of the work day shall not exceed seven and one-half working hours. Teachers shall make every effort to be in their classroom fifteen (15) minutes before the school day begins and fifteen (15) minutes after the school day ends. Teachers who must leave the building during the work day will notify the building principal or designee prior to departure.

#### 8.2 Unassigned Planning Time

All teachers shall be supported in their efforts to design instruction, assess student work and complete other preparation activities needed to provide high quality instruction for students through the allocation of unassigned planning time during the work day (exclusive of lunch period or time spent before or after the student school day).

Teachers in grades 6 through 12 shall have one period of unassigned planning time equal in length to one regular instructional period. Teachers in grades K through 5 shall have a comparable amount of unassigned planning time equal to the average unassigned planning time of 6-12 faculty. This will include no less than 200 minutes average per week through the release of students to specialist teachers in music, physical education, library, or other areas of study or student learning. Recess time will be considered as unassigned planning time in grades where recess is provided to students. However, it is agreed that 50% of recess time on average is used by teachers to provide extra needed support for student learning, and, therefore, will not be counted as unassigned planning time. If the District cannot create a comparable amount of planning time, then time will be made up in the following way:

Because facility constraints may create an imbalance of time for staff in grades K-5 compared to staff in grades 6-12, the following action is approved to remediate the imbalance if necessary:

- A. The District will compensate staff in grades K-5 for fifteen (15) hours at per diem rate.

It is also agreed that the goal will be to create a contiguous block of unassigned planning time for each teacher in order to provide the most effective planning time possible.

### 8.3 Loss of Unassigned Planning Time

A teacher's absence of two (2) or more periods shall require the placement of a certificated substitute except in cases of emergency. K-5 classroom teachers or other faculty members may be asked to stay with their classes in cases where specialist teachers are absent and appropriate and qualified substitutes cannot be obtained. Teachers having to give up unassigned planning time to fill in any absence by a certificated staff member when no substitute is available shall be paid at the per diem hourly rate of the certificated staff providing the student coverage beginning with the first loss of unassigned planning time. Teacher's convenience will be considered when making such replacements. Teacher's unassigned planning times will not be used in lieu of hiring a full time substitute.

### 8.4 Planning Time in Special Situations

Any faculty teaching a zero hour class shall have unassigned planning time equal in length to other teachers within their assigned building and if possible scheduled as consecutive minutes. Teachers of music, art, physical education, and laboratory sciences, librarians, communication disorders specialists, reading consultants, visiting teachers, counselors, and all special programs teachers shall be provided with unassigned planning time to the same extent as other teachers in their building.

Each specialist teacher will have on file in the principal's office one week minimum emergency lesson plans for substitutes.

### 8.5 Traveling Teachers

Teachers traveling between schools to instruct classes will be allocated 15 minutes per required trip for travel and set up, exclusive of preparation time. If scheduling cannot accommodate the above, the District will reimburse the affected teacher at their per diem rate based upon the seven-hour collective bargaining contract day for any minutes required and approved by the Superintendent to travel during collective contract provided planning time.

When K-5 classes are scheduled with a specialist, five minutes will be allocated for teacher travel, and this time will not be calculated as part of unassigned planning time.

#### 8.6 Duty Free Lunch

All teachers shall have a duty-free lunch period of not less than thirty (30) minutes per day, not including passing time to the class following lunch.

A teacher shall be permitted to leave the work site during the lunch period. A teacher shall notify the principal or designee upon departure and return.

#### 8.7 Leaving Before the End of the Teacher Work Day

Teachers will make their best effort to schedule medical and dental appointments, professional meetings, and personal business matters outside of the work day. Notice will be given to the building principal or designee before leaving school at the close of the student day for the purpose of travel to the above activities.

A teacher may be permitted to leave school immediately following the student day in order to attend regularly scheduled classes providing that s/he has consulted with the building principal and that the principal has agreed that attendance at such classes warrants the teacher's leaving.

Certificated employees will be allowed to leave the job site immediately after school on any day which begins a holiday period, or on any day in which they are required to return to a scheduled District meeting or event.

Subject to consultation with the building principal and provision being made for the safety and welfare of the students, a teacher may be able to leave the work site before the end of the student day when there exists an emergency situation which requires the teacher's presence.

#### 8.8 Faculty Meetings

Building principals in consultation with teachers shall establish a regular schedule for staff meetings. Such meetings shall not last more than 30 minutes beyond the regular teacher work day. Principals shall have the prerogative to call emergency meetings at any time.

#### 8.9 Teaching an Extra Period

If the need arises at the secondary level that an additional section in any subject is required, and it is not reasonable to hire a new certificated staff member for a single period, the district may request a current employee to take on an additional section by transferring their preparation time to after the end of the school day. In such circumstances, the teacher who agrees to teach an extra section will be awarded a supplemental contract for a proportional FTE as a regular 1.0 FTE employee in that school (i.e., 7 period day, teachers teach 6 periods: supplemental contract equivalent to .167 FTE; 6 period day, teachers teach 5 periods: supplemental contract equivalent to .20 FTE).

## Section 9: TEACHER WORK YEAR

### 9.1 Length of Contract Year

The school year will be 180 days. All teachers are expected to prepare for, conduct, evaluate and summarize instruction for students preceding, during and following the student school year. The District expects certificated staff to acquire, maintain, and enhance their teaching qualifications and certification requirements. Staff is also expected to know and follow the faculty handbook procedures.

### 9.2 Additional Contracted Days

Five (5) additional contracted days will be paid at per diem rate and will be paid out in twelve (12) equal payments. These additional contracted days (beyond the 180 day student year) will include five (5) days to be worked as follows:

#### TIME:

9.2.A Three (3) teacher work days: one prior to the first day of school for on-site preparation of classroom/instructional environment.; one mid-year work day for evaluating and recording of student progress reports for parents and mid-year grade reports; and one (1) end-of-year work day for evaluating and recording of student progress reports for parents and end-of-year grade reports, meeting/consultation with other faculty to plan and/or prepare presentation of programs and the closing of classrooms at the end of the year.

9.2.B Two (2) District-directed work days. One prior to the first day of school and one District-directed professional development day on the October state in-service day.

#### RESPONSIBILITY:

9.2.C The days and responsibilities attached to “deemed done” days are now part of the regular contracted salary. Any future additional compensation for responsibility must conform to the rules regarding enrichment activities.

## Section 10: ADMINISTRATION SUPPORT OF TEACHERS REGARDING DISCIPLINE

### 10.1 District Expectations

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. It is the responsibility of each employee to maintain discipline within the classroom or work station. Such discipline shall be consistent with applicable federal and state laws and District regulations and policies. Each building's disciplinary procedures will be arrived at through cooperative efforts of the administration, staff, parents, and students with the recommended policy and procedures submitted to the Board for final approval.

## 10.2 Disciplinary Procedure

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from the individual classroom and instructional or activity areas for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first. Provided, that the teacher shall have first followed the District progressive discipline policy. Provided further, the teacher shall first advise the student to the extent necessary to provide the student procedural due process law. Prior to the student being readmitted to class, the employee will be informed about the resolution of the problem.

## 10.3 Administrative Support

The Board, Superintendent, and principals shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give prompt response to all teachers' requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the District.

## Section 11: JOB SHARING

The District and the Association recognize the benefits that can result from job sharing. A job sharing assignment is a sharing of one full-time regular position between two persons. The prospective job sharers will submit their request in writing to the Superintendent. The acceptance of a job sharing proposal is solely at the discretion of the District. If granted, the job sharers shall sign a job sharing agreement to be developed by the District and teachers involved. The agreement will identify contingencies that may arise during the course of employment, such as but not limited to, the absence or resignation of one of the job sharers and the responsibilities to participate in staff meetings and on committees. The following conditions shall apply:

- 11.1 The employees involved in a job share will split the insurance benefits, not to exceed 1.0 FTE.
- 11.2 Teachers will earn experience increments based on their full time equivalency of service for that year as per Washington State Rules and Regulations.

## ARTICLE IV – SALARIES AND BENEFITS

### Section 1: TEACHER’S PAY SCHEDULE

#### 1.1 Definition of Salary Schedule

All certificated personnel covered by this Agreement, regardless of field or level taught, will be placed on the bargained salary schedule shown in Appendix (Exhibit 5). Each individual contract will be for the professional work associated with teaching basic education requirements, including professional responsibilities such as collaboration meetings, IEP meetings, student assistance teams, and/or 504 meetings, staff meetings and meetings with families and/or students.

#### 1.2 Provisions Governing Schedule Placement

Employees will be placed on the salary schedule according to the highest degree earned and documented years of experience.

##### 1.2A Placement of beginning teachers

A beginning teacher shall be placed on the salary schedule according to the degree earned and subsequent credit as defined in Section 1.2.C.

##### 1.2.B Incremental Index

Increments for experience and education will be in accordance with the index shown on the salary schedule.

##### 1.2.C Education Credit

###### 1.2.C.1 College Credits

College credits for advancement on the salary schedule shall be accepted from four-year degree-granting institutions and shall be from classes of a 400 or higher designation related to education and/or the vocational teaching area of the teacher. Teachers may also advance on the salary schedule by earning college credits through approved in-service training as defined by state law. Credit may be given for courses taken at community colleges. All educational credits from community colleges and all courses under the 400 level are subject to District approval before the classes are taken.

###### 1.2.C.2 Educational Training Credits

Credit for educational training shall be given automatically when evidence of such credit is filed with the District. Such evidence shall be in the form of official college transcripts and should be filed with the District's business office no later than September 1. If because of circumstances beyond the control of the teacher, the college transcripts are not available and the District has been advised of the credit by the college or by the teacher in writing, the teacher shall be granted temporary allowance for the credit until confirmed officially by transcript no later than October 1.

#### 1.2.D Experience Credits

Credit will be given for teaching experience according to years of experience as recorded on the S-275 Report.

#### 1.2.E Out-of-state Credit

Teachers hired from out-of-state shall be given the same experience credit as those hired within state or those presently working for the District.

### 1.3 Tuition Assistance

The District shall provide five-hundred dollars (\$500.00) per teacher each year for tuition assistance for credits as listed in Section 1.2.C above. The employee shall voucher to the District for any incurred expenses up to the amount for professional development. Items which can be vouchered are tuition, clock hour charges, books, conference registrations, and travel and lodging costs, provided the travel is within the state of Washington or a 50-mile radius of the Portland/Vancouver area. Teachers may apply to the Superintendent for an exception to the travel and lodging limitations. Once a course has been approved by administration, the teacher may submit a voucher to the District for tuition assistance. Upon completion of the course, the teacher must submit a grade report with a passing grade. If the teacher does not complete the course or does not complete the course with a passing grade, s/he must reimburse the District for full cost of the voucher. Courses taken for reimbursement must be related to a teacher's field of work and be of graduate level. Undergraduate courses may be approved by the administration. At the teacher's discretion, s/he may carry forward tuition assistance dollars for one year. All tuition assistance dollars not used by staff in this section will be provided to other staff through the tuition assistance pool.

### 1.4 Unused Tuition Assistance

Unused tuition assistance dollars and/or donated funds from staff tuition assistance dollars will be provided to other teachers through an application process three (3) times a year (Fall, Spring and Summer terms) as additional tuition assistance. This money will be known as tuition assistance pool funds and will be available at the start of each school year to be divided equally for each application term of that school year. Staff applying for these funds will share equally



(up to the amount of their request) the funds available for reimbursement for qualifying expenses. The expenses applied for must be from either the prior term or the current term of the request only.

This provision is effective only upon continued voter approval of maintenance and operations levies.

#### 1.5 Limitations to Changes in Placement

After October 1<sup>st</sup>, no change in salary schedule placement will be made.

### Section 2: PAYMENT PROVISIONS

All teachers shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued on the last teacher working day of each month with the exception of the December paycheck. The December paycheck and/or pay statement shall be mailed to teachers at District expense one day prior to the end of the month.

In the event of a mistake in payment resulting in under or over payment, corrections shall be made as soon as possible.

All compensation owed to a teacher who has resigned or been terminated from the District shall, upon request, be paid following the normal pay schedule or by lump sum at the next regular pay period.

### Section 3: PAYROLL DEDUCTIONS

3.1 All salaries are subject to payroll deductions for:

3.1.A State teachers' or state employment retirement systems

3.1.B Withholding tax

3.1.C FICA

3.1.D Absence not provided for by leave: computed at per diem based on teacher's annual salary for each day's absence.

3.1.E Association dues or fees

3.2 The following deductions may be made if authorized by the individual:

3.2.A Additional withholding tax.

- 3.2.B Approved medical plans.
- 3.2.C Salary insurance.
- 3.2.D Tax-sheltered annuities.
- 3.2.E Payments to savings accounts at banks and credit unions.
- 3.2.F Other approved insurance programs.

Section 4: INSURANCE, POOLING AND OTHER BENEFITS

4.1 District Contributions to Insurance

The monthly insurance contribution will be increased to the State-provided amount. Beyond the state provided monthly insurance allocation, the District will provide an additional monthly allocation equal to the current year's carve-out amount for each full FTE, provided that amount does not increase more than 10% over the previous year's amount.

Employees less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the maximum contribution.

The monthly contribution from the District may be used to provide basic benefit coverage and optional benefits as per RCW 28A.400.270 and RCW 28A.400.280 and as determined by the Association.

4.2 Availability of Pooling Dollars

Any unused fringe benefit monies shall be accumulated in a pool to be used on a monthly basis to reduce or eliminate payroll deductions for certificated employees for approved medical and dental plans.

Section 5: TRANSPORTATION BENEFIT

5.1 Reimbursement for Travel

Teachers required to use their private automobiles to travel on school business shall be compensated at the current IRS per-mile rate. All teachers who, by nature of their assignment, must travel between schools or are required to make home visits shall also be reimbursed at the current IRS rate.

Section 6: ADDITIONAL REVENUE

In the event the District receives additional funds for purposes of increasing teachers' salaries and/or benefits during the school year, the District shall immediately notify the Association. The

Association and District shall, within twenty (20) days, begin negotiations on the distribution of such funds for application to the current salaries and/or benefits for teachers. Individual teacher contracts then shall be amended as soon as possible to reflect any negotiated improvement of salary and/or benefits.

Any program, stipend, salary, or benefit funded partially or fully by local levy funds shall be open for negotiation should the District experience a double levy failure during the terms of this agreement. These include:

- Two per diem supplemental days
- The HCA Carve Out Subsidy
- Tuition Reimbursement Fund
- Classroom Materials Allocation
- Stipends for Added Responsibility
- Elementary Prep Time Revision
- Personal Leave Revision

## **ARTICLE V – LEAVES**

### Section 1: **SICK LEAVE**

#### 1.1 Purpose and Accrual

At the beginning of each school year, each teacher shall be credited, in advance, with twelve (12) days of sick leave. Such leave may be used for absences caused by illness, injury, poor health, maternity, quarantine, other disabilities, illness of immediate family members, or emergencies. Each teacher's balance of unused sick leave shall accumulate from year to year, up to a maximum of 180 days. On August 31<sup>st</sup> of each year any teacher with a balance over 180 days, as determined by multiplying 180 times the number of hours in a full-time-equivalency teacher work day (defined under Article III, Section 8 of this agreement), will have their balance adjusted to 180 days maximum as required by State law. Sick leave will be taken in half or full days.

#### 1.2 Guidelines for Determining Emergencies

In determining an emergency, the following guidelines shall be used:

- 1.2.A The problem must have been suddenly precipitated and be of such nature that pre-planning is not possible or could not relieve the necessity for the staff member's absence.
- 1.2.B The problem cannot be one of minor importance or mere convenience but must be of a serious nature.

1.2.C Weather conditions for local travel to and from school shall not be considered a valid reason for an emergency unless approved by the Superintendent.

A written application for emergency leave must be submitted to the building principal on the day of return to school following the emergency.

### 1.3 Absences Related to Employment

Absences due to injuries incurred in the course of the teacher's employment shall be with full pay minus the amount received from Worker's Compensation. That amount paid by the District shall be deducted from accumulated sick leave on a pro-rated basis.

### 1.4 Reporting of Account Balances

At the end of each calendar year, the District will provide each teacher with an accounting of accumulated sick leave and all transactions concerning that teacher's sick leave days within that time period.

### 1.5 Transfer of Leave

Upon employment with the District, teachers shall be permitted to bring verified unused sick leave from a previous school District in the state of Washington.

### 1.6 Guidelines for Use

Sick leave may be used for medical and dental appointments which cannot be scheduled outside of the work day. Teachers are encouraged to make such appointments outside of the work day whenever possible.

### 1.7 Childbirth (See also Section 2: MATERNITY LEAVE)

In the event of the birth of a child of the employee's recognized domestic partner, two (2) days of sick leave will be allowed at the time of birth.

### 1.8 Exhaustion of Leave

A teacher who has exhausted sick leave and who is unable to perform regular duties because of personal illness, maternity, or other disability, may, upon request, be granted a leave of absence without pay. A teacher who has been granted leave under this provision may apply to return to service during the period of the leave. Approval by the Superintendent of such a request shall depend upon individual circumstances, with consideration given to the effect upon the educational process.

### 1.9 Sick Leave Buy-Back

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

#### 1.10 Sick Leave Donation

Any employee may donate sick leave as per state law.

#### 1.11 Sick Leave Pay-Out

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave up to a maximum of 180 days.

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

### Section 2: MATERNITY AND CHILD-CARE LEAVE

#### 2.1 Maternity Leave

The District will grant maternity leave with pay (from the employee's accrued sick leave) and any leave earned under the Washington Paid Family Leave Act following the delivery of a child. Requests for maternity leave must be in writing and received by the District at least two months prior to the expected commencement of such a leave. The request for leave shall include a statement concerning the expected date of delivery of the child and an estimate of the period of maternity leave required.

After all paid leave is exhausted, child-care leave will be on an unpaid basis. In the event that the employee's sick leave is exhausted prior to the completion of the maternity disability, the employee may draw the balance of the money due for the contracted days already worked during the school year.

#### 2.2 Child-Care Leave

A teacher may request an unpaid child-care leave for a period beyond the maternity leave period. Such a request should be made prior to the commencement of the normal maternity leave. The needs of the individual teacher and the needs of the educational program of the District will be evaluated in determining approval or disapproval of the child-care leave request.

Section 3: ADOPTION LEAVE

Two (2) days of adoption leave with pay from sick leave shall be granted to an employee for court and legal proceedings, home study and evaluations, and home visitations instituted by the adoption agency with the stipulation that the employee make every effort to schedule these proceedings outside of school hours.

Section 4: BEREAVEMENT LEAVE

Absences for bereavement will be granted for the following reasons:

- A. Death in immediate family (defined as spouse, sibling(s), children, parents, parents-in-law, grandparents, or someone living as a dependent within the household).
- B. Absence for bereavement shall be three (3) days.
- C. One (1) day of this leave may be authorized by the Superintendent for the death of relatives such as uncles, aunts, nieces, nephews, first cousins, employees, members of employee(s)' families, students, and for any other person which there has been a close friendship of long duration.

The Superintendent may grant additional bereavement leave due to special circumstances such as a need for extensive travel. In some cases, employees may be allowed the use of sick leave to extend bereavement leave. Employees may also request leave without pay, provided the cost of any substitute will be deducted from employee's pay.

Bereavement leave is noncumulative. Days are not required to be used consecutively.

Section 5: JURY DUTY AND SUBPOENA LEAVE

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

Teachers shall make every effort to schedule jury duty on non-teaching days.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law when such appearance results while acting within the scope of their employment. Leaves with pay shall also be allowed when the subpoena is the result of the employee's performance of their civic duty. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

Section 6: MILITARY LEAVE

In cases where a teacher is inducted into the armed services, Federal laws covering re-employment will be observed.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence from their teaching assignment for a period not exceeding fifteen (15) calendar days during each year. The teacher shall receive their normal District pay and there shall be no loss of privileges, vacations, or sick leave to which he/she might otherwise be entitled.

If any compensation is granted, the amount of that compensation shall be deducted from the teacher's regular pay.

Section 7: PERSONAL LEAVE

Employees shall be granted, upon request, two (2) days of leave per school year to conduct personal business. Teachers may also use up to one (1) additional day of sick leave per school year to conduct personal business, for a total of three (3) days. If an employee does not use the first two (2) days of personal leave, s/he will be compensated in July's payroll the per diem cost of a substitute for each personal leave day not used. Staff members requesting to take personal leave shall do so on AESOP at least three (3) days in advance, except in unusual situations where prior notice is not possible. In the latter instance, approval of such leave shall be sought immediately upon return to work.

The District may limit personal leave to not more than ten percent (10%) of the certificated staff on any one day if substitutes are not available. Personal leave may be taken in half-day (subject to availability of 1/2 day subs) or full-day units only. In special circumstances, the Superintendent may agree to approve one (1) additional day of personal leave charged against the employee's sick leave balance for a total of four (4) days.

Section 8: ASSOCIATION LEAVE

Up to twenty (20) days of released time per year shall be available for officers and representatives of the La Center Education Association to conduct business of the Association. Such leaves shall be subject to the following:

- 8.1 These released days shall be with full pay and the Association shall pay the District the cost of a substitute, if one is secured.
- 8.2 Such leaves must be taken in half-day or full-day units.
- 8.3 The Association shall notify the District of released time to be taken as soon as possible, but no later than forty-eight (48) hours prior to the leave.
- 8.4 The District may limit Association leave taken on a given day to four (4) people.

Section 9: RELIGIOUS OBSERVANCE LEAVE

Religious observance days for a teacher whose religious affiliation requires observance of holy days on a day or days when schools are in session may be granted for this purpose. Application to the Superintendent shall describe the holy day or days and shall give evidence attesting to the fact that the teacher's religious affiliation requires observance of this day in such a manner that s/he cannot perform the contracted educational responsibility on that day(s). Such days are to be deducted from the contracted salary at the per diem rate.

Section 10: OTHER LEAVE

Unpaid leaves of absence may be granted by the District for various lengths of time, based on individual circumstances.

Leaves of absence for one (1) year without pay may be granted teachers for the purposes of study, travel, recuperation, child care, adoption, teaching in another school District, working in a professional related field, Association or Association-related business (WEA or NEA), including professional leave. Leaves shall be requested by April 15 with the reason for leave stated in writing. Should the teacher not use the leave for the stated purpose, the leave shall be cancelled and the continuing contract terminated. If the reason for the teacher's leaving changes, the teacher may petition the District in writing to accept the change.

A teacher receiving a leave will receive no salary for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. If during the leave the employee gains additional experience, then s/he will advance on the salary schedule accordingly. A teacher returning from a leave of absence shall be given the same consideration for returning to their last assignment as if s/he had been employed by the District. The teacher shall indicate to the District by March 15 of intent to return. Upon request by the teacher, such leave may be renewed up to one (1) additional year by Board approval.

Up to 10 per cent (10 %) of the teachers may be granted one (1) year leaves by the Board. If the applicants for such leave exceed ten percent (10 %), Board approval may be denied. Leaves shall be granted based on the order of requests.

Section 11: WASHINGTON STATE FAMILY AND MEDICAL LEAVE AND INSURANCE ACT (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees may initiate the use of this leave prior to exhausting all accumulated sick leave. Commencing January 1, 2019, the District shall pay 37% of the payroll premium to fund this leave; the remaining portion of the premium (63%) will be deducted from the employees pay warrant. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.



## ARTICLE VI -- GENERAL WORKING CONDITIONS

### Section 1: GOALS

The Board recognizes the following as District goals:

- 1.1 A work area containing adequate equipment and supplies to aid in preparation of instructional materials.
- 1.2 A furnished faculty lounge separate from any work area and equipped with a telephone line and instrument.
- 1.3 A communication system between classrooms and the main office.
- 1.4 Well-lighted and clean restrooms separate for each sex and separate from student restrooms.
- 1.5 A separate and private dining area.

In order to permit freedom of access both during and after regular school hours, all teachers will be given keys to their classrooms, faculty lounge, work areas, including a copy room, and outside door of their assigned building. Teachers on extra duty contract shall be given all keys necessary to the performance of their assigned duties.

An adequate part of the parking lot at each school will be reserved for teacher parking.

The Board encourages teachers to utilize some form of evaluation from parents and students.

### Section 2: MATERIALS FUND

Each year, the District will transfer \$50 per teacher to building budgets which principals will pass through to individual teacher budgets. Teachers shall follow District purchasing procedures by submitting requisitions for principal/supervisor approval. Any unused monies shall return to the building general fund at the end of the school year.

### Section 3: ACADEMIC FREEDOM

The teacher will use professional judgment in determining the appropriateness of the material in the curriculum and the maturity of the students. Questionable matters shall be referred to the principal for decision.

In the presentation of all controversial issues, every effort will be made to effect a balance of divergent points of view, and provide opportunity for exploration by students into all sides of the issue.

In discussing controversial issues, a teacher will encourage students to express their own views, assuring that it be done in a manner which gives due respect to the rights and opinions of others. When discussing controversial issues, the teacher will respect positions other than their own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device will be utilized by the District to observe or place under surveillance any certificated employee without their knowledge and consent.

#### Section 4: CLASSROOM VISITATION

##### 4.1 Guidelines for Visitations

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

- 4.1.A All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, time will be arranged after the principal has conferred with the teacher.
- 4.1.B The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visit whenever possible.
- 4.1.C The terms “citizen” and “visitor” as used in this section are intended to include non-students as well as students from another school District.
- 4.1.D If a dispute arises regarding limitations upon visits:
  - 4.1.D.1 The visitor shall first discuss the matter with the building principal;
  - 4.1.D.2 If the matter is not satisfactorily resolved, the visitor may request a meeting with the Superintendent of schools. The latter shall promptly meet with the visitor, investigate the dispute, and render a written decision which shall be final, subject only to the citizen’s right to raise an issue at an open meeting of the Board of Directors.
- 4.1.E Certificated school District personnel and members of the Board are not required to obtain the approval of the principal to visit a school and/or classroom. Upon consultation with the teacher, they are encouraged to visit classrooms from time to time without interfering with the educational process. Should a dispute arise, item 4.1D above shall be followed.

Section 5: SAFE WORKING CONDITIONS

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. To insure the safety of all students and staff fire alarms audible to all classrooms will be installed. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

Teachers shall make known to the administration, in writing and without delay, any unsafe or hazardous conditions that may exist.

Section 6: BUILDING-BASED MANAGEMENT

Recognizing the importance of good communications among all elements of the school District staff, the District and the Association agree to the concept of building-based management. This type of management is understood to mean a close, cooperative working relationship between the building administrator and the certificated and non-certificated staff assigned to the administrator's building.

The goal of a building-based management program will be to identify areas of strengths and weaknesses within that building environment, to design educational programs to meet building needs, to review and prioritize resources available to the building, to seek support for building programs in terms of funding and policy support from the District, and to provide a vehicle for maintaining efficiency and effectiveness in building operations. To that end, each building principal will form a school site council to assist in development of the areas listed above.

Within the framework of the District goals, resources, policies, and procedures, building principals and site councils will be given as much discretionary responsibility as possible. Decision making will be placed at the lowest level possible consistent with District-wide needs. With discretionary powers available to buildings, the District will hold building principals and staff accountable for proper and efficient utilization of resources. School site councils will be established not later than September 15, of the school year.

Each school site council will have at least two (2) certificated representatives and at least one classified representative. As appropriate, parent and student input should be sought and utilized.

It is expected that site councils will address such issues as: building budget, staff development, curriculum development, building policies and procedures, and various aspects of student issues. Where decisions have impact on other buildings or the District as a whole, it is expected that a site council will prepare positions for discussions at District level for approval, disapproval, or modification. It is also expected that at least twice each year the building site councils will meet jointly for review of issues impacting on the District as a whole and to consider recommendations for District consideration. No site improvement plan may be designed or implemented that would be contrary or inconsistent with the terms of this collective bargaining agreement or in violation thereof. Although the Board and District administration retain ultimate

responsibility for District operations and management, it is anticipated that the building-based management concept will provide shared responsibility for effective and efficient operations of the District. Additionally, it is anticipated that the site councils will provide the vehicles for self-study, self-renewal, goal setting, and goal attainment.

## ARTICLE VII – INSTRUCTIONAL ISSUES

### Section 1: CLASS SIZE

#### 1.1 Procedures Governing Class Size

In order to achieve the goal of reasonable and equitable class enrollment for employees, the following procedures are to be utilized:

- 1.1.A In developing the schedule of classes, teachers, and students, the administration will make every effort to stay within the class size average addressed in the Agreement.
- 1.1.B A review of teacher workload will occur:
  - 1.1.B.1 By October 1 for all buildings.
  - 1.1.B.2 Within two (2) weeks of the beginning of the other scheduled terms at the secondary level.
  - 1.1.B.3 At the request of the involved principals or the teachers.

#### 1.2 CLASS SIZE LIMITATIONS

In accordance with Ends Policy E-1, it is the goal of the District to provide for a supportive learning environment for each student. Insofar as allowed by constraints of physical plant and financial resources, the following teacher workloads shall be considered too large to fulfill the District mission:

- 1.2.A A kindergarten average in excess of fifty (50) students per teacher, divided by two (2).
- 1.2.B At grades 1-3, an average in excess of twenty-seven (27) students per teacher.
- 1.2.C At grades 4-5, an average in excess of twenty-nine (29) students per teacher.
- 1.2.D At grades 6-12, an average in excess of thirty (30) students per class or 150 students per day.

1.2.E With the exception of those classes listed in the next paragraph, a single class room in excess of two (2) students over the average as stated above.

### 1.3 Exceptions to Limitations

Special Education, Chapter 1, vocational, music, and physical education classes are not included in the above average. A single class over thirty-seven (37) students shall be considered too large for secondary physical education departments. Weight room classes shall be considered too large at twenty-six (26); or less when the employee and principal agree that due to safety concerns, the class size must be further restricted.

### 1.4 Definition of Workload

For purpose of determining workload, “teacher” is defined at the secondary level as a certificated employee whose assignment is classroom instruction, and at the elementary level as being a certificated person, other than librarians, music teachers, reading specialists, Chapter 1 teachers, physical education teachers, and Special Service personnel, whose assignment is classroom instruction.

Students with special needs, such as those identified as medically fragile, needing ELL services, or those on IEPs or 504 plans who are placed in a basic education classroom shall be weighted at 1.25 FTE in recognition of the extra work associated with documentation, meetings, and implementation of appropriate activities related to the student’s special status.

The District recognizes that students with special needs, such as those identified above, require additional support by the classroom teacher. In the event a class or class load contains a disproportionate number of such students, every effort shall be made to achieve a more equitable balance in classes or class periods. This could occur through the lowering of overall class size, redistribution of special needs students, additional classroom aide support, or other reasonable solutions worked out to create an equitable workload.

The maximum size shall not apply where the staff and administration in a school have planned variations in organization, curriculum and instruction (e.g., team teaching, differentiated staffing). Class size equity between similar classes within buildings shall be a priority for self-contained classrooms.

### 1.5 Resolution of Overloads

If the review of workload reveals an excessive workload for any certificated employee covered by this Agreement, all parties concerned, including teachers, principals, and other administrators will assist in determining an acceptable means of resolving the matter. The final decision as to the best method of addressing the situation will be the responsibility of the District. Acceptable alternatives to addressing an overload include but are not limited to:

1.5.A Transfer students to different classes.

- 1.5.B Start new class.
- 1.5.C Limit the enrollment to the specified number per class.
- 1.5.D Assign daily aide to the involved teacher using a ratio of one-half (1/2) hour per student in excess of the above limits.
- 1.5.E As an alternative to an aide, a teacher may choose to convert aide time at the hourly rate of a beginning aide for the purchase of supplies, materials and/or field trips.
- 1.5.F Shift teaching assignment.
- 1.5.G Assign aide time to support employees with excessive workload.

The District shall adopt a plan of implementation from the above alternatives within ten (10) working days after the overload is identified.

1.6 Additional Special Education Time:

- 1.6.A Certificated special education staff, limited to teachers and psychologists, will have five (5) additional days at per diem to support their work serving students within special education.
- 1.6.B Certificated special education staff, limited to speech and language pathologists (SLP's), will have three additional days at per diem to support their work serving students within special education, specifically speech and language.

Additionally, through collaborative efforts between the SLP's and administration, we will devise a calendar that will provide a week of non-student time approximately every fifth week. This week is designed to provide time for planning, assessments, meetings or intakes as examples. One day within that week may be designated for off-site work.

- 1.6.C Psychologists have two (2) off-site days per month. The calendar will be designed collaboratively between psychologists and administration. The calendar will reflect approximately two (2) days per month that work can be conducted off-site.

1.7 Special Education Caseloads:

The District will make every attempt to maintain reasonable caseloads for all special education employees. The District will attempt to staff the caseloads found in the chart below. If caseloads exceed the overload status, staff members may complete the caseload relief form and

review it with their principal and the director of special education to work towards a mutually agreed upon remedy for students.

Upon teacher determination and request, the teacher and principal will conference to determine if additional instructional interventions are needed in each classroom or program. A recommendation will be made by the principal to the director of special education as needed. Determining factors can include: age and number of students in classroom, specific special education needs of students, student health concerns and other items as identified. Final determination of staffing levels will be the responsibility of the Superintendent who will consider the recommendation of the above group.

Potential remedies for case overloads:

- 1.7.A Additional certificated staffing.
- 1.7.B Additional paraprofessional staffing.
- 1.7.C Balancing of class loads.
- 1.7.D Provide support for assessment.
- 1.7.E Revising the daily/weekly staffing schedule.
- 1.7.F Revising the daily/weekly building schedule.
- 1.7.G Substitute release time.
- 1.7.H Fifty dollars (\$50) per student in overload per month
- 1.7.I Other

Caseloads in overload are reviewed monthly.

<b>Student Designation</b>	<b>Caseload</b>	<b>Overload Status</b>
Life Skills (1 Student = 2.6 of resource students for mixed classes of resource and life skills)	10	>10
Resource	26	>26
Preschool	12	>12
Psychologist	120	>120
Speech	60	>60

Section 2: CURRICULUM SELECTION

The initial selection of text and supplementary materials will be made by certificated staff members who teach in the curriculum area under study. Selection recommendations shall be forwarded to the Instructional Materials Committee.

## **ARTICLE VIII – EVALUATION AND PROBATION PROCEDURES**

### Section 1: EVALUATION PROCEDURE FOR CERTIFICATED STAFF

#### 1.1 Introduction

Classroom teachers and certificated support personnel holding non-administrative positions [herein after collectively referred to as “employee(s)”] shall be evaluated during each school year in accordance with the procedures and criteria set forth herein as outlined under RCW 28A.405.100 and WAC 392-191A.

Before non-renewing a continuing or provisional employee, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. The efforts shall include:

1. A completed comprehensive evaluation;
2. A specific and reasonable plan designed to assist the employee in making satisfactory progress in improving their performance including benchmarks defining desired performance and indicators of benchmark achievement;
3. A description of the assistance and services the District will provide to the employee to improve their performance;
4. Periodic reports to the employee of the evaluator’s judgement on the employee’s progress toward remediation deficiencies;
5. Written notice to the Association and employee regarding the employee’s progress prior to March 1, or thirty (30) calendar days after the employee began work on the plan, whichever is later. (RCW 28A.405.100)

The ultimate goal of the observation or evaluation process should be to improve instruction. To this end, the teacher and observer need to work together to identify particular areas in which the classroom teacher’s professional performance is rated at either proficient or higher, as well as any particular areas in which s/he needs to improve in order to increase student achievement.

With this in mind, a two-pathway observation and evaluation process will be used.

#### 1.1.A Applicability

For the purposes of this agreement, classroom teachers and certificated support personnel are defined as follows:

Classroom teachers spend more than fifty (50) percent of the workday providing academically focused instruction and grades for students, and their duties are consistent with the state criteria for teachers and the District’s framework and rubrics.



Certificated support personnel shall include, but not be limited to, library media specialists, counselors, psychologists, and speech language pathologists. Certificated support personnel shall be evaluated using the approved evaluation rubrics and summative evaluation forms specific to the knowledge, skills and abilities of their certification.

## 1.2 General Provisions for Observations and Evaluations

### 1.2.A Responsibility for Evaluation

The evaluator shall be the principal of a school to which the employee is assigned or an administrative designee. The evaluator shall be designated prior to beginning the process. The administrative organization plan of the school District shall be used to determine lines of responsibility for evaluation of any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process.

### 1.2.B Evaluation Criteria

All employees shall be evaluated in accordance with the criteria set forth in state law. Evaluations required or permitted hereunder shall be documented on the evaluation report forms provided herein.

### 1.2.C Required Evaluations

All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment period.

All employees, including new employees, shall be evaluated annually according to timelines established in the first paragraph of section 1.4.E.

If an employee is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made at the time of such transfer.

If the employee resigns or takes a leave of absence during the school year, a final evaluation shall be completed prior to the resignation/leave date whenever possible.

If the administrator contemplates recommending that the employee be placed on probation, an evaluation shall occur at least ten (10) school days prior to placing the employee on probation.

### 1.2.D Additional Evaluations

In addition to the evaluations required under paragraph 1.2.C. above, principals and other evaluators may make evaluations at any time during the school year. Evaluations may cover individual observations or such periods of time as may be identified in the evaluation report. Only in special cases should the number of evaluations exceed three (3).

### 1.3 Evaluation Procedures

#### 1.3.A Instructional Framework and Evaluation Rubric

The parties have adopted the evidence based instructional framework: Danielson. The classroom teacher evaluation and student growth rubric utilizing the Danielson instructional framework is included herein. Additional rubrics for applicable certificated staff are available on the website.

#### 1.3.B Comprehensive Evaluation

All eight (8) criteria on the approved framework shall be evaluated. Student growth and all criteria contribute to the summative performance rating. The following employees shall receive a comprehensive evaluation:

- Provisional employees under RCW 28A.405.220
- Employees who received an annual summative performance rating of Level 1 (unsatisfactory) or Level 2 (basic) in the previous school year.
- Employees whose performance rating is Level 1 (unsatisfactory) in any single criterion, provided that the employee is notified on or before December 15.
- Employees who are on probation
- All employees shall receive a comprehensive evaluation at least once every four (4) years.

A comprehensive score cannot be decreased on a focused evaluation.

#### 1.3.C Focused Evaluation

At least one criterion (3, 6, or 8); OR criterion 1, 2, 4, 5, or 7 plus criterion 3 or 6 from the approved framework shall be evaluated. If criterion 3, 6 or 8 is selected, evaluators shall use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, criterion 3 or 6 student growth rubrics shall be used to meet the student growth annual requirement. Beginning in the 2017/2018 school year, employees completing focused evaluations shall be encouraged to select a criterion for evaluation based on a recognized area for professional growth. To this end, the most recent comprehensive summative score shall be the final focused evaluation summative score.

The following employees may receive a focused evaluation, with approval from the evaluator:

- Non-provisional employees who received a summative evaluation performance rating of Level 3 (proficient) or above in the previous school year.
- Employees not required to complete a comprehensive evaluation.

Upon written notification on or before December 15, an employee whose performance rating is Level 1 (Unsatisfactory) in any single criterion may be transferred from a focused evaluation to a comprehensive evaluation.

#### 1.4 Annual Continuous Learning Cycle (5-Step Plan)

Prior to the implementation of the evaluation process, the administrator of each building and/or his designee shall meet with the employee to review and discuss the evaluation procedure and criteria. Each employee will be supplied with a copy of the evaluation procedure.

An employee shall have the right to have a representative of their choice present during an evaluation conference.

##### 1.4.A Employee Self-assessment (Step 1)

Within the first forty-five (45) calendar days of school, each employee shall use the Danielson Rubric and evaluation worksheet to self-assess and determine a performance rating based on evidences of previous performance. First-year employees shall complete Step 1 after the 90-calendar day evaluation.

##### 1.4.B Self-assessment Review and Development of an Annual Learning Plan (Step 2)

Within the first forty-five (45) calendar days of the school year, each employee shall meet with their evaluator to review the self-assessment and to develop a formal written learning plan for the year. (First-year staff shall complete Step 2 after the 90-calendar day evaluation.) In any criterion where there is a rating difference between the employee and the evaluator, the lower of the two ratings will be used in the development of the annual learning plan.

Final approval of the learning plan for employees receiving a comprehensive evaluation rests solely with the evaluator. Final approval of the learning plan for employees receiving a focused evaluation rests solely with the employee.

##### 1.4.C Implement Plan and Collect Evidence— Observations (Step 3)

All employees receiving a comprehensive evaluation will work in concert with their evaluator and get direct assistance in collecting evidence of progress relative to their specific learning plan objectives.

All employees receiving a comprehensive evaluation shall be observed by their evaluator for a minimum total of ninety (90) minutes as part of the evidence

collection process during the annual evaluation cycle. A minimum three (3) informal observations, of at least ten (10) minutes each and one (1) formal observation of at least thirty (30) minutes, shall be conducted. Per subsection 1.2.C above, first-year employees shall be observed for the purpose of evaluation within the first 90 calendar days of the employment period.

All employees receiving focused evaluation will initiate their evidence collection strategy with the support of their evaluator. All employees receiving a focused evaluation shall be observed by their evaluator for a minimum total of sixty (60) minutes as part of the evidence collection process during the annual evaluation cycle. A minimum of three (3) informal observations, of at least ten (10) minutes each, shall be conducted.

#### 1.4.C.1 Formal Observations

Prior to a formal observation, the evaluator and the employee will meet to mutually understand the intent and the goals and objectives of the employee to be observed.

Formal observations (when required) are typically scheduled and must be a minimum of thirty (30) minutes in length. The evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three (3) days after such report is prepared. A scheduled post-conference between the observer and the employee is required.

#### 1.4.C.2 Informal Observations

Informal observations must be a minimum of ten (10) minutes in length and do not require a post conference unless requested by either the observer or the employee.

A written report (hard copy or digital version) of the observation must be given to the employee within two (2) working days of the informal observation. The employee will have up to five (5) working days to request a meeting to discuss the report. If the observer requests a meeting to discuss the observation, it will be included as part of the informal observation report.

Informal observation reports will not become part of the employee's permanent file, but events and activities recorded in these reports may be included in the employee's final evaluation.

#### 1.4.D Mid-year Learning Plan Review with Evaluator (Step 4)

On or before February 15<sup>th</sup> of each school year, every employee shall meet with their evaluator to review their learning plan. For those who are receiving a comprehensive evaluation, a new rating using the District's evaluation worksheet must be generated using the evidence collected throughout the first half of the school year. Adjustments, if necessary, will be made to the comprehensive evaluation learning plan as determined by the evaluator.

#### 1.4.E End-of-Cycle and Evaluation Reports (Step 5)

All employees receiving a comprehensive evaluation shall have their summative evaluation completed on or before May 1<sup>st</sup> of each school year. All employees receiving a focused evaluation shall have their summative evaluation completed on or before May 15<sup>th</sup> of each school year.

The employee shall be provided with a copy of the final summative evaluation report within three (3) days after such report is prepared and a meeting shall be held between the principal or other evaluator and the employee to discuss the report.

The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. If the employee chooses, she/he may attach a rebuttal to the evaluation.

Each evaluation report required under subsections 1.2.C and 1.2.D shall be promptly forwarded to the school District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under subsections 1.2.C and 1.2.D shall not be filed in the employee's personnel file unless either the evaluator or the employee elects to the contrary. If the evaluator elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation.

In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of the available supervisory resource persons to observe the employee's performance and make recommendations for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator shall prepare and deliver such improvement plan to the employee.

## Section 2: PROBATION

### 2.1 Supervisor's Report

At any time after October 15, an employee, with the exception of provisional employees, whose work is judged not satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean an employee's work is not judged satisfactory:

- Unsatisfactory (Level 1); or
- Basic (Level 2) if the employee is a continuing contract employee under RCW 28A.405.210 with more than five years of experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three year time period.

An employee on a continuing contract who has 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 assignment.

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

## 2.2 Establishment of Probationary Period

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

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

The purpose of the probationary period and the giving of the notice to the employee of deficiency shall be by the Superintendent and need not be submitted to the Board of directors for approval.

## 2.3 Evaluation during the Probationary Period

- 2.3.A At or about the time of the delivery of a probationary letter, the principal or other evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the Superintendent may authorize one (1) additional supervisory certificated employee to evaluate the probationer and to aid the employee in

improving their areas of deficiency. An employee who may be or has been placed on probation shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the employee so desires.

2.3.B During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of subsection 1.4.E, paragraph 2 and 3 above shall apply to the documentation of evaluation reports during the probation period. The employee may request observations.

2.3.C The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her improvement program.

## 2.4 Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor 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 employee has improved, and which shall set forth one of the following recommendations for further action:

2.4.A That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

2.4.B That the employee 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

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

## 2.5 Probationary Reassignment

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

## 2.6 Action by the Superintendent

Following a review of any report submitted pursuant to paragraph 2.4.C, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210.

- 2.6.A Each employee who is issued a written notice of probable cause for probation, nonrenewal or discharge by the Board pursuant to any section of this contract clause shall have ten (10) days following receipt of said notice to file any notice of appeal either directly to the court, pursuant to RCW 28A.405.320, or before the Board pursuant to RCW 28A.405.300, or RCW 28A.405.210, as required by statute.
- 2.6.B Records of probation shall be maintained in the employee's file for a period not to exceed two (2) years following the satisfactory completion of a probationary period and shall be destroyed at the end of that time period. The employee shall be notified in writing that the records of probation have been destroyed.
- 2.6.C In the event the Board determines that there is probable cause for discharge or nonrenewal, the Board shall so notify said employee by notice given by the Board as required by statute.

### Section 3: NON-RENEWAL OF PROVISIONAL EMPLOYEES

#### 3.1 Determination of Non-Renewal

In the event the Superintendent determines that the employment contract of any provisional employee should not be renewed by the District, such provisional employee shall be notified thereof in writing on or before May 15, which notification shall state the reason or reasons for such determination. Such notice shall be served upon the provisional employee personally, or by certified or registered mail, or by leaving a copy of the notice at the place of his or her usual abode with some person of suitable age and discretion then resident therein. The determination of the Superintendent shall be subject to the evaluation requirements of RCW 28A.405.100.

#### 3.2 Reconsideration of Non-Renewal

Every provisional employee so notified, at his or her request made in writing and filed with the Superintendent within ten days after receiving such notice, shall be given the opportunity to meet informally with the Superintendent for the purpose of requesting the Superintendent to reconsider his or her decision. Such meeting shall be held no later than ten (10) days following the receipt of such request, and the provisional employee shall be given written notice of the date, time and place of meeting at least three (3) days prior thereto. At such meeting, the



provisional employee shall be given the opportunity to refute any facts upon which the Superintendent's determination was based and to make any argument in support of his or her request for reconsideration.

Within ten (10) days following the meeting with the provisional employee, the Superintendent shall either reinstate the provisional employee or shall submit to the school District Board of directors for consideration at its next regular meeting a written report recommending that the employment contract of the provisional employee be non-renewed and stating the reason or reasons therefore. A copy of such report shall be delivered to the provisional employee at least three days prior to the scheduled meeting of the Board of directors. In taking action upon the recommendation of the Superintendent, the Board of directors shall consider any written communication, which the provisional employee may file with the secretary of the Board at any time prior to that meeting.

### 3.3 Determination of Board of Directors

The Board of directors shall notify the provisional employee in writing of its final decision within ten (10) days following the meeting at which the Superintendent's recommendation was considered. The decision of the Board of directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.

#### Section 4: ADMINISTRATIVE EVALUATIONS

Recognizing the impact of administrative personnel upon the educational process, the primary purpose of administrative evaluations will be to improve the instructional process and to help the administrator to gain a reasonably clear assessment of competency strengths and weaknesses.

Such evaluations by the teachers shall be completed prior to March 1 and shall be organized and carried out by the building principal.

The resulting evaluations shall be available only to the principal being evaluated. Its only function shall be to improve communication, morale, atmosphere and working relationships between the teachers and principal in their respective buildings.

#### Section 5: EVALUATION FORMS

The following performance Evaluation Report Forms for Employees are attached\* to and made a part of this agreement and shall be the forms used for employee evaluations.

- Formal Observation Record
- Performance Evaluation Record
- TPEP Evaluation Rating Scoring Sheet
- Danielson Instructional Framework (Most current version)

\*Forms are located on the District website at [www.lacenterschools.org](http://www.lacenterschools.org) under STAFF/Staff Resources/TPEP Teacher Evaluation Process

Section 6: CERTIFICATED SUPPORT PERSONNEL EVALUATION

Since Article VII – EVALUATION AND PROBATION PROCEDURES, Section 5, Evaluation Forms lists only evaluation forms for teachers, it is hereby agreed that the skills, knowledge and duties evaluation criteria set forth in WAC 392-191-020 *Certificated Support Personnel* and/or WAC 180-78-295 *Specific Knowledge and Skills for ESA School Counselor* shall be the criteria used for evaluation of La Center School District counselors in lieu of the adopted teacher evaluation forms.

ARTICLE IX -- GRIEVANCE PROCEDURES

Section 1. DEFINITIONS

The term “teacher” and “Association” as used in this Section are defined in Article 1, Section 2, of this Agreement.

A “grievant” shall mean teacher or group of teachers or the Association filing a grievance.

A “grievance” is defined as a claim that a specific term of this Agreement or a written District policy, regulation, rule or resolution covering wages, hours or terms and conditions of employment pursuant to RCW 41.59 has been violated, misinterpreted, misapplied or inequitably amended by the District, or that there exists a condition which jeopardizes a teacher’s health and safety.

“Days” shall mean teacher employment days, except as otherwise indicated.

Section 2. PROCEDURE

Step One: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with their immediate supervisor. Both parties will make every effort to resolve the grievance at this level in an informal manner.

If the grievance is not resolved within five (5) days, the teacher shall contact the Superintendent and the Association to continue with the informal process. If after ten (10) days following such contact the grievance has not been resolved, the procedure will move to Step Two.

Step Two: The grievant may invoke the formal grievance procedure on Exhibit 3. Such forms shall be available at the Superintendent’s office and from the Association. This form will contain, but not be limited to, the following:

- A. The facts upon which the grievance is based.

B. A reference to the specific language of the Articles and Sections of this Agreement alleged to have been violated and

C. The remedy sought.

A formal grievance must be filed within ten (10) days of the notification of the Superintendent, or within twenty (20) days of the time when the grievant may reasonably have been expected to have learned of the occurrence, of which s/he complains, whichever is later.

A copy of the grievance form shall be delivered to the immediate supervisor. Within five (5) days of receipt of the written grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall record a disposition of the grievance on the grievance form, date it, and sign it, within five (5) days of such a meeting. The grievant shall also sign the grievance form and date it. The grievant signature on the grievance form will not necessarily indicate agreement with the disposition. A copy shall be given to the grievant and also issued to the Superintendent and the Association.

Nothing shall prevent or hinder the grievant from seeking the advice of the Association.

The Association may initiate grievances at Step Two.

Step Three: If the grievant or Association is not satisfied with the disposition of the grievance, or if no disposition has been made with five (5) days of such meeting, (or ten (10) days from date of the filing, whichever shall be later) the grievance shall be transmitted to the Superintendent or designee. Within five (5) days the Superintendent or designee shall meet with the grievant. A representative of the Association may attend. The Superintendent shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant and a representative of the Association.

Step Four: If the grievant or Association is not satisfied with the Superintendent's disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, (or ten (10) days from date of filing with the Superintendent or designee, whichever shall be later) the grievance shall be transmitted to the Board through the office of the Superintendent. The Board shall meet with the grievant and Association representative on the grievance at the next regularly scheduled Board meeting and shall indicate its disposition of the grievance, in writing, within five (5) days of such meeting, and shall furnish a copy thereof to the Association and the grievant.

Step Five: If the grievant or Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within five (5) days of receipt of the written disposition of the Board. If the parties cannot agree on an arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by mutual consent from the American

Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any new evidence or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

Section 3: TIME LIMITS

Failure of the grievant or Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required actions within the times provided shall entitle the grievant or Association to proceed to the next step in the grievance procedure.

Section 4: ARBITRATION COSTS

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

Section 5: JURISDICTION OF THE ARBITRATORS

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Arbitrator shall decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall 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.

The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award.

Section 6: EXCEPTIONS TO TIME LIMITS

When a grievance is submitted between June 1 and September 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Section 7: NO REPRISALS

No reprisals of any kind by the La Center Education Association, administration, or School Board will be taken against any teacher because of their participation or nonparticipation in any grievance.

Section 8: COOPERATION OF BOARD AND ADMINISTRATION

The District and the administration shall not hinder the Association in its investigation of any

grievance, and further, will expeditiously make available to the Association such information as is requested for the processing of any grievance, and may charge reasonable fees for providing this information and/or copies thereof.

Section 9: RELEASED TIME

Should the investigation or processing of any grievance require that a teacher or an Association representative be released from their regular assignment, s/he shall be released without loss of pay or benefits, subject to the approval of the Superintendent. Such approval shall not be unreasonably denied.

Section 10: GRIEVANCE RECORDS

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Two (2) years after the settlement of a grievance, all specific references by name of individuals involved in the grievance shall be expunged from all such documents, communications and records relating to the grievance.

Section 11: HEARINGS, MEETINGS AND CONFERENCES

All hearings, meetings, or conferences pursuant to the grievance procedure shall be scheduled by mutual agreement 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 12: CONTINUITY OF GRIEVANCE

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

## **ARTICLE X -- EXTRA DUTY CONTRACTS**

Section 1: PROCEDURES

There shall be an extra duty contract for District specified extracurricular, special, and extra duty assignments. No employee shall be required as a part of their contracted responsibilities to perform extra duties. It is understood that several staff assignments require additional time beyond the regular work day and work year as a part of their position responsibilities. The District agrees to compensate staff members with those additional responsibilities through an extra duty contract for the additional time.

The Board of directors shall determine each year which extracurricular, special, and extra duty assignments will be funded and supported by the District. Appointments to extracurricular positions shall be for one school year and shall be consistent with statutory provisions.

The District shall notify employees of appointments to extracurricular positions as soon as possible before the job responsibilities commence. Extra duty contracts will be issued as soon as salary schedules and assignments are confirmed.

Section 2: APPLICATION

The District will notify teachers of available extracurricular positions. Employees desiring to make application for available positions must follow the application procedure specified in the position announcements. Announcements will be posted on the District website and a notice of posting e-mailed to staff.

The District will follow the practice of selecting the best candidate for each extracurricular position. It is the District's expressed desire to give preference to regular teaching staff, if their qualifications match that of outside applicants.

Section 3: EVALUATION

All persons holding extra duty positions shall be evaluated by the appropriate administrator. Teachers holding extra duty positions will be evaluated within fifteen (15) days following the completion of their assignment. Extracurricular and other extra duty positions which end at or near the end of the school year shall receive their evaluations as soon as practical following the completion of their assignment.

Section 4: PAYMENT

Teachers may elect to receive payment for extra duties in one of two ways:

- 4.1. Teachers may receive payment in one lump sum upon completion of the extra duties.
- 4.2. Teachers may receive payment in monthly installments, beginning with the month when extra duties commence.

Section 5: SUMMER SCHOOL AND COMMUNITY EDUCATION

All openings for summer school and community education teachers shall be adequately publicized by the Superintendent and shall be posted on the District website and a notice of posting e-mailed to staff. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such summer school or community education positions shall be notified in writing of the action taken regarding their application no later than three (3) weeks after the closing date of the position.

5.1 Definitions

“Community Education” for purposes of this Agreement refers to credit and non-credit courses offered to people in the community. University credit classes are considered community education and will first be offered to qualified La Center teachers, who will be paid at the rates paid by the college or university through which the course will be offered.

“Summer School” refers to classes offered to students during the summer related to the instruction provided during the regular school year. Examples of such classes would be foreign language or remedial mathematics.

## 5.2 Procedures

Summer School positions shall be filled first by qualified teachers who have applied and are regularly employed in the District during the normal school year and who possess a regular teaching certificate.

Qualified teachers shall be selected for employment according to the following ordered criteria:

5.2.A Area of certification and requisite skills.

5.2.B Number of years in the program to be taught.

5.2.C Number of years in the District.

5.2.D Number of years in the department.

In the event the application is denied, the Superintendent shall state, in writing, which of the criteria were not met.

Teachers of summer school classes shall be issued an extra duty contract and shall be paid for each hour of instruction at an hourly rate based on certificated base pay. Per hour rate shall be computed by dividing the certificated base pay by the number of contracted days and that per diem figure divided by seven (7).

## Section 6: TOSA (Teacher on Special Assignment)

The District recognizes that bargaining unit members may have skills and experiences that will permit them to assist Administration in non-evaluative duties such as teacher mentoring, student discipline, and/or subject area coaching. These shall be considered as Teacher on Special Assignment or TOSA positions. TOSAs remain members of the bargaining unit and retain all contractual rights.


Before each TOSA position is offered, a discussion will be held with the Association explaining the need and duration for the assignment, as well as a financial compensation or obligation with the position. Job duties, requirements and duration will be part of the posting. Postings will be open to all bargaining unit members, inclusive of librarian and counselor positions.

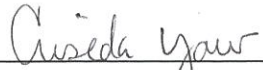
**ARTICLE XI - DURATION**

This Agreement shall be effective as of September 1, 2018 and shall continue in effect until the thirty-first (31st) day of August, 2019. The economic and fringe benefits section of this contract shall be negotiated each year beginning at least sixty (60) days prior to the annual date of this contract. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the contract expiration date.

DATED this 29<sup>th</sup> day of August, 2018

**La Center School District No. 101**

  
\_\_\_\_\_  
Superintendent, Board Secretary

  
\_\_\_\_\_  
Chairman, Board of Directors


  
\_\_\_\_\_  
Board of Directors

  
\_\_\_\_\_  
Board of Directors

  
\_\_\_\_\_  
Board of Directors

\_\_\_\_\_  
Board of Directors

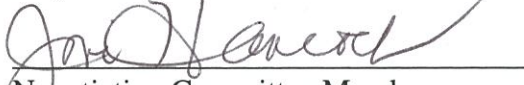
**La Center Education Association**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member

  
\_\_\_\_\_  
Negotiating Committee Member





**MEMORANDUM OF UNDERSTANDING**

**La Center School District** (“Employer”) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (“Plan”). The Plan is designed with a variety of coverage options to allow for the maximum benefit permitted by applicable law. Employer agrees to contribute to the Plan on behalf of all employees in the **La Center Education Association** (“Group”) defined as eligible to participate in the Plan, in accordance with Plan and regulatory limitations. The Plan must receive an enrollment file for each eligible employee to become a participant and become eligible for benefits under the Plan.

**The VEBA/VEBA III Plan does not accept contribution amounts or plan participation pursuant to any form of individual choice**, nor does it permit discrimination in favor of highly compensated employees with respect to contribution amounts or eligibility criteria pursuant to RCW 28A.400.210. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District, he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term thereof shall be forfeited together with all cash-conversion right that pertain to such excess sick leave.

For the purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the unused sick leave days accruing to the credit of such employee from the date of this agreement.

**Contributions on behalf of each eligible employee (or former employee) shall be based on the following selected funding sources/formulas:**

- Sick Leave Contributions – Retirement from Service<sup>1</sup>:** Eligibility for contributions at retirement from service is limited to employees who retire from service with sick leave cash-out rights during the term of this Agreement.
- Sick Leave Contributions – Annual<sup>2</sup>:** Eligibility for contributions on an annual basis is limited to employees who have accumulated 180 days (or more if eligible), not including any front-loaded days for the current contract year, of earned and unused sick leave. Contributions are based upon the number of sick leave days earned during the previous calendar year, less any days used during that calendar year.

This agreement is to be negotiated annually.

La Center School District No. 101

La Center Education Association

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<sup>1</sup> School districts may offer a sick leave cash out upon separation from service for retirement in accordance with RCW 28A.400.210.  
<sup>2</sup> School districts may offer a sick leave cash out upon separation from service for retirement in accordance with RCW 28A.400.210.

Appendix: Exhibit 2

**EXTRA DUTY CONTRACT SCHEDULE**

Based on percentage of teacher base salary:

ASB Advisor, Middle School	6.5%
ASB Advisor, High School	8.0%
Chess Team Advisor, High School	6.0%
Class Advisor -Freshman - High School	3.0%
Class Advisor -Sophomore - High School	3.0%
Class Advisor -Junior - High School	5.0%
Class Advisor -Senior - High School	5.0%
Drama Advisor, Middle School	3.0%
Drama Club Advisor, High School	6.0%
Educational Tutors Advisor – Middle School	6.0%
GSA Club Advisor	3.0%
Home Room Grade Level Leader – Middle School	3.0%
Home Room Grade Level Leader – Middle School	3.0%
Home Room Grade Level Leader – Middle School	3.0%
Journalism Advisor, High School	2.0%
Knowledge Bowl Advisor, High School	6.0%
Knowledge Bowl Advisor, Middle School	4.0%
LEO Club Advisor, Middle School	3.0%
LEO Club Advisor, High School	3.0%
Math is Cool Advisor – Elementary School	4.0%
Math is Cool Advisor – Middle School	4.0%
National Junior Honor Society Advisor, Middle School	3.0%
National Honor Society Advisor, High School	3.0%
Outdoor School (CISPUS) Co-Director, Middle School	3.0%**
Outdoor School (CISPUS) Co-Director, Middle School	3.0%**
Outdoor School (CISPUS) Teacher, Middle School	1.5%**
Outdoor School (CISPUS) Teacher, Middle School	1.5%**
Outdoor School (CISPUS) Teacher, Middle School	1.5%**
Science Club Advisor, High School	3.0%
Science Olympiad Advisor – Elementary School	4.0%
Science Olympiad Advisor – Elementary School	4.0%
Yearbook Club Advisor, Middle School	6.0%
Yearbook Advisor, High School	7.0%

When two or more teachers share an extra duty position, they will decide on the most equitable split of pay subject to principal approval.

Based on percentage of teacher's actual salary:

Business Education, High School	2.8%
Challenge Course Advisor	5.0%
Counselor, K-5 (5 days)	3.0%
Counselor, 6-10 (10 days)	5.5%
Counselor, 9-12 (10 days)	5.5%
Music, Elementary	1.7%
Instrumental Music, Middle School	2.2%
Industrial Arts, High School	2.8%
Librarian, K-12	5.5%
Vocal Music, Middle School	2.2%
Instrumental Music, High School	11.5%
Vocal Music, High School	6.6%
Band to District, High School	1.1%
Band to State, High School	1.1%

Other:

Classroom Change*	\$300.00
-------------------	----------

\*Teachers who move to a new classroom in the furtherance of building goals will be paid \$300 per completed move.

\*\*Plus one day of planning time. Preference given to 6<sup>th</sup> grade teachers.

When two or more teachers share a supplemental position, they will decide on the most equitable split of pay subject to principal approval.

Additional Extra Duty Contract Approval Process:

Step 1a: Students and/or teachers bring proposal to the principal

Step 1b: When building-funded programs reach the two year point, they will be reviewed by the Association President and Superintendent to determine the potential of being added to the extra duty contract.

Step 2: MS & HS - ASB & Director of Athletics and Activities Approval

ES - Director of Athletics and Activities Approval

Step 3: Superintendent & LCEA President Approval

Fiscal Approval

Step 4: Present to the Board

The Director of Athletics and Activities will evaluate the extra duty contracts annually, submitting to the Board of Directors for final approval in the June consent agenda.

Appendix: Exhibit 3

DISTRIBUTION OF FORM: Immediate Supervisor  
Association  
Grievant

**COMPLAINT BY THE GRIEVANT**

Type or Print:

Grievant \_\_\_\_\_ Date of Occurrence \_\_\_\_\_

Home Address \_\_\_\_\_ Date of Formal  
of Grievant \_\_\_\_\_ Presentation \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Association Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE:

## Appendix: Exhibit 4

### JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll 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 Employer give to the employee forewarning or foreknowledge of the possible or probably consequences of the employee's disciplinary conduct?"
2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonable related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. **INVESTIGATION:** "Did the Employer, 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 Employer'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 Employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. **PENALTY:** "Was the degree of discipline administered by the Employer 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 Employer?"

**Appendix: Exhibit 5 SALARY SCHEDULE 2018-19**

YRS	BA	BA+15	B+30	BA+45	BA+90	MA	MA+45	MA+90
0	43,206	43,723	45,582	46,794	50,681	51,800	55,689	58,195
1	43,788	44,971	46,195	47,460	51,389	52,376	56,305	58,794
2	44,341	45,536	46,774	48,136	52,054	52,956	56,873	59,390
3	44,913	46,119	47,369	48,775	52,685	53,505	57,413	59,992
4	45,473	46,732	47,990	49,445	53,378	54,081	58,014	60,612
5	47,526	48,057	48,587	50,122	54,041	54,667	58,587	61,235
6	48,123	48,660	49,197	50,809	54,709	55,267	59,167	61,828
7	49,181	49,729	50,278	51,977	55,935	56,391	60,347	63,084
8	50,774	51,340	51,907	53,747	57,758	58,160	62,172	65,007
9		53,044	53,629	55,536	59,641	59,947	64,054	66,987
10			55,372	57,417	61,576	61,830	65,990	69,019
11				59,353	63,602	63,765	68,016	71,106
12				61,226	65,683	65,777	70,096	73,280
13					67,814	67,859	72,227	75,505
14					69,956	70,003	74,509	77,816
15					71,776	71,823	76,446	79,840
16					73,211	73,259	77,975	81,436
25					73,943	74,138	79,028	82,658

## INDEX

Academic Freedom	33
Additional Revenue	26
Administration Support of Teachers Regarding Discipline	21
Administrative Evaluations	49
Adoption Leave	30
Agreement Administration	7
Application – Extra Duty Contracts	54
Arbitration Costs – Grievance	52
Association Leave	31
Association Rights	9
Bereavement Leave	30
Building-Based Management	35
Certificated Support Personnel Evaluation	50
Class Size Limitations	36
Class Size	36
Classroom Visitation	34
Conformity to Law	6
Continuity of Grievance	53
Cooperation of Board and Administration – Grievance	52
Curriculum Selection	39
Definitions – Grievance	50
Distribution of Agreement	6
Dues, Deductions, Representation Fees	7
Employee Protection	17
Employee Rights	16
Evaluation – Extra Duty Contracts	54
Evaluation Forms	49
Evaluation Procedure for Certificated Staff	40
Exceptions to Time Limits – Grievance	52
Goals	33
Grievance Records	53
Hearings, Meeting, and Conferences – Grievance	53
Individual Teacher Contract	11
Insurance, Pooling and Other Benefits	26
Job Sharing	22
Jurisdiction of the Arbitrators – Grievance	52
Jury Duty and Subpoena Leave	30
Layoff and Recall	12
Materials Fund	33
Maternity and Child-Care Leave	29
Military Leave	30
No Reprisals – Grievance	52
Non-Renewal of Provisional Employees	48

Other Leave	32
Payment – Extra Duty Contracts	54
Payment Provisions	25
Payroll Deductions	25
Personal Leave	31
Personnel Files	16
Probation	45
Procedure – Grievance	50
Procedures – Extra Duty Contracts	53
Recognition	5
Released Time – Grievance	53
Religious Observance Leave	31
Right to Due Process and Just Cause	10
Safe Working Conditions	35
Sick Leave	27
Status of Agreement	5
Summer School and Community Education	54
Teacher Work Year	21
Teacher Workday	18
Teacher’s Pay Schedule	23
Time Limits – Grievance	52
TOSA (Teacher on Special Assignment)	55
Transportation Benefit	26
Vacancies and Transfers	17
Washington State Family and Medical Leave and Insurance Act (PFML)	32



## **EXTRA DUTY CONTRACT JOB DESCRIPTIONS**

### **Job Description - Drama Club Advisor**

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Drama Club Advisor shall be as follows:

- 1) To have charge of all Drama Club activities and to arrange tryouts, selections, rehearsals, and performances.
- 2) To be responsible for supervising tryouts, selections, rehearsals, and performances.
- 3) To be responsible for the performance of at least two productions per year for the school and/or community. Additional performances will be allowed if agreed to in advance by both the Drama Club Advisor and the principal.
- 4) To submit to the high school principal by a specified date each year an extracurricular budget proposal for the following year.

### **Job Description - Elementary Music**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the elementary music teacher shall be as follows:

- 1) To prepare for and conduct concerts and other musical performances.
- 2) To select music and other elementary music supplies for purchase.
- 3) To attend and participate in meetings of the Music Association as appropriate.

### **Job Description - Freshman Class Advisor**

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Freshman Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.

- 3) To attend all meetings held by the class.
- 4) To assist the class in raising money and planning for future activities.
- 5) To supervise the planning of the Sadie Hawkins dance.
- 6) To attend all fundraising activities of the class.
- 7) To assist in the handling and depositing of class funds.

### **Job Description – High School ASB Advisor**

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the ASB Advisor shall be as follows:

- 1) To supervise ASB meetings.
- 2) To educate the student council in the basics of parliamentary procedure including Roberts Rules of Order.
- 3) To guide the student council in the planning of student body activities which may include assemblies, fundraisers, intramural competitions, self-esteem programs, holiday Olympics, etc.
- 4) To supervise ASB activities such as leadership conferences, dances, etc.
- 5) To monitor ASB funds.

### **Job Description - High School Counselor**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the High School Counselor shall be as follows:

- 1) To assist students with their scheduling needs.
- 2) To provide academic counseling.
- 3) To organize, administer, interpret, and/or coordinate testing programs at the high school level (i.e., state assessment, PSAT, PLAN, ACT, and SAT).
- 4) To oversee the Running Start program at the high school.

- 5) To act as liaison to the Clark County Vocational Skills Center.
- 6) To provide career counseling for students.
- 7) To provide college counseling for students.
- 8) To coordinate Eighth Grade Orientation.
- 9) To be a member of the high school multi-disciplinary team.
- 10) To provide personal counseling to students.
- 11) To coordinate the high school's drug and alcohol education and counseling program.

### **Job Description - High School Instrumental Music**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the high school instrumental music teacher shall be as follows:

- 1) To prepare for and conduct high school concerts.
- 2) To conduct the pep band at athletic events.
- 3) To attend meetings of the Music Association.
- 4) To supervise honor group auditions.
- 5) To attend professional music educator meetings.
- 6) To plan for and attend jazz festivals.
- 7) To plan for and attend parades.
- 8) To select music.
- 9) To supervise music fund raising activities using only ASB or school accounts for funds.
- 10) To conduct extra marching band rehearsals as needed for half-time performances.
- 11) To work with solo and ensemble entrants.

### **Job Description - Middle School ASB Advisor**

Under the supervision of and reporting to the middle school principal, the duties and responsibilities of the ASB Advisor shall be as follows:

- 1) To supervise ASB meetings.
- 2) To educate the student council in the basics of parliamentary procedure including Roberts Rules of Order.
- 3) To guide the student council in the planning of student body activities which may include assemblies, fundraisers, intramural competitions, self-esteem programs, holiday Olympics, etc.
- 4) To supervise ASB activities such as leadership conferences, dances, etc.
- 5) To monitor ASB funds.

### **Middle School Instrumental Music**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the middle school instrumental music teacher shall be as follows:

- 1) To prepare for and conduct school concerts.
- 2) To attend professional music educator meetings.
- 3) To select music.
- 4) To supervise honor group auditions.
- 5) To work with solo and ensemble entrants.
- 6) To attend Music Association meetings as appropriate.
- 7) To participate in music fund raising activities using only ASB or school accounts for funds.

### **Job Description - Journalism Advisor**

Under the supervision of and reporting to the (Superintendent and/or) high school principal, the duties and responsibilities of the Journalism Advisor shall be as follows.

- 1) To select the journalism staff each spring.

- 2) To determine the content of each issue of the high school newspaper subject to review and approval of the principal as allowed by law.
- 3) To select the place of printing.
- 4) To deliver the newspaper for printing.
- 5) To distribute the newspaper to students.
- 6) To maintain a high standard of journalistic excellence in the newspaper.
- 7) To organize after-school layout sessions.

### **Job Description - Junior Class Advisor**

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Junior Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.
- 3) To attend all meetings held by the class.
- 4) To supervise the selling of concessions at home basketball games.
- 5) To supervise the planning of the prom.
- 6) To be present at the prom and be responsible for obtaining an adequate number of chaperones for the prom.
- 7) To attend all fundraising activities of the class.
- 8) To assist in the handling and depositing of class funds.
- 9) Junior class meetings will be scheduled by the principal.

### **Job Description - Knowledge Bowl Advisor**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the Knowledge Bowl Advisor shall be as follows:

- 1) To conduct at least one hour of practice each week during the Knowledge Bowl season. The most convenient practice times will be determined by team members.
- 2) To be responsible for gathering questions for practice sessions.
- 3) To arrange for transportation to all Knowledge Bowl competitions.
- 4) To accompany the Knowledge Bowl teams to all competitions—the round robins, the regional meet, and the state meet, if necessary.
- 5) To be responsible for the repair of Knowledge Bowl equipment, i.e., Boards and control.
- 6) To select students to compete on either the varsity or junior varsity teams.
- 7) To organize any round robin competitions held in La Center (approximately every other year).
- 8) To arrange practice meets as appropriate.

### **Job Description - Outdoor School Teacher**

Under the supervision of and reporting to the intermediate school principal, the duties and responsibilities of the Outdoor School Teacher shall be as follows:

- 1) To attend an evening parent meeting and to explain the program.
- 2) In conjunction with other Outdoor School Teachers, to plan all activities, to form sleeping groups and study groups, to assign cabins to groups, to schedule helpers for the cafeteria, and to participate in the selection of high school counselors.
- 3) To attend the entire Outdoor School session.
- 4) To teach assigned groups and to perform duties as assigned through joint planning with other teachers.

### **Job Description - Senior Class Advisor**

Under the supervision of the reporting to the high school principal, the duties and responsibilities of the Senior Class Advisor shall be as follows:

- 1) To supervise and attend all senior class fundraising activities, i.e., football concessions.
- 2) To organize the Christmas/Winter Ball.
- 3) To work with the cap and gown representative.
- 4) To organize the graduation ceremony, including:
  - A) Organizing the walking order.
  - B) Setting up the gym.
  - C) Ordering the flowers.
  - D) Organizing and running graduation practice.
  - E) Organizing the slide show, if the students choose to do one.
  - F) Being present at the ceremony.
  - G) Organizing the ushers.
  - H) Preparing the graduation program.
- 5) To organize the Senior Breakfast.
- 6) To organize and attend all meetings of the senior class.
- 7) To attend all functions and activities of the senior class.
- 8) To organize the Senior Countdown.
- 9) To assist in the handling and depositing of class funds.

### **Job Description - Sophomore Class Advisor**

Under the supervision of and reporting to the high school principal, the duties and responsibilities of the Sophomore Class Advisor shall be as follows:

- 1) To assist class officers in planning class meetings.
- 2) To assist class officers in preparing the class budget.

- 3) To attend all meetings held by the class.
- 4) To assist the class in raising money and planning for future activities.
- 5) To supervise the planning of the Tolo dance.
- 6) To attend all fundraising activities of the class.
- 7) To assist in the handling and depositing of class funds.

### **Job Description - Vocal Music**

Under the supervision of and reporting to the building principal, the duties and responsibilities of the vocal music teacher shall be as follows:

- 1) To prepare for and conduct concerts.
- 2) To attend meetings of the Music Association.
- 3) To supervise honor group auditions.
- 4) To plan for and attend jazz and/or concert group festivals.
- 5) To select music.
- 6) To supervise music fundraising activities using only ASB or school accounts for funds.

### **Job Description - Yearbook Advisor**

Under the supervision of and reporting to the building principal, the duties and responsibilities of a yearbook advisor shall be as follows:

- 1) To select the yearbook staff each spring.
- 2) To select the specifications of the yearbook.
- 3) To be responsible for all fundraising related to the yearbook.
- 4) To maintain a high standard of journalistic excellence.
- 5) To handle and deposit all money raised by the yearbook staff.



- 6) To distribute the yearbook.
- 7) To determine the content of the yearbook.

**LA CENTER SCHOOL DISTRICT  
FORMAL OBSERVATION RECORD**

Employee's Name \_\_\_\_\_

Observer's Name \_\_\_\_\_

Date \_\_\_\_\_ Class Observed \_\_\_\_\_

Time of Observation: From \_\_\_\_\_ To \_\_\_\_\_

**1. CENTERING INSTRUCTION ON HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT**

Comment:

**2. DEMONSTRATING EFFECTIVE TEACHING PRACTICES**

Comment:

**3. RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS**

Comment:

**4. PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER CONTENT AND CURRICULUM**

Comment:

**5. FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT**

Comment:

**6. USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING**

Comment:

**7. COMMUNICATING AND COLLABORATING WITH PARENTS AND SCHOOL COMMUNITY**

Comment:

**8. EXHIBITING COLLABORATIVE AND COLLEIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING**

Comment:

Date of Post-Observation Conference

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Observer's Signature \_\_\_\_\_ Date \_\_\_\_\_

(NOTE: This completed form is to be delivered within three (3) days of the conference, which is to be held within five (5) days of the observation. Additional pages may be attached.)

**LA CENTER SCHOOL DISTRICT  
PERFORMANCE EVALUATION RECORD**

Employee's Name \_\_\_\_\_  
Evaluator's Name \_\_\_\_\_  
School Year \_\_\_\_\_ Date \_\_\_\_\_

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Each of the eight State Required criteria below must be rated "Distinguished", "Proficient", "Basic" or "Unsatisfactory". Evidence collected that supports the evaluator's rating must be documented in the comments section for each criterion below:

**1. CENTERING INSTRUCTION ON HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT**

Comment:

Rating:

**2. DEMONSTRATING EFFECTIVE TEACHING PRACTICES**

Comment:

Rating:

**3. RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS**

Comment:

Rating:

**4. PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER CONTENT AND CURRICULUM**

Comment:

Rating:

**5. FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT**

Comment:

Rating:

**6. USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING**

Comment:

Rating:

**7. COMMUNICATING AND COLLABORATING WITH PARENTS AND SCHOOL COMMUNITY**

Comment:

Rating:

**8. EXHIBITING COLLABORATIVE AND COLLEGIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING**

Comment:

Rating:

\*\*\*\*\*

**FINAL SUMMARY**

Overall performance rating:

- Distinguished
- Proficient
- Basic
- Unsatisfactory

It is recommended that teacher be:

- Re-employed
- Placed on probation
- Discharged

Signature of Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

This report has been discussed with me and I am aware of its contents. My signature does not necessarily imply agreement with the content of the report.

Signature of Employee: \_\_\_\_\_ Date \_\_\_\_\_

# TTEP Evaluation Rating Scoring Sheet

Staff Member \_\_\_\_\_

## Instructions:

- 1) Using the Danielson scoring rubric, place a number score in each of the grey boxes below for each criterion sub-category.  
Give 4 points for a distinguished rating, 3 points for a proficient rating, 2 points for a basic rating and 1 point for a unsatisfactory rating.
- 2) Find the average for each criterion and then round up or down to get a whole number which will be the rating for each criterion.  
If necessary, use the GUIDING QUESTIONS sheet to determine whether to score up or down in the case of an X.50 average.
- 3) Add up the total criterion score and determine the summative evaluation rating based on the score ranges below.
- 4) Add up the total Student Growth Impact ratings and determine the final summative evaluation rating.

Criterion 1 - Centering instruction on high expectations for student achievement.

- |                          |                                       |
|--------------------------|---------------------------------------|
| <input type="checkbox"/> | • Establishing a culture for learning |
| <input type="checkbox"/> | • Communicating with students         |
| <input type="checkbox"/> | • Engaging students in learning       |

Criterion 2 - Demonstrating effective teaching practices.

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | • Using questioning and discussion techniques |
| <input type="checkbox"/> | • Reflecting on Teaching                      |

Criterion 3 - Recognizing individual student learning needs and developing strategies to address those needs.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | • Demonstrating knowledge of students          |
| <input type="checkbox"/> | • Demonstrating flexibility and responsiveness |
| <input type="checkbox"/> | • Establishing student growth goals            |
| <input type="checkbox"/> | • Achievement of student growth goals          |

Criterion 4 - Providing clear intentional focus on subject matter content and curriculum.

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | • Demonstrating knowledge of content and pedagogy |
| <input type="checkbox"/> | • Setting instructional outcomes                  |
| <input type="checkbox"/> | • Demonstrating knowledge of resources            |
| <input type="checkbox"/> | • Designing coherent instruction                  |

Criterion 5 - Fostering and managing a safe, positive learning environment.

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | • Creating an environment of respect and rapport |
| <input type="checkbox"/> | • Managing classroom procedures                  |
| <input type="checkbox"/> | • Managing student behaviors                     |
| <input type="checkbox"/> | • Organizing physical space                      |

Criterion 6 - Using multiple student data elements to modify instruction and improve student learning.

- Designing student assessments
- Using assessment in instruction
- Maintaining accurate records
- \*  • Establishing student growth goals
- \*  • Achievement of student growth goals

Criterion 7 - Communicating and collaborating with parents and the school community.

- Communicating with families

Criterion 8 - Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

- Participating in a professional community
- Growing and developing professionally
- Showing professionalism
- \*  • Establish team student growth goals

Total Score from all eight criterion  Total Student Growth Impact Rating

\* No Distinguished Rating can result if there is Low Student Growth Impact.

**Summative Evaluation Rating:** \_\_\_\_\_ **Final Summative Rating:** \_\_\_\_\_

- Distinguished Rating - 29-32 points
- Proficient Rating - 22-28 points
- Basic Rating - 15-21 points
- Unsatisfactory Rating - 8-14 points

- \* Student Growth Impact Rating
- High - 18-20 points
- Medium - 13-17 points
- Low - 5-12 points

COMMENTS:

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

## For Use in the 2014-15 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. 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. 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. 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. The teacher conveys that with hard work students can be successful. Students understand their role as learners and consistently expend effort to learn. 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. The teacher conveys high expectations for learning by all students and insists on hard work. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
<b>Critical Attributes</b>			
<p>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments. The teacher conveys to at least some students that the work is too challenging for them. Students exhibit little or no pride in their work. 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." The teacher conveys high expectations for only some students. Students comply with the teacher's expectations for learning, but they don't indicate commitment on their own initiative for the work. 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. The teacher demonstrates a high regard for student abilities. Teacher conveys an expectation of high levels of student effort. Students expend good effort to complete work of high quality.</p>	<p>In addition to the characteristics of "proficient": The teacher communicates a genuine passion for the subject. Students indicate that they are not satisfied unless they have complete understanding. Student questions and comments indicate a desire to understand the content rather than, for example, simply learn a procedure for getting the correct answer. Students recognize the efforts of their classmates. 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 2014-15 School Year – Version 1.1

### Criterion 1: Centering Instruction on High Expectations for Student Achievement

#### 3a: Communicating with Students

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>
<b>Critical Attributes</b>			
<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>

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

## For Use in the 2014-15 School Year – Version 1.1

### Criterion 3: Creating Instruction or High Expectations for Student Achievement

#### 3c: Engaging Students in Learning

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. The pace of the lesson is too slow or too rushed. 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. 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. 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. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
<b>Critical Attributes</b>			
<p>Few students are intellectually engaged in the lesson. Learning tasks require only recall or have a single correct response or method. The materials used ask students to perform only rote tasks. Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose. Instructional materials used are unsuitable to the lesson and/or the students. The lesson drags or is rushed.</p>	<p>Some students are intellectually engaged in the lesson. Learning tasks are a mix of those requiring thinking and recall. Students are in large part passively engaged with the content, learning primarily facts or procedures. Students have no choice in how they complete tasks. The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives. The materials and resources are partially aligned to the lesson objectives and only in some cases demand student thinking. 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. Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking. Students have some choice in how they complete learning tasks. There is a mix of different types of groupings, suitable to the lesson objectives. Materials and resources support the learning goals and require intellectual engagement, as appropriate. The pacing of the lesson provides students the time needed to be intellectually engaged.</p>	<p>In addition to the characteristics of "proficient": Virtually all students are highly engaged in the lesson. Students take initiative to modify a learning task to make it more meaningful or relevant to their needs. Students suggest modifications to the grouping patterns used. Students have extensive choice in how they complete tasks. Students suggest modifications or additions to the materials being used. Students have an opportunity for both reflection and closure after the lesson to consolidate their understanding.</p>

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

## For Use in the 2014-15 School Year – Version 1.1

### 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>
<b>Critical Attributes</b>			
<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>

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

## For Use in the 2014-15 School Year – Version 1.1

### Criterion 2: Demonstrating effective teaching practices

#### 4a: Reflecting on Teaching

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

## For Use in the 2014-15 School Year – Version 1.1

### 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
<p>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.</p>	<p>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.</p>	<p>Teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>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.</p>	<p>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.</p>
<b>Critical Attributes</b>			
<p>Teacher does not understand child development characteristics and has unrealistic expectations for students.</p> <p>Teacher does not try to ascertain varied ability levels among students in the class.</p> <p>Teacher is not aware of student interests or cultural heritages.</p> <p>Teacher takes no responsibility to learn about students' medical or learning disabilities.</p>	<p>Teacher cites developmental theory but does not seek to integrate it into lesson planning.</p> <p>Teacher is aware of the different ability levels in the class but tends to teach to the "whole group."</p> <p>The teacher recognizes that children have different interests and cultural backgrounds but rarely draws on their contributions or differentiates materials to accommodate those differences.</p> <p>The teacher is aware of medical issues and learning disabilities with some students but does not seek to understand the implications of that knowledge.</p>	<p>The teacher knows, for groups of students, their levels of cognitive development.</p> <p>The teacher is aware of the different cultural groups in the class.</p> <p>The teacher has a good idea of the range of interests of students in the class.</p> <p>The teacher has identified "high," "medium," and "low" groups of students within the class.</p> <p>The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning.</p> <p>The teacher is aware of the special needs represented by students in the class.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly.</p> <p>The teacher seeks out information about their cultural heritage from all students.</p> <p>The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.</p>

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

## For Use in the 2014-15 School Year – Version 1.1

### Dimension 3: Recognizing individual students' 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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# Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria

## For Use in the 2014-15 School Year – Version 1.1

### Student Growth Criterion 3: Personalizing 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"> <li>Does not establish student learning goal(s)</li> <li>Does not specify assessment(s) to monitor progress towards goal(s)</li> </ul>	<ul style="list-style-type: none"> <li>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)</li> <li>Goals may be missing one or more of the following qualities: specific, measurable and time-bound</li> <li>Goals are not based on prior available student learning</li> <li>Goals partially aligned to content standards</li> <li>Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s)</li> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Identification of subgroups uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable)</li> <li>Goals are specific, measurable and time-bound</li> <li>Based on multiple sources of available data that reveal prior student learning</li> <li>Goals aligned to content standards</li> <li>Grain size of goal is appropriate for the context, instructional interval and content standard(s)</li> <li>Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area</li> <li>Identifies formative and summative measures aligned to learning targets to monitor progress towards goals</li> </ul>	<ul style="list-style-type: none"> <li>Proficient Attributes and:</li> <li>Establishes multiple two-way communication paths to collaborate with , families, students and/or other staff to establish goals specific to individual learning needs</li> <li>Students reflect on their own learning and articulate their understanding of their goals and progress toward goals</li> </ul>
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#### Student Growth 3.2: Achievement of Student Growth Goal(s)

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

## For Use in the 2014-15 School Year – Version 1.1

<b>Student Growth Criterion 9: Recognizing individual student learning needs and developing strategies to address those needs</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
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.



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

## For Use in the 2014-15 School Year – Version 1.1

Criterion 4: Providing a clear and intentional focus on subject matter content and curriculum			
1a: Demonstrating Knowledge of Content and Pedagogy			
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>

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

## For Use in the 2014-15 School Year – Version 1.1

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

## For Use in the 2014-15 School Year – Version 1.1

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
<p>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
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>

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

## For Use in the 2014-15 School Year – Version 1.1

<b>Criterion A: Providing clear and intentional focus on subject matter content and curriculum.</b>			
<b>1a: Designing Coherent Instruction</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<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>
<b>Critical Attributes</b>			
<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>

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

## For Use in the 2014-15 School Year – Version 1.1

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

#### 2a: Creating an Environment of Respect and Rapport

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.</p> <p>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.</p> <p>Students rarely demonstrate disrespect for one another.</p> <p>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.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>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.</p> <p>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.</p> <p>Students use disrespectful talk towards one another with no response from the teacher.</p> <p>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.</p> <p>Teacher attempts to respond to disrespectful behavior among students, with uneven results.</p> <p>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.</p> <p>Teacher responds to disrespectful behavior among students.</p> <p>Teacher makes superficial connections with individual students.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher demonstrates knowledge and caring about individual students' lives beyond school.</p> <p>When necessary, students correct one another in their conduct toward classmates.</p> <p>There is no disrespectful behavior among students.</p> <p>The teacher's response to a student's incorrect response respects the student's dignity.</p>
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#### 2C: Managing Classroom Procedures

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

## For Use in the 2014-15 School Year – Version 1.1

Criterion 5: Fostering and managing a safe, positive learning environment			
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>
<b>2d: Managing Student Behavior</b>			

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

For Use in the 2014-15 School Year - Version 1.1

Criterion 5: Fostering and managing a safe, positive learning environment			
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>
<b>2E: Organizing Physical Space</b>			

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

## For Use in the 2014-15 School Year – Version 1.1

Criterion 6: Fostering and managing a safe, positive learning environment			
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>



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

## For Use in the 2014-15 School Year – Version 1.1

### Criterion 6: Using multiple evidence data elements to modify instruction and improve student learning.

#### 1f: Designing Student Assessments

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>
<b>Critical Attributes</b>			
<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>

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

## For Use in the 2014-15 School Year – Version 1.1

### 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
<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<b>Critical Attributes</b>			
<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>

**Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria  
For Use in the 2014-15 School Year – Version 1.1**

<b>Criterion 6b: Using multiple student data elements to modify instruction and improve student learning</b>			
<b>4b: Maintaining Accurate Records</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<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>
<b>Critical Attributes</b>			
<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>

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

For Use in the 2014-15 School Year – Version 1.1

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"> <li>Does not establish student learning goals</li> <li>Does not specify assessment(s) to monitor progress towards goal(s)</li> </ul>	<ul style="list-style-type: none"> <li>Goals may be missing one or more of the following qualities: specific, measurable and time-bound</li> <li>Goals are not based on prior available student learning</li> <li>Goals partially aligned to content standards</li> <li>Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s)</li> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>Goals are specific, measurable and time-bound</li> <li>Based on multiple sources of available data that reveal prior student learning</li> <li>Goals aligned to content standards</li> <li>Grain size of goal is appropriate for the context, instructional interval and content standard(s)</li> <li>Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area</li> <li>Identifies formative and summative measures aligned to learning targets to monitor progress towards goals</li> </ul>	<ul style="list-style-type: none"> <li>Proficient Attributes and:</li> <li>Effort to Communicates (two-way)/Collaborates with other staff, families and/or students to establish goals specific to whole class learning needs</li> <li>Students articulate their understanding of their goals and progress toward goals</li> </ul>
Student Growth 6.2: Achievement of Student Growth Goal(s)			

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

## For Use in the 2014-15 School Year – Version 1.1

<b>Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
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.

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

## For Use in the 2014-15 School Year – Version 1.1

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.</p> <p>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>

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

For Use in the 2014-15 School Year – Version 1.1

Dimension 4: Establishing collaborative and collegial professional learning communities to improve instructional practice and student learning			
4d: Participating in a Professional Community			
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 combativeness.</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>

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

## For Use in the 2014-15 School Year – Version 1.1

### Domain 4: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

#### 4e: Growing and Developing Professionally

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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#### 4f: Showing Professionalism



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

For Use in the 2014-15 School Year – Version 1.1

## Criterion 8: Exhibiting collaborative and collegial practices for used on improving instructional practice and student learning

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

## For Use in the 2014-15 School Year – Version 1.1

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

