

CONTRACT

2020-2021

**TUMWATER  
EDUCATION  
ASSOCIATION**



**TUMWATER  
SCHOOL  
DISTRICT #33**



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**TUMWATER SCHOOL DISTRICT NO. 33**

**AND**

**TUMWATER EDUCATION ASSOCIATION**

**September 1, 2020 through August 31, 2021**

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1 **PREAMBLE -- A PARTNERSHIP FOR QUALITY EDUCATION**

2  
3 The Tumwater Education Association and the Tumwater School District share the goal of quality  
4 education in Tumwater. We are committed, both as organizations and as individuals within  
5 those organizations, to strive for a working relationship focused on providing the best possible  
6 learning environment for students. We are further committed to building an ongoing partnership  
7 anchored in our joint advocacy for students and for public education, a partnership that will  
8 continue beyond the tenure of those currently in leadership in our respective organizations. We  
9 believe such a partnership is strongest when based upon mutual trust and respect, shared beliefs,  
10 and a commitment to making that partnership work. We also believe such partnerships among  
11 all stakeholders in Tumwater’s public schools, including parents and guardians, support staff,  
12 administrators, community members, and students, can provide a strong basis for improving  
13 public education. Finally, we agree to work together to further integrate these shared beliefs,  
14 commitments, and practices throughout this collective bargaining agreement.  
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1 **ARTICLE 1 -- SITE-BASED DECISION-MAKING**

2  
3 **A. Site-Based Decision-Making Definition.**

4 The Association and District share the goal of quality learning in a caring and equitable  
5 environment. As a means of achieving that goal, the parties agree to the process of site-  
6 based decision-making.

7  
8 The purposes of site-based decision-making are to place decision-making close to the  
9 instructional delivery system and to increase each site's flexibility to respond to the needs  
10 of its own communities, the changing educational environment, and the district strategic  
11 plan. These changes give site members more decision-making authority but, at the same  
12 time, place more accountability for results at the site. Site-based decision-making can  
13 also give site members more latitude at their own site.

14  
15 Site-based decision-making does not mean an abdication of authority and responsibility  
16 at the district level. The District office will still provide strategic direction and beliefs,  
17 coordinate efforts across sites, evaluate the effectiveness of individual sites, and be a  
18 source of expertise and support. The relationship between the site members and district  
19 office is dependent upon collaboration and mutual influence.

20  
21 Site-based decision-making is a joint planning and problem-solving process that  
22 incorporates the following elements:

- 23  
24 1. Responds to diverse educational needs, with particular focus on racial and social  
25 justice.
- 26  
27 2. Departs from traditional management practices
- 28  
29 3. Shifts decision-making from a centralized process to a shared process involving  
30 certificated staff, classified staff, administrators, community and parents, and  
31 students, where appropriate
- 32  
33 4. Requires time, commitment, and trust
- 34  
35 5. Empowers educational employees and increases the involvement of all staff in the  
36 educational process
- 37  
38 6. Reaches the goal of improved achievement and instruction
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1 **B. Site-Based Decision-Making Operating Principles.**

2 Site decisions shall be made in accordance with the following operating principles:

- 3
- 4 1. All decisions will comply with board policies, state laws, or any of the collective
- 5 bargaining agreements that affect staff members.
- 6
- 7 2. Decisions will be made with the involvement of community members and parents,
- 8 the district office through site partners, the school board, the unions, and students.
- 9
- 10 3. Decisions will bring sites closer to achieving district-wide strategic outcomes and
- 11 will move the site toward improved student learning, with a particular focus on
- 12 traditionally marginalized student populations.
- 13
- 14 4. Decisions will bring collective responsibility and accountability through the site
- 15 team process and team structures.
- 16
- 17 5. Decisions will include an evaluation component that reviews the effectiveness of:
- 18
- 19 a. the process through which the decision was made and
- 20
- 21 b. the product--the results of the decision.
- 22
- 23 6. All decisions will be made collectively, without the ability of any individual to veto
- 24 a site decision.
- 25
- 26 7. If a site, or program such as Pre-School or any other as defined by Article 2, wants
- 27 to waive a provision of the union contract, it must get the approval of the Article 2
- 28 Group. Waivers will require 90% approval of members assigned to the site or
- 29 program and will be reviewed annually at each site or within each program.
- 30
- 31 8. If an individual or site has a concern that a contractual issue has not been
- 32 appropriately addressed at the site or program level, they may make a request to the
- 33 Article 2 Group for assistance. The Article 2 Group will discuss the concern and
- 34 determine a follow-up plan which may include convening an assistance team to
- 35 facilitate problem-solving. The team will be composed of an equal number of
- 36 members selected by each party. The team may assist the site or program with its
- 37 decision-making process, role clarification, conflict resolution, specific trainings, or
- 38 other issues that might arise.
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1 C. **Expectations Checklist for Site Planning – The Process.**

2 Every site will create a plan for the year. In order to assure greater success in creating and  
3 implementing this plan, each site will incorporate steps 1 through 16:

- 4 1. Develop and/or review operating principles for working together at the site
- 5 2. Identify major areas of decision-making at each site and establish the structures  
6 and processes for making those decisions
- 7 3. Move the site toward improved learning and teaching
- 8 4. Incorporate the operating principles for site-based decision-making
- 9 5. Identify needs, including the site’s staff development needs
- 10 6. Prioritize needs
- 11 7. Set site goals
- 12 8. Create a written site plan and a schedule to implement the plan (can be multi-year)
- 13 9. Allocate resources according to identified priorities
- 14 10. Devise a process to report site team activities regularly to the entire site
- 15 11. Devise a process to evaluate the plan, including:
  - 16 a. The product--the results of the plan
  - 17 b. The process used to create and implement the plan
- 18
- 19 12. Continue to define and clarify the relationship between the site team and other  
20 leadership/governance structures at the site.
- 21
- 22 13. Develop and expand leadership opportunities within the total school community.  
23
- 24 14. Increase access and involvement by the total school community, including  
25 students, parents and community members.
- 26
- 27 15. Develop and implement an ongoing strategy to effectively assess and work to  
28 improve staff, parent, and student satisfaction with the learning environment and  
29 working climate at each site.
- 30
- 31 16. Participate in other activities mutually agreed upon by the District and the  
32 Association.
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1 D. **Site Planning – The Product.**

2 In addition to regular site planning, each site is strongly encouraged to undertake the  
3 following:

- 4
- 5 1. Develop creative internal strategies and/or recommendations to the Article 2  
6 Group, or an ad hoc staffing advisory committee appointed by the Article 2  
7 Group, to respond effectively to staffing and class size issues.
  - 8 2. Develop an effective strategy for identifying and meeting staff development needs  
9 at the site.
  - 10 3. Create a plan to generate additional planning/thinking time.
  - 11 4. Generate plans to access additional resources to assist teachers working with  
12 special needs students.
- 13

14 E. **Site Team/Leadership Funding.**

- 15
- 16 1. In recognition of both parties' joint commitment to site-based decision making,  
17 funding will be provided for site teams at the following levels. Sites may determine  
18 the number of site team members and the actual amount of compensation provided  
19 each member. Sites wishing to supplement site team funds from the building  
20 budget, or wishing to use time-sheets instead of stipends as the manner of payment  
21 to site team members, may do so. Unused funds will rollover to the Article 2  
22 committee at the end of each school year; provided that the total funds accumulated  
23 in the Article 2 fund shall not exceed \$35,000 in any given year
- 24

25

26	Elementary schools (6)	\$7,200
27	Middle schools (2)	\$7,200
28	Tumwater High School	\$9,000
29	A.G. West Black Hills High School	\$9,000
30	Cascadia High School	\$ 800
31		
32	<b>TOTAL</b>	<b>\$76,400</b>

- 33 2. Each site needs to continue to define and clarify the relationship between the site  
34 team and other leadership/governance structures at the site. Funding currently  
35 designated for department heads will continue, but the site and individual  
36 departments need to examine the evolving roles of department heads and department  
37 members and determine the best use of resources to achieve improved teaching and  
38 learning.
- 39

40 F. **Communication Among Site Teams.**

41 The Article 2 Group will explore possible structures and/or processes for ensuring district-  
42 wide communication among building-based site teams.

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1 **ARTICLE 2 -- AGREEMENT ADMINISTRATION AND PARTNERSHIP-BUILDING**

2  
3 **A. Article 2 Group Defined.**

4 A joint Association-District committee known as the Article 2 Group will consist of  
5 District representatives chosen and designated by the District, and Association  
6 representatives chosen and designated by the Association. The Article 2 group shall meet  
7 at least twice a month (exclusive of summer, and one day in September and one day in  
8 June) during each year of this Agreement to review and discuss current school issues and  
9 practices in the district and the administration of this Agreement, including its  
10 commitment to building a strong partnership to achieve our shared goal of quality  
11 education in Tumwater.  
12

13 **B. Issues of Contractual Significance.**

14 The Article 2 Group will also have the responsibility of addressing issues with  
15 contractual significance. The Article 2 Group may choose to process these issues itself,  
16 or to delegate them to such ad hoc groups as it deems appropriate. It shall be the  
17 responsibility of the Article 2 Group to ensure that such items are accompanied by a clear  
18 charge regarding what kind of product or solution is being sought, what kind of process  
19 will be used to get there (including timeline), and what kind of decision making will be  
20 necessary for final approval. Issues referred to the Article 2 Group may result in Letters  
21 of Agreement and/or new contract language.  
22

23 **C. Relationship-Building between District and Association Leadership.**

24 The Association and the District agree that talking and working together is often the key  
25 to improved working relationships. As tangible evidence of our mutual commitment to  
26 improving teaching and learning in Tumwater, each group agrees to work toward  
27 providing the other with greater access to their respective leadership groups and, as a first  
28 step, to be receptive to requests to appear in person before those groups. Both parties  
29 believe that we must work to build authentic relationships between Tumwater Education  
30 Association leadership and Tumwater School District administrative staff if we are to  
31 achieve the benefits of a genuine partnership in Tumwater, and if we are to move toward  
32 joint administration of the Agreement at all sites.  
33

34 **D. Association Representatives on District Committees.**

35 In order to more effectively build an ongoing partnership anchored in our joint advocacy for  
36 students and for public education, the Association shall be able to appoint representatives to  
37 each major district committee involved in efforts which affect the quality of education in  
38 Tumwater. These representatives shall be chosen and designated as follows:

- 39 1. District Budget Advisory committee, three (3) representatives
- 40 2. District Safety Committee, one (1) representative
- 41 3. Superintendent's Roundtable, one (1) representative
- 42 4. District Action Planning Committee, three (3) representatives
- 43 5. Student Learning Coordinating Committee, one (1) representative
- 44 6. District Affirmative Action Committee, one (1) representative
- 45 7. Other committees as mutually agreed upon by the District and the Association.  
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1 E. **Article 2 Resource Pool.**

2 The Article 2 Group shall have available a shared resource of \$9,000 to use as mutually  
3 agreed to support our joint efforts to improve partnerships, and teaching and learning, in  
4 Tumwater School District. Rate of payment for activities funded through this pool will  
5 be determined as mutually agreed by the Article 2 Group. Possible uses of this resource  
6 pool could include:

- 7
- 8 1. Supplementing site planning resources or staff development funds on a case-by-case  
9 basis.
  - 10 2. Providing release time for staff to support problem-solving activities.
  - 11 3. Providing release time for staff to support activities aimed at improving working  
12 relations among staff, parents, and community members.
  - 13 4. Providing release time for staff to visit other sites and other districts, or to attend  
14 conferences and similar activities.
  - 15 5. Providing release time for Association representatives to attend Article 2 Group  
16 meetings and joint bargaining meetings.
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22 The disposition of unused funds from the Article 2 resource pool at the end of the year will  
23 be determined by the Article 2 Group. If the Article 2 Group cannot agree on an alternative  
24 disposition of these funds, they will be distributed on a per-student basis to sites for site-  
25 based priorities.

26

27 F. **Site Team Coordinating Council.**

28 The Association and the District agree to evaluate the function, role, structure, and  
29 effectiveness of the Site Team Coordinating Council as part of a joint effort to develop a  
30 structure and/or process to ensure continued progress toward improved teaching and  
31 learning in Tumwater. This will be done in part to determine whether to continue such a  
32 district-wide structure as the STCC, and if so, in what form it should continue. This  
33 evaluation will be overseen by the Article 2 Group.

34

35 G. **Information and Reports.**

36 Any information or reports necessary to support District/Association topic discussions at  
37 Article 2 will be mutually identified by the Article 2 Group in ample time for preparation  
38 of the information or reports.

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1 H. **Resource Review.**

2 In order to implement this Agreement, the District and the Association have agreed to  
3 continue or establish a variety of contractual resources (see list below). The parties further  
4 agree to undertake an annual review of the utilization of these resources in order to  
5 continually improve both the efficiency of and the value derived from their use. The District  
6 and the Association agree that if there are major reductions or increases in state funding  
7 during the life of this Agreement, the District and the Association will meet and confer  
8 regarding the use of contractual resources.  
9

- 10 1. Site Team/Leadership Funding (Article 1)
- 11
- 12 2. Article 2 Resource Pool (Article 2)
- 13
- 14 3. Staff Development Funds (Article 22)
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- 16 4. Opening Day (Article 25 and Article 35)
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- 18 5. Professional Growth Option Initial Year Payment (Article 32)
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- 20 6. Professional Days, SELF-Directed and SITE-Directed (Article 35)
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- 22 7. Early-Release Days (Article 35)
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- 24 8. Career Enhancement Pool (Article 36)
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- 26 9. Elementary and Secondary Triggered Resources (Article 37)
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- 36 14. Co-Curricular Program, including Co-Curricular Base Salary and Elementary  
37 Activity Stipends (Article 43)
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- 39 15. Supplemental Contract Schedule for Stipends and Extended Days (Appendix B-1)
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1 **ARTICLE 3 – EXCLUSIVE RECOGNITION, INCLUDING LONG-TERM SUBSTITUTES**

2  
3 **A. Employee Defined.**

4 The term "employee" when used throughout this Agreement shall refer to all professional  
5 certificated employees represented by the Association in the Bargaining unit as defined  
6 below.  
7

8 **B. Bargaining Unit Defined and Exclusive Bargaining Rights Recognized.**

9 The Board of Directors of the Tumwater School District No. 33, hereafter referred to as  
10 the District, recognizes the Tumwater Education Association, hereafter referred to as the  
11 Association, as the exclusive bargaining representative for the following groups of  
12 certificated employees; and agrees not to negotiate with or recognize on behalf of these  
13 employees any employee organization other than the Tumwater Education Association  
14 for the duration of this Agreement.  
15

16 1. Employees under individual employment contracts with the District.

17 2. Employees in leave status.

18 3. Non-continuing leave replacement employees hired to replace any employee  
19 under individual contract who is on unpaid leave or sabbatical for a specified  
20 length of time, or to replace any employee released from all or a portion of their  
21 work assignment to serve as a TEA officer. All non-continuing leave replacement  
22 employees shall be members of the bargaining unit and shall be paid according to  
23 their placement on the District's salary schedule.  
24  
25

26 4. **Long-Term 20-Day Substitutes.**

27 Long-term substitute employees employed in a position within the Association  
28 bargaining unit for twenty (20) or more consecutive days employment in the same  
29 assignment in a twelve-month period ending in the current or immediately  
30 preceding work year, or as otherwise directed by PERC. Such employees shall be  
31 paid 1-1/2 times the substitute rate after 20 consecutive days, or sooner if  
32 determined appropriate by the Human Resources Administrator shall continue to  
33 be paid 1-1/2 times the substitute rate as long as they remain in this continuous  
34 assignment.  
35  
36

37 5. **Long-Term 30-Day Substitutes.**

38 Long-term substitute employees employed in a position within the Association bargaining  
39 unit for thirty (30) or more non-consecutive days in a twelve-month period ending in the  
40 current or immediately preceding work year, or as otherwise directed by PERC.  
41  
42

43 6. **Payment for Long-Term Substitutes.**

44 The daily rate of pay for substitute teachers shall be equal to the rate set by the EdJobsNW  
45 Substitute Cooperative. After twenty consecutive days in any assignment or thirty non-  
46 consecutive days, long-term substitutes shall be paid 1-1/2 times the substitute rate.  
47  
48

1 C. **Supplemental Pay for Long-Term Substitutes.**

2 Long-term substitutes shall submit timesheets and be paid at the curriculum rate for work  
3 performed outside their work-day for which the employee being replaced would have  
4 received supplemental pay, and for which they have received prior approval by their  
5 principal or administrator.  
6

7 D. **Contractual Coverage for Long-Term Substitutes.**

8 Long-term substitute employees referred to above shall be covered by the following  
9 Articles of this Agreement: Articles 10, 11, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 25, 28,  
10 31, 37, 38, 39, 43. Such substitute employees shall also have access to the problem-  
11 solving process through Article 2. All other articles and provisions shall be excluded.  
12

13 E. **Exclusions from Bargaining Unit.**

14 The following Tumwater School District employees are excluded from representation  
15 under this Agreement: the Superintendent; Assistant Superintendent; Administrative  
16 Assistant; Business Manager; Director of Secondary Programs; Director of Elementary  
17 Programs; Director of Special Services; Director of Student, Parent and Staff Support;  
18 Director of Special Projects; Director of Human Resources; Principals; Assistant  
19 Principals; other District Office Administrators; and casual employees.  
20

21 F. **Casual Employee Defined.**

22 The term "casual employee" shall refer to those individuals employed in a position within  
23 the Association bargaining unit for less than twenty (20) consecutive days employment  
24 with the district in the same assignment, or for less than thirty (30) non-consecutive days  
25 in the district in a twelve-month period ending in the current or immediately preceding  
26 work year, or as otherwise directed by PERC. Casual employees shall be paid at the  
27 substitute rate as long as they do not meet the requirements for long-term status.  
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1 **ARTICLE 4 -- CONFORMITY TO LAW**

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3 This Agreement shall be governed and construed according to the Constitution and Laws of the  
4 State of Washington. If any provision of this Agreement or any application of this Agreement to  
5 any employee or groups of employees covered hereby shall be found contrary to law, such provision  
6 or application shall have effect only to the extent permitted by law, but all other provisions or  
7 applications of the Agreement shall continue in full force and effect. Any provisions of this  
8 Agreement which are contrary to law but become legal during the life of this Agreement shall take  
9 immediate effect upon the enactment of such legislation.

10  
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13  
14 **ARTICLE 5 -- DISTRIBUTION OF AGREEMENT**

15  
16 Within thirty (30) days after the ratification and signing of this Agreement, the District shall post the  
17 collective bargaining agreement via the District's website. Employees shall have access to this  
18 Agreement via the District's website at [www.tumwater.k12.wa.us](http://www.tumwater.k12.wa.us).

19  
20 The Association and District will print needed copies at their own costs.

1 **ARTICLE 6 -- INDIVIDUAL EMPLOYMENT CONTRACTS**

2  
3 **A. Employee Contracts.**

4 There shall be an employee contract for regular assignments requiring a Washington  
5 State teaching certificate in conformity with Washington State law and policies, rules and  
6 regulations of the District and State Board of Education, and this Agreement.  
7

8 **B. Supplemental Contracts.**

9 There shall be a supplemental contract for specified co-curricular and special assignments  
10 requiring a Washington State teaching certificate, which shall not exceed one (1) year and  
11 shall be in accordance with statutory provisions.  
12

13 **C. Summer Employment Assignment.**

14  
15 1. Available summer certificated professional employment in the District shall be  
16 assigned in accordance with the following priorities listed:  
17

18 a. Employees who have developed or are working during the year in the  
19 specified program;  
20

21 b. Employees from within the District;  
22

23 c. Other employees who are considered qualified for the project by the  
24 District and/or the Association and/or as dictated by the Federal  
25 program(s).  
26

27 2. Employees performing summer instructional work for the District shall be  
28 compensated at no less than their true per diem rate based on their current  
29 contract, or the rate contained in the Appendix, whichever is greater.  
30

31 **D. Extended Compensation.**

32 Extended compensation will not be considered part of said contract determining the true  
33 per diem rate.  
34

35 **E. Periodic Review of Co-Curricular Positions.**

36 Upon the request of either party, the District and the Association will review the entire  
37 school district's special and co-curricular program positions requiring a teaching  
38 certificate and represented by T.E.A. This review shall be completed by June 1 and may  
39 determine the extent of the program and the number of activities to be included the  
40 following year. When a program is to be eliminated for the following year, those  
41 affected will be notified by letter no later than June 15.  
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1 F. **Non-Renewal Notification.**

2 In the event that an employee is appointed to a supplemental, special, or co-curricular  
3 contract for a position covered by this collective bargaining agreement, and such contract  
4 is terminated or eliminated for the following year, the employee shall be notified in  
5 writing by June 15, along with the specific reason(s) for such non-renewal.  
6

7 G. **Curriculum Rate of Pay.**

- 8
- 9 1. The Curriculum Rate of Pay shall be tied to the salary schedule base.
  - 10 2. Employees hired under supplemental contracts for professional curriculum  
11 development, committee work and/or related in-service, shall be paid an hourly  
12 rate equal to .001 of the salary schedule base (see Appendix A) for time reported.  
13 Instructional time shall be paid at the employee's per diem hourly rate, while an  
14 agreed-upon amount of preparation time will be paid at the curriculum rate. The  
15 amount of preparation time may vary according to the assignment/task to be  
16 performed.  
17

18 H. **Per Diem Rate of Pay.**

19 An employee's per diem rate of pay shall be calculated by dividing their base salary by  
20 180 days. The employee base salary schedule appears in Appendix A.  
21

22 I. **Compensation for Work outside the Contracted Work-Day.**

23 Employees performing certain work beyond their regular contracted work day shall be  
24 compensated at their per diem rate of pay if agreed to by the Article 2 Group.  
25 Instructional time shall be paid at the employee's hourly per diem rate.  
26

27 J. **Summer School Program.**

28 Summer school classes shall have a maximum of twenty-eight (28) students per class for  
29 basic education and twenty-four (24) for career and technical education.  
30

31 K. **Supplemental Employment Opportunities.**

32 Supplemental employment opportunities, including but not limited to those funded  
33 through such programs as Initiative 728, must be available to employees on an equal  
34 opportunity basis. All employees at a site must be made aware of such positions at their  
35 site, the qualifications required, and the procedures for applying for them. If no  
36 interested or qualified person at a site is available for a supplementary position, then the  
37 position will be posted district-wide.  
38

39 L. **College in the Classroom.**

40 Employees teaching College in the Classroom classes shall receive a stipend of two  
41 hundred dollars per section per semester.  
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1 **ARTICLE 7 -- CONTRACTING OUT**

- 2
- 3 A. All work customarily performed by the School District in its own facilities with its own  
4 employees shall continue to be performed by the District and its employees.  
5
- 6 B. There shall be no subcontracting for teaching services for the term of the Agreement, and all  
7 instructional assignments presently performed shall be performed by employees covered  
8 under this Agreement.  
9
- 10 C. The District shall provide to the Association, and any employee utilizing the services of  
11 non-certificated personnel, any information requested by these parties that addresses the  
12 rationale for and the nature of the non-certificated personnel agreement.  
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17 **ARTICLE 8 -- REOPENER CLAUSE**

- 18
- 19 A. Any Article(s) of this Agreement may be reopened for negotiations with the mutual  
20 consent of both parties. If a request to reopen is made, the parties shall meet within five  
21 (5) days of the request to discuss the substance of the request. The District and the  
22 Association understand the need to be flexible, and will utilize the Article 2 process to  
23 discuss issues and/or modify the contract with letters of agreement as appropriate.  
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28 **ARTICLE 9 -- MAINTENANCE OF STANDARDS AND MANAGEMENT RIGHTS**

29

30 The Association recognizes that the Board is legally charged with the responsibility for the  
31 operation of the School District and that the Board has authority necessary to discharge that  
32 responsibility pursuant to the provisions of statute, State and Federal Constitutions and this  
33 Agreement; therefore, all rights not clearly relinquished herein by the District are reserved to the  
34 District; however, terms and conditions of employment will not be altered without prior  
35 negotiations with the Association.  
36

37 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the  
38 District which are contrary to, or inconsistent with, its terms.  
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1 **ARTICLE 10 -- PAYROLL DEDUCTIONS AND MEMBERSHIP CANCELLATION**

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3 **A. Deductions.**

- 4 1. Deductions will be made from employees' warrants according to governing laws  
5 (retirement, OASI, Federal Income Tax) and, when requested by the individual,  
6 for those programs made available to employees in this Agreement and authorized  
7 by the Board of Directors, including, but not limited to, medical, salary  
8 protection, credit union, professional dues and representation fees, and Retired  
9 Association dues (WEA-Retired and NEA-Retired).

10  
11 **B. Deduction of Association Membership Dues.**

- 12 1. Within ten (10) days of the commencement of employment, any employee who is  
13 a member of the Association, or who has applied for membership, shall sign and  
14 deliver a dues deduction authorization form to the District. Such membership  
15 authorization shall continue in effect from year to year.
- 16 2. The District shall submit a copy of each signed authorization form to the  
17 Association for processing.
- 18 3. The deduction authorized above shall be made in twelve (12) equal amounts from  
19 each paycheck beginning the pay period in September through the pay period in  
20 August of each year. Employees who commence employment after September or  
21 terminate employment before June shall have their deductions prorated based on  
22 their daily FTE. The Board agrees promptly to remit directly to the Washington  
23 Education Association all monies so deducted, accompanied by a list of  
24 employees from whom the deductions have been made. A duplicate list shall be  
25 promptly provided to the Association and will reflect any changes in said list due  
26 to employees entering or leaving the employ of the District.

27  
28 **C. Indemnification.**

29 The Association agrees to indemnify and hold the District harmless against any and all  
30 claims, demands, suits, attorney's fees, or other forms of liability that may arise out of  
31 or by reason of the District's proper compliance with the terms of this Article.

32  
33  
34 **D. Membership Cancellation**

- 35  
36 1. Any bargaining unit member who wishes to cancel Association membership shall  
37 do so by notifying the Washington Education Association, in writing, according  
38 to guidelines established in Association bylaws.
- 39  
40 2. The responsibility rests with the Association to submit to the District office all  
41 notices of cancellation, in writing, in a timely fashion.
- 42  
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1 **ARTICLE 11 -- OTHER DEDUCTIONS**

- 2
- 3 A. Upon appropriate written authorization from an employee, the Board shall deduct from
- 4 the salary of any employee and make appropriate remittance for WEA-PAC, NEA-PAC,
- 5 annuities, United Way, WEA-Retired, NEA-Retired, or any other plans or programs
- 6 jointly agreed to by the Association and the Board.
- 7
- 8 B. Deductions will be made monthly over the remainder of the year or, when appropriate,
- 9 prorated over the remainder of the year.
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1 **ARTICLE 12 -- ASSOCIATION RIGHTS**

2  
3 **A. Use of District Buildings.**

4 The Association, and its representatives, shall have the right to schedule the use of  
5 District buildings for meetings and to transact Association business therein, provided  
6 such buildings are not otherwise in use. Such scheduling must be done with the prior  
7 approval of the appropriate building administration.  
8

9 **B. Use of Bulletin Boards in Faculty Lounges.**

10 The Association shall have the exclusive right to post notices of the Association's  
11 activities and business matters on bulletin boards within each faculty lounge of each  
12 building in the District.  
13

14 **C. Use of District Communication Resources.**

15 The Association shall have the right to use the District mail service and staff mailboxes,  
16 and electronic media for communication purposes.  
17

18 **D. Leadership Visitation with Members.**

19 In the conduct of legitimate business of the Association, its current President and Chief  
20 Negotiator may visit with teachers from time to time. The Board, therefore,  
21 acknowledges that such visitations shall be permitted provided that no disruption of the  
22 teaching program occurs and that building principals have been notified of out-of-  
23 building visitations which occur during the workday.  
24

25 **E. No Loss of Pay.**

26 Representatives duly authorized by the Association who are mutually scheduled by the  
27 parties to participate during working hours in negotiations, grievance proceedings,  
28 conferences or meetings shall suffer no loss of pay.  
29

30 **F. New Employees.**

31 The District shall provide to the Association an updated list of new employees monthly,  
32 including an indication of their FTE, location, and whether they are on a continuing  
33 contract or a leave-replacement contract. A list of leave-replacements based on a pool  
34 concept will be made available to the Association. The District shall provide no less than  
35 thirty minutes of paid time at every group new hire orientation for the Association to  
36 meet with new employees. For employees hired after the first contracted work day, the  
37 district shall provide this time within ten (10) days of the employee's first contracted day,  
38 and will provide these employees with the name and email address of the Association  
39 President.  
40

41  
42 **G. Notice of the Hiring of Long-Term 20-Day Substitutes.**

43 The District shall provide to the Association notification of the hiring of any Long-Term  
44 20-Day Substitutes as defined in Article 3.B.4., including an indication of their FTE,  
45 location, hiring date, start date for time and one-half pay, and the employee they are  
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1  
2 replacing. Once the decision of the status of a substitute is made, the site administrator  
3 shall notify the Human Resources Administrator, who in turn shall notify the Association  
4 President. A copy of the notification also shall be provided to the Long-Term Substitute  
5 employee.  
6  
7

8 H. **Notice of the Hiring of Long-Term 30-Day Substitutes.**

9 The District also shall provide the Association with monthly notification of any Long-  
10 Term 30-Day Substitutes as defined in Article 3.B.5.  
11

12 I. **Annual Notice of Sick Leave and Other Leaves.**

13 As of July 1, a list to include the end of the year summary of sick leave, substitute  
14 employees and leaves charged to the District shall be provided to the Association.  
15

16 J. **Association Rights Recognized as Exclusive.**

17 The Association rights granted in this Article shall not be extended to any other  
18 individual or organization which seeks to represent employees subject to this contract  
19 regarding wages, hours and other conditions of employment.  
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1 **ARTICLE 13 -- RIGHT TO JOIN AND SUPPORT ASSOCIATION**

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3 The Board hereby agrees that every employee shall have the right to freely organize, join and  
4 support the Association for the purpose of engaging in negotiations and other concerted activities  
5 for mutual aid and protection. As a duly elected body exercising governmental power under the  
6 State of Washington, the Board agrees that it will not directly or indirectly discourage or deprive or  
7 coerce any employee in the enjoyment of any rights conferred or protected by the statutes and  
8 constitutions of the State of Washington and the United States; that it will not discriminate against  
9 any employee with respect to any terms or conditions of employment by reason of membership in  
10 the Association, participation in any activities of the Association, participation in any grievance,  
11 complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions  
12 of employment.  
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18 **ARTICLE 14 -- PERSONAL FREEDOM**

- 19  
20 A. The private life of an employee is not within the appropriate concern or attention of the  
21 Board.  
22  
23 B. Employees will be entitled to full rights of citizenship at all times. No religious or political  
24 activities of any employee outside of class time, or the lack thereof, shall be grounds for any  
25 discipline or discrimination with respect to the employment of such employee.  
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31 **ARTICLE 15 -- NON-DISCRIMINATION**

32  
33 The Board and Association shall provide equal employment opportunity and treatment for all  
34 applicants and staff in recruitment, hiring, retention, assignment, transfer, promotion and training.  
35 Such equal employment opportunity shall be provided without discrimination with respect to race,  
36 creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex,  
37 sexual orientation including gender expression or identity, marital status, the presence of any  
38 sensory, mental or physical disability or the use of a trained dog guide or service animal by a person  
39 with a disability.  
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1 **ARTICLE 16 -- ACADEMIC FREEDOM**

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3 **A. Academic Freedom.**

4 Academic freedom shall be guaranteed to teachers, and no special limitations shall be  
5 placed upon study, investigation, presenting and interpreting facts and ideas concerning  
6 man, human society, the physical and biological world and other branches of learning  
7 subject to accepted standards of professional responsibility. **The District will respect**  
8 **employees' right to express their support for causes that are inclusive of traditionally**  
9 **marginalized students. It is acknowledged that the District may take reasonable steps to limit**  
10 **expression in the workplace that becomes a disruption to the educational environment.**

11  
12  
13 **B. Professional Responsibility.**

14 These responsibilities include a commitment to democratic tradition; a concern for the  
15 welfare, growth and development of children; and an insistence upon objective scholarship.

16  
17 **C. Use of Mechanical or Electronic Devices within a Classroom or Work Area.**

- 18  
19 1. Video/audio recording may be conducted at the request of the District or  
20 bargaining unit employees in order to meet student academic and social needs.  
21  
22 2. Administrative approval of such a request shall be granted before the requested  
23 video/audio recording can be conducted.  
24  
25 3. Requests by parties other than the affected employee(s) shall be submitted on a  
26 Video/Audio Recording Request Form at a meeting with the affected  
27 employee(s). [See Appendix J-1.1]  
28  
29 4. The Video/Audio Recording Request Form shall be used to:  
30 a. Facilitate the request process;  
31 b. Ensure administrative approval of the request; and  
32 c. Provide a minimum notice of five (5) work-days to permit the affected  
33 employee(s), including Long-Term Substitutes as defined in Article 3, to  
34 consult with the Association President prior to any video/audio recording  
35 being conducted.  
36  
37 5. Universal safeguards shall apply to all employees covered by this Agreement,  
38 including Long-Term Substitutes as defined in Article 3, and shall include the  
39 following:  
40 a. Employees covered by this Agreement, including Long-Term Substitutes  
41 as defined in Article 3, shall have the right to step outside the classroom or  
42 work area while video/audio recording is conducted. Employees shall  
43 experience no negative repercussions for exercising this right.  
44  
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1 b. Video/audio recording may not be used for evaluation or disciplinary  
2 purposes.

3 c. Video/audio recording shall not be done without the knowledge of the  
4 affected employee(s), or for monitoring or recording purposes.  
5  
6

7 6. No recording device shall be installed in any classroom or work area, or brought  
8 in on a temporary basis, without a request being submitted on a Video/Audio  
9 Recording Request Form. The intercom system shall not be used to monitor a  
10 classroom or work area without the permission of all employees in that area. The  
11 District will communicate to employees when installing security cameras in  
12 schools and upon request of the Association President, do an annual review for  
13 staff at each facility of all camera locations, inside and outside the facility.  
14

15 Electronic discovery and/or monitoring of employees may be used only to  
16 investigate facts directly related to a specific complaint against an employee as  
17 further described in this paragraph. Electronic discovery and/or monitoring may  
18 be used only retrospectively to investigate the accuracy of a complaint or  
19 allegation, or to confirm or refute a defense against such a complaint or  
20 allegation. Prior to any such use of electronic discovery the employer shall  
21 provide notice to the individual employee.  
22  
23

24 7. Non-District employees or parties, including parents, may request video/audio  
25 recording of an employee's classroom or work area if done through the IEP  
26 process with the concurrence of the IEP team.  
27

28 D. **Procedures for Handling Concerns about Specific Instructional Materials.**

29 Concerns about specific instructional materials will be handled according to District  
30 Policy and Procedures #4600. However, after a building administrator has attempted to  
31 resolve a conflict over materials but before the matter is referred to the Superintendent's  
32 designee, the employee shall have the right to have such materials reviewed by the Site  
33 Team which shall attempt to resolve the concern.  
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1 **ARTICLE 17 -- DUE PROCESS**

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3 **A. Just Cause and Progressive Discipline.**

4 **Seven Tests of Just Cause Appendix: See Appendix K-1**

5  
6 No employee shall be reprimanded, disciplined, adversely affected or deprived of any  
7 professional advantage without just cause. It is expressly understood that the District will  
8 follow a policy of progressive discipline.

9  
10 Prior to issuing discipline, non-disciplinary, documented verbal warnings and Letters of  
11 Direction may be issued. Documentation of a verbal warning will be limited in  
12 description, but will serve to verify the date and nature of the event, and the conversation  
13 which occurred between the employee and supervisor.

14  
15 The District may issue a Letter of Direction to an employee where appropriate. The  
16 Letter of Direction shall guide and advise the employee on future conduct, be non-  
17 disciplinary in nature, contain no findings of wrong-doing on the part of the employee,  
18 and will not include a suggestion that future acts of a similar nature will be disciplinary.

19  
20 Employees may have Association representation during a verbal warning conversation, as  
21 well as when receiving a Letter of Direction. Documentation of a verbal warning and a  
22 Letter of Direction may be placed in a building level administrative working file with the  
23 employees' knowledge of such placement, indicated by the employees' signature and a  
24 time/date stamp.

25  
26 Discipline shall include: (1) written warning(s), (2) Letter(s) of Reprimand, (3)  
27 suspension(s), and (4) discharge. Any disciplinary action taken against an employee shall  
28 be appropriate to the behavior which precipitates said action.

29 **B. Written Explanation of Disciplinary Action.**

30 All information forming the basis for any disciplinary action shall be made available to the  
31 employee and the Association upon request. All specific grounds forming the basis for  
32 disciplinary action shall be in writing.

33 **C. Limitations Upon Future Application of Disciplinary Notices.**

34 No disciplinary notices more than one (1) year old shall be applied toward future disciplinary  
35 actions unless the same offense was committed during the one (1) year period of time.

36 **D. Disciplinary Notice Follow-Up.**

37 If an employee receives a disciplinary notice and if such employee goes for one (1) year  
38 without further discipline, she/he shall be furnished a follow-up notice to this effect with a  
39 copy of such follow-up notice placed in the employee's personnel file.

40 **E. Limitations Upon Use of Complaints.**

41 Any complaint made against an employee or person for whom the employee is administratively  
42 responsible by any parent, student or other person, and not called promptly to the attention of  
43 the employee may not be used as the basis for any disciplinary action against the employee.  
44  
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46

1 F. **Employee Notification of and Right to Representation.**  
2 An employee shall be entitled to have present a representative of the Association during any  
3 **potential** disciplinary action or during any investigatory meeting that the employee  
4 reasonably believes could lead to disciplinary action. When a request for such  
5 representation is made, no action shall be taken with respect to the employee until such  
6 representative of the Association is present. Further, in the event a disciplinary action is to  
7 be taken, the employee shall be advised of the right to representation under this provision of  
8 the contract prior to the action being taken.

9 G. **Procedures Involving Allegations of Misconduct.**  
10 If a situation arises where an employee is to be confronted with alleged misconduct, the  
11 TEA President **will be notified** of the impending investigatory\_meeting so that representation  
12 will be available at the employee's option before the meeting takes place. If a substitute is to  
13 be brought in due to such allegation, it is imperative that every effort be made to notify the  
14 teacher prior to his/her arrival at school. Both parties agree that the entire matter shall be  
15 handled in a confidential manner.

16 H. **Article 2 Review of Due Process.**  
17 In the event the District or the Association has some disagreement about how any person(s)  
18 has implemented due process or performed under this article, the concern may be discussed  
19 at Article 2.  
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1 **ARTICLE 18 -- PERSONNEL FILE**

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3 **A. Employee Rights Regarding Personnel File and Other Administrative Working Files.**  
4 Employees or former employees shall, upon request, have the right to inspect all contents of  
5 their complete personnel file kept within the District as well as employment references  
6 leaving the District. Upon request, a copy of any documents contained therein shall be  
7 afforded the employee. The cost of more than ten (10) copies shall be paid by the employee  
8 at the current rate. Any building level administrative working file(s) shall be available for  
9 inspection on the employee's request. Contents of any working files may be viewed by the  
10 supervisor and employee upon the request of the employee.

11  
12 **B. Employee Right to Have a Witness Present.**  
13 Anyone, at the employee's request, may be present at the reviews described in paragraph A.  
14

15 **C. Personnel File Contents.**  
16 Each employee's personnel file shall contain the following minimum items of information:  
17 Required medical information, all employee's evaluation reports, copies of annual contracts,  
18 teaching certificates and transcripts of academic records.  
19

20 **D. Employee Rights Regarding Placement in Personnel File of Derogatory Materials.**  
21 No evaluation, correspondence, or other material making derogatory reference to an  
22 employee's, or former employee's competence, character or manner shall be kept or placed  
23 in the personnel file without the employee's knowledge and opportunity to attach the  
24 employee's own comments.  
25

26 **E. Employee Rights Regarding Placement in Personnel File of Derogatory Materials**  
27 **from Non-Professional Sources.**  
28 Derogatory statements from non-professional sources shall not be included in any file,  
29 except in such cases where the employee has been notified that such material is intended to  
30 be used as the basis for a subsequent discipline action. That material may be included  
31 within a separate, temporary case or building level administrative working file until the end  
32 of the school year.  
33

34 **F. Verification of Contents of Personnel File.**  
35 Upon request by the employee, the Superintendent or his/her official designee shall sign to  
36 verify contents.  
37

38 **G. Employee Information Concerns.**  
39 Any concerns regarding the management or storage of information about any employee(s)  
40 may be presented for discussion at Article 2.  
41

42 **H. Requests for Information on Bargaining Unit Members**  
43 The District shall notify certificated employees within two (2) working days of any public  
44 information request received for the employee's personnel information. Notification shall  
45 include who is making the request as well as the purpose, if known. In addition, the District  
46 shall offer the employee a list of any and all documents provided within two (2) working  
47 days of their release.  
48

1 **ARTICLE 19 – ASSOCIATION PRESIDENT’S/ASSOCIATION REPRESENTATIVE’S RELEASE**

2  
3 A. **Association-Provided Release for the President and/or Association Representative.**

4 The President of the Association and one Association Representative (Rep) shall, upon  
5 request of the Association, be granted a leave of absence with pay for up to three-fifths of  
6 her/his work week (0.6 FTE), unless otherwise authorized, and reimbursed by the  
7 Tumwater Education Association. This leave shall be extended on an annual basis as  
8 authorized by the Tumwater Education Association. The Association President, and/or  
9 Rep, shall receive a prorated planning period based on their non-released FTE.

10  
11 (It is understood that the Association Representative will serve in a position within the  
12 larger Association (i.e., WEA Chinook, WEA, or NEA) and could simultaneously serve  
13 as the TEA President.)

14  
15 B. **President’s/Rep’s Protected Rights during Release.**

16 During such leave, the President and Rep shall accrue full seniority, salary increments,  
17 leave allocations, and insurance and other benefits. The President and Rep shall further  
18 accrue full retirement credit as allowed by the Teachers Retirement System (TRS). The  
19 President and Rep shall continue to receive full service credit and shall retain full  
20 seniority rights during the period of leave.

21  
22 C. **Notice to District of Presidential/Representative Selection.**

23 The Association shall notify the District promptly once a President and Rep have been  
24 selected for the upcoming school year. That portion of the President's contracted position  
25 covered by this leave shall be treated as a non-continuing leave-replacement position.

26  
27 D. **Rights of President/Rep Upon Completion of Release.**

28 Upon completion of such leave, the President and Rep shall be assigned to a position that  
29 is the same or similar to the position previously held.

30  
31 E. **Configuration of President’s Actual Work-Day.**

32 By June 1 of each year, the Association and the District shall agree through the Article 2  
33 process on the configuration of the President’s and Rep’s actual work-day for the  
34 upcoming school year.

35  
36 F. **Reimbursement to the District.**

37 The Association shall reimburse the District on a quarterly basis based on up to 0.6 FTE  
38 of the combined salary and benefits specified in the first cell of the MA column of the  
39 current salary schedule (see Appendix A), unless authorized otherwise pursuant to  
40 Article 19.A.

41  
42 G. **Hold Harmless Clause.**

43 The Association agrees to indemnify and hold the District harmless against any and all  
44 claims, demands, suits, attorney's fees, or other forms of liability that may arise out of or  
45 by reason of the District's compliance with the terms of this Article.

1 **ARTICLE 20 -- HOLD HARMLESS**

2  
3 A. **Employee Protection from Work-Related Claims.**

4 The District shall hold harmless and employees from any and all claims for damages caused  
5 or alleged to have been caused in whole or in part by employees while acting within the  
6 scope of their job duties.

7  
8 B. **Reporting Employee Injury.**

9 Any employee incurring injury during the course of job responsibility shall report the extent  
10 of the accident or injury to his or her immediate supervisor at the earliest opportunity. The  
11 school district will assume responsibility for injury to an employee as outlined in the  
12 District's liability insurance policy or by the Department of Labor and Industries (State  
13 Industrial Insurance).

14  
15 C. **Personal Property Insurance.**

16 The District shall provide insurance coverage for loss of or damage to personal property of  
17 school employees while such employees are engaged in the maintenance of order and  
18 discipline and the protection of school personnel and students, and the property thereof,  
19 when that is deemed necessary by such employee. The damage or loss must have occurred  
20 on school property. The limit of liability shall be \$500.00 per employee for each claim.

21  
22 D. **Personal Property Inventory.**

23 Employee personal property coverage shall be provided for the purpose of covering loss or  
24 damage to employees' personal equipment or property; provided employees submit to the  
25 Principal an inventory of equipment which they have on school property in order for it to be  
26 covered by this insurance. Information to be submitted must include the general description  
27 or name of the equipment, brand name, serial number, date purchased perceived value and  
28 duration or length of time it shall be used on school district premises. If the District will not  
29 provide this coverage to specified property, the employee requesting coverage shall be so  
30 informed. The limit of liability shall be \$500.00 per employee with a \$10.00 deductible per  
31 claim for loss or damage.

32  
33 E. **Term of Insurance Coverage.**

34 The parties agree that the insurance coverage is now in effect to comply with the  
35 requirements of this Article, and the District agrees to maintain this coverage during the  
36 term of this Agreement.

1 **ARTICLE 21 -- TEACHING HOURS - LENGTH OF WORKDAY**

2  
3 **A. Normal Work Day Defined.**

4 The normal day for an employee shall not exceed seven and one-half (7-1/2) hours.  
5

6 **B. Regular School Day Defined.**

7 The time between the beginning of the first class of the day to the end of the last class of  
8 the day shall constitute a regular school day. The total length of the regular school day  
9 shall not exceed six and one-half (6-1/2) hours. This time shall have included within it a  
10 continuous thirty (30) minute duty-free lunch period. In addition, employees teaching in  
11 the elementary positions shall be provided two (2) fifteen (15) minute relief periods each  
12 day, one occurring during mid-morning and the other occurring during mid-afternoon.  
13 All components of time above shall be prorated by FTE for any less than full time  
14 employee.  
15

16 **C. Planning Time.**

17 1. Each employee shall be provided with planning time. This time will not be  
18 unreasonably interrupted. Reasonable interruption shall consist of parent, student,  
19 staff or evaluation conferences and will be scheduled in advance when possible.  
20

21 2. Part-time employees' planning period shall be prorated by FTE.  
22

23 3. Through the Article 2 process, the District and the Association agree to discuss  
24 the needs for planning time and explore options for providing assistance.  
25

26 **D. Secondary Planning.**

27 Full time employees teaching in grade 7 through grade 12 positions shall have a  
28 continuous planning period equal to the regular scheduled period during a regular normal  
29 work-day.  
30

31 **E. Elementary Planning.**

32 1. Each full time employee will have a minimum of 200 minutes per 5 day week for  
33 planning time. This planning time shall be scheduled within the student day in  
34 blocks of not less than thirty (30) minutes per day.  
35

36 2. On Academic Collaboration Time (ACT) days, planning time will be provided to  
37 all employees and shall be scheduled within the student day in blocks of not less  
38 than twenty-five (25) minutes per day. 200 minutes of planning time for the  
39 week, per Article 21 Section E.1 shall remain.  
40

41 3. On other reduced schedule days (including, but not limited to, conference days,  
42 late starts, non-ACT early release), site teams will develop adjusted schedules.  
43  
44  
45  
46  
47  
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1 F. **Covering Another Class.**

- 2
- 3 1. The practice of using regular employed employees as substitutes shall be
- 4 discouraged. When an employee is requested or required to cover a class during
- 5 her/his planning period or takes an additional full class during the time that they
- 6 are already teaching a class, he/she shall be reimbursed at their per diem rate of
- 7 pay prorated to reflect the actual amount of time thus spent. If two/three teachers
- 8 split a full classroom they will each receive half/third the amount of time thus
- 9 spent. Authorization for class covering shall be made by the building principal.
- 10
- 11 2. Reimbursement for class covering shall come from a District budget line item,
- 12 and compensation for class covering shall be made the following month.
- 13
- 14 3. The class coveree (person leaving for a short period of time) shall not have any
- 15 reprisals either in reduction of leaves and/or remuneration, once the class covering
- 16 authorization has been granted. Arrangements for class covering may be made
- 17 between teachers with prior approval of building principal.
- 18

19 G. **Article 2 Problem-Solving Process.**

20 The District and the Association agree to explore concepts through the Article 2 problem-

21 solving process that address planning time for elementary teachers, preparation for

22 exploratories at the middle school level, pay equity issues and travel status issues for

23 elementary specialists, and the option of relinquishing a planning period in order to teach

24 another section at the secondary level.

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1 **ARTICLE 22 - STAFF DEVELOPMENT**

2  
3 **A. Staff Development Allocation.**

4 The parties agree that improving one's professional ability is a part of our regular work.  
5 In order to reinforce this belief, the following amounts of staff development funds will be  
6 allocated each year to the sites on a per-staff FTE basis, unless agreed otherwise:

7 \$102,000

- 8 1. \$20,000 of the above staff development funds will be directed by the district  
9 to provide district provided staff development opportunities and clock hours to  
10 employees in compliance with law.

11  
12 **B. Staff Development Options.**

13 Each site will be able to determine how to use its Staff Development funds. Whenever  
14 possible and practical, sites will be encouraged to coordinate their staff development  
15 activities in order to maximize efficient use of these resources. Options for use of Staff  
16 Development funds may include:

- 17  
18 1. Paying registration fees, expenses, and substitute costs so staff can attend  
19 workshops, conferences, professional meetings, and training;  
20  
21 2. Bringing a workshop presenter to the building;  
22  
23 3. Purchasing reference or training materials to enhance staff knowledge and skills; and  
24  
25 4. Paying for substitutes to release employees in Tumwater schools to prepare and  
26 make presentations in and out of Tumwater School District as an education  
27 professional, or to make professional visitations to other buildings or districts.  
28

29 **C. Staff Development Carryover.**

30 The District has a past practice of carrying over unused resources in Staff Development.  
31 In the event the District is able and determines that unused Staff Development resources  
32 will be carried over, the disposition of such funds will be determined by the Article 2  
33 Group as part of its annual review of contractual resources. If the parties cannot mutually  
34 agree on an alternative use for these funds, the District and the Association agree that  
35 these resources will be kept at each site to address site-based priorities.  
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1 **ARTICLE 23 -- PAYMENTS AND WARRANTS**

2  
3 **2.5% increase across the salary schedule, Steps 15 and 16 MA +90 at statutory maximum**

4  
5 A. The payment of salary for each contract employee shall be according to the terms of the  
6 contract and governing laws, and will be made on the last calendar day of each month,  
7 excluding Saturday, Sunday or holidays.

8  
9 **Employee Basic Salary Schedule**

10 The employee base salary schedule appears in Appendix A-1.1 & A-2.1.

11  
12 **Co-Curricular Salary Schedule:** (See Appendix B-1)

13  
14 **Travel Expense.**

15 Reimbursement for use of an employee's personal vehicle for District purposes shall be at  
16 the State rate or the rate set by Board policy, whichever is higher. Authorization for  
17 reimbursement must be approved in advance and must be claimed at the end of the month  
18 in which travel was approved.

19  
20 **Education and Experience Credits.**

21 Annual experience increments on the salary schedule shall be granted employees as  
22 provided for on the salary schedule. Credits and clock hours which can be used for  
23 endorsements or certification shall be recognized for placement on the bargained  
24 schedule. All relevant experience, including private and public sector experience outside  
25 of education, shall be recognized in accordance with WAC 392-121-264 (f)I for ESAs  
26 (OT, PT, SLP, RN, and school psychologists); provided, that beginning September 1,  
27 2020, the District shall grant such credit for up to ten (10) years of such experience.

28  
29 **NEW Experience Education Longevity Stipends**

30 Employees placed on Step 15, MA + 90 shall receive a stipend of \$584, prorated by FTE,  
31 for education, experience and longevity.

32  
33 Employees placed on Step 16, MA + 90 shall receive a stipend of \$2,558, prorated by  
34 FTE, for education, experience and longevity.

35  
36  
37 **Salary and Benefits Flow-Through.**

38 The District agrees to “flow-through” any additional funds for certificated employee  
39 benefits to bargaining unit members as passed and funded by the Legislature. Salaries  
40 shall be as negotiated and shown in Appendix A.

41  
42 **In-Service Compensation outside the Workday.**

43 The parties agree that employees will be paid at their curriculum rate for in-service  
44 training occurring outside the normal work day if the district requires the employee to  
45 attend. This would not include in-service trainings employees attend in order to meet  
46 other requirements (i.e. certification, licensure).

1 **ARTICLE 24 -- INSURANCE BENEFITS**

2  
3 **A. School Employees Benefit Board (SEBB) Program:**

- 4 1. Beginning January 1, 2020, the District shall pay the full portion of the employer  
5 contribution to the School Employees Benefit Board (SEBB) for insurance  
6 program as adopted in the School Employees Health Care Coalition agreement for  
7 all employees who meet the eligibility requirements outlined below. The  
8 employer contribution will be equal to the state funded allocation rate and will  
9 paid throughout the school year. This Article will be construed consistently with  
10 SEBB rules, policies and guidelines related to eligibility and coverage, which are  
11 summarized herein. For purposes of benefits provided under the SEBB, school  
12 year shall mean September through August.  
13
- 14 2. SEBB will implement the School Employees Health Care Coalition agreement  
15 when establishing the employee rates which will be paid to the Health Care  
16 Authority (HCA) through payroll deduction for the month in which the employee  
17 receive benefits.  
18

19 **B. Benefits provided by the SEBB will include but not be limited to:**

- 20 • Basic Life and accidental death and dismemberment insurance (AD&D)  
21 • Basic Long-term Disability  
22 • Vision  
23 • Dental including orthodontia  
24 • Medical Plan
- 25 1. Employees are eligible to participate in the SEBB offered Medical Flexible  
26 Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP).  
27 Employees will also have the option of enrolling in a Health Savings Account  
28 (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for  
29 their medical insurance. In addition, employees will be able to utilize payroll  
30 deduction for any supplemental insurance that they choose to enroll through  
31 SEBB (e.g. increased AD&D, Long-term disability, etc.).  
32

33 **C. Dependent Coverage for the Purpose of SEBB:**

- 34 1. Legal spouses, state-registered partners, children up to age 26 (biological and  
35 adopted children, children of the employee's spouse or state-registered domestic  
36 partner, children for which a court order of divorce decree created a legal  
37 obligation to provide support or health care coverage) and children of any age  
38 with a developmental or physical handicap who are not capable of self-support.  
39  
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44

- 1 2. Upon moving to the new plan, should an employee have dependents that were  
2 covered as of December 31, 2019 but who no longer qualify for coverage under  
3 SEBB, the employee will have the opportunity to enroll these dependents at the  
4 employee's cost for a period up to 36 months. Such payments will be made  
5 through payroll deduction by the district and paid to the HCA for this purpose.  
6

7 **D. Eligibility:**

- 8 1. All Employees, including substitute employees, shall be eligible for full insurance  
9 coverage under the SEBB program if they work 630 hours or more in a school  
10 year. All hours worked during the school year shall count for purposes of  
11 establishing eligibility. Employees who are hired late in the year but are  
12 anticipated to work 630 hours or more the following year are eligible for coverage  
13 based on the HCA rules for mid-year hires Paid leave hours shall count towards  
14 the 630 hours used to determine eligibility for benefits under this section.  
15 Employees on unpaid leave will be considered in an employment status for the  
16 provisions of this section. An employee on approved leave under the federal  
17 Family and Medical Leave Act (FMLA) or the Washington State paid Family  
18 Medical Leave Program may continue to receive the employer contribution  
19 toward school employees benefits board (SEBB) insurance coverage in  
20 accordance with the federal FMLA or RCW 50A.04.245.  
21
- 22 2. For an employee on leave without pay who is no longer anticipated to meet the  
23 eligibility standard for employer paid insurance benefits by the end of the school  
24 year, the employee will have the option of self-paying the premium to HCA.  
25

26 **E. Benefit Enrollment/Start:**

- 27 1. Benefit coverage for new employees will begin the first day of the month  
28 following the first day of work when it is expected that the employee will work  
29 630 hours, except during the month of September when the employee's benefit  
30 coverage will begin in September if the employee is expected to work 630 hours  
31 or more during the school year and that employee begins on or before the first day  
32 of school in September.  
33
- 34 2. Should an employee who previously was not expected to be eligible for benefits  
35 under SEBB works 630 hours in one year, the employee will become eligible for  
36 benefits to begin the month after attaining 630 hours. Should the employee meet  
37 the 630-hour eligibility mid-year for two consecutive year, the employee will be  
38 anticipated to work 630 hours going forward and therefore be eligible for benefits  
39 under SEBB.  
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1 F. **Continuity of Coverage:**

- 2 1. When a new employee to the district was previously employed by a SEBB  
3 employer and was eligible for SEBB coverage, that employee will have  
4 uninterrupted benefit coverage if they are anticipated to work 630 hours or more  
5 in the school year. If an employee was not anticipated to work 630 hours in a  
6 school year but meets that eligibility criteria during the school year, the employee  
7 will become eligible for SEBB benefits and will begin coverage in the month  
8 following this establishment of eligibility.  
9

10 G. **Benefit Termination/End:**

- 11 1. Any employee eligible for SEBB who terminates employment shall be entitled to  
12 receive the District insurance contribution for the remainder of the calendar  
13 month in which the contribution is effective. In cases where employees eligible  
14 for SEBB separate after completion of the employee's full contract obligation (i.e.  
15 the end of the employee work year as it aligns with the student school year in  
16 June) the District will for the purposes of SEBB report their resignation as  
17 August 31 and continue benefits as such.  
18

19 H. **Employee Wellness:**

- 20 1. The district shall provide an Employee Assistance Program. Information on how  
21 to access the program and benefits shall be available on the District website and  
22 shared with employees at orientation.  
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1 **ARTICLE 25 -- CALENDARS FOR DISTRICT AND EMPLOYEE BASE CONTRACT YEAR**

2  
3 **A. Base Contract Year.**

4 The base contract year for employees covered by this Agreement, unless the parties agree  
5 otherwise, shall consist of 180 days. It may also include the following professional  
6 responsibilities

- 7 1. Collegial planning or study groups working with curriculum, instruction, or  
8 assessment.
- 9 2. Assessment preparation/development/implementation to be used with students for  
10 the purpose of achieving the student learning goals.
- 11 3. Curriculum preparation/development/implementation (all levels, i.e., building or  
12 classroom).
- 13 4. Development/implementation of alternative assessment directed toward state  
14 standards.
- 15 5. Development and updating of student Learning Improvement Plans.
- 16 6. Preparation for closing of school.
- 17 7. Evaluating student work
- 18 8. Improving and maintaining professional skills at the teacher's discretion

19  
20  
21 **B. Caleendars for District and Employee Base Contract Year – Parameters and Guidelines.**

22 District and employee contract year calendars will be agreed to by the Association and  
23 the District according to the following parameters and guidelines:

24  
25 1. **First Student Day.**

26 The first day for students shall be the first Wednesday after Labor Day, except  
27 when Labor Day falls on the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, or 7<sup>th</sup> of September. When this occurs,  
28 the first student day may be scheduled before Labor Day.

29  
30 2. **National Holidays.**

31 All national holidays and the Friday following Thanksgiving will be non-school  
32 days.

33  
34 3. **Winter Break.**

35 Winter break shall be no less than ten week days, and begin no later than  
36 December 23. Week days consist of Monday through Friday, and include  
37 holidays if they fall within the period from Monday through Friday.

38  
39 4. **Spring Break and February Mid-Winter Break.**

40 Spring break shall be the first full week in April, unless an extended February  
41 break is scheduled. When this occurs, spring break may be scheduled during the  
42 second or third full week in April.

43  
44 5. **Make-Up Days.**

45 **For 2020-21, TEA and TSD are piloting a school year calendar containing two**  
46 **(02) make-up days within the school year. These days have been negotiated**

6. Unless superseded by mutual agreement at Article 2, the above parameters shall also be followed when establishing the annual calendar for the school year immediately following the expiration of this contract.
7. TEA and TSD will work with their counterparts in Olympia and North Thurston to coordinate key calendar features, such as the First Day of School; the dates for winter and spring breaks; and the dates for an extended February (mid-winter) break, if the latter is scheduled.
8. A NEW EMPLOYEE workday shall be paid for by the District and shall be scheduled prior to district directed pre-service days. This day shall be used for orientation purposes. The employee shall be paid at his/her per diem rate for this time.

C. **Fall-Back Calendar Elements (when needed).**

If by March 15 in the current contract year, the District and the Association have not agreed upon or ratified a District and contract year calendar for the upcoming contract year, it is agreed that a fall-back calendar will be created that replicates the following calendar elements as they were scheduled in the current contract year calendar. Final adoption of this calendar shall require ratification by the Association's membership and the Board of Directors.

1. **First Student Day.**

The scheduling of the first student day with respect to Labor Day shall be determined by its location in the current contract year calendar. (For example, if the first student day in the current contract year calendar is scheduled for the first Wednesday after Labor Day, then the first student day for the upcoming contract year calendar shall also be scheduled for the first Wednesday after Labor Day.)

2. **Professional Non-School Days.**

The inclusion of professional non-school days in the upcoming contract year calendar shall depend on whether they were scheduled in the current contract year calendar.

3. **National Holidays.**

**Holiday Early Release Days.**

The parties agree that the District calendar will include one (1) holiday early release day (half-day) on the day before Thanksgiving break

4. **Winter Break.**

Winter break shall be no less than ten week days, and begin no later than December 23.

5. **Spring Break and February Mid-Winter Break.**

Spring break shall be scheduled the same week in April as it is in the current contract year calendar. The length of the February mid-winter break shall be the same as that scheduled in the current contract year calendar.

6. **Make-Up Days.**

Any make-up days will occur at the end of the regular teaching year.

7. The above parameters and guidelines shall also be followed when establishing a fall-back calendar for the contract year immediately following the expiration of this Agreement.

D. The Association and the District agree to the following elements for the school and contract years for the term of this Agreement (see Appendix D-1).

1. **Early Release Days.**

Three half-days

2. **Opening Day.**

One day as provided for in Article 35.

3. **Teacher Contract Year.**

See Article 25.A.

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1 **ARTICLE 26 -- LEAVES**

2  
3 **A. Illness, Injury, and Emergency Leave.**

- 4
- 5 1. Paid leaves for personal illness, injury, or emergency of an employee, will be  
6 granted on the basis of twelve (12) days at the beginning of each year, cumulative  
7 to 180 days of unused leave, and transferable as per any applicable state and  
8 federal statutes. Such leave is in the form of insurance and is not deferred income  
9 due at a later date.
  - 10
  - 11 2. Illness, injury, and emergency leave may be used by an employee in the case of  
12 serious illness, injury, or emergency in the immediate family (spouse, domestic  
13 partner, child, mother, father, sister, brother, father-in-law, mother-in-law, or other  
14 household member).
  - 15
  - 16 3. In the event that the State Auditor or a court of competent jurisdiction rules the  
17 above leave provisions to be contrary to law or regulation, the leave provisions  
18 shall thereupon be determined null and void and all necessary adjustments shall  
19 be made by the District and the Association to conform to the law as determined  
20 by the Auditor or court of competent jurisdiction.
  - 21
  - 22 4. A doctor's written statement may be requested by the Superintendent or  
23 Superintendent's designee after an illness of five (5) or more consecutive  
24 employment days. (Appendix F-1)
  - 25
  - 26 5. Employees shall be able to "cash out" unused sick leave as provided in applicable  
27 state laws and regulations. (See Appendix I-1)

28  
29 **B. Parental Leave.**

- 30
- 31 1. Employees shall be eligible to use paid leave for pregnancy, adoption, placement  
32 of a foster-child, and for child-bonding. The employee may use any accrued sick,  
33 personal, PFML (if applicable), or shared leave.
  - 34
  - 35 2. Further, any employee eligible for parental leave (Appendix F-1) shall be granted  
36 leave without pay for up to twelve (12) weeks from the date of birth of the child.  
37 This leave may, upon approval of the District, be extended for a period of up to one  
38 (1) year from the same date. Similarly, any employee eligible for parental leave for  
39 reasons of adoption or placement of a foster child shall be granted leave without pay  
40 for up to twelve (12) weeks to commence at any time during the first year after  
41 receiving de facto custody of said child, or prior to receiving custody if necessary to  
42 fulfill requirements for adoption. This leave may also, upon approval of the District,  
43 be extended for a period of up to one (1) year from the date of de facto custody of the  
44 child. In all cases of such extended leave covered under Article 26.B, the employee  
45 shall notify the Human Resources Administrator in writing of the desire to take such  
46 leave and, except in case of emergency, shall give at least thirty (30) calendar days'  
47 notice prior to the date on which the leave is to begin.



1 **G. Leave of Absence - Service as an Elected Public Officeholder.**

- 2
- 3 1. Employees are encouraged to exercise their rights in a full range of citizenship
- 4 activities. A successful candidate to a public elective office which would require
- 5 absence from the normal employee contractual obligations will be granted leave
- 6 (Appendix F-1) without salary or benefits.
- 7
- 8 2. Upon completion of a predetermined leave period(s) the employee shall be
- 9 assigned the same or similar position previously held.
- 10
- 11 3. When a leave period(s) overlap(s) more than one (1) contractual year, the normal
- 12 salary increments will be allowed.
- 13

14 **H. Longevity Leave.**

- 15
- 16 1. After fifteen (15) years of teaching experience, each employee shall receive one
- 17 (1) longevity leave day per year, non-accumulative and non-transferable, to be
- 18 scheduled at the employee's discretion and subject to the limitations agreed herein
- 19 regarding the first five (5) and final ten (10) work days of the school year.
- 20
- 21 2. Employees, at their option, may cash out unused Longevity Leave at the rate of 1
- 22 day at the current substitute pay rate. Such requests shall be made in writing to the
- 23 Superintendent or Superintendent's designee by the last work-day of the each
- 24 school year. Such payment shall be made in the July paycheck.
- 25

26 **I. Personal Leave.**

- 27
- 28 1. Personal Leave will be granted for up to two (2) days annually at full salary,
- 29 cumulative **to six (6)** days. This leave will not be granted, without the approval of
- 30 the Superintendent or his/her designee, the first five (5) and last ten (10) work days
- 31 of the school year, unless being requested for a Learning Improvement Day
- 32 scheduled before the First Student Day or after the Last Student Day.
- 33
- 34 2. Personal leave shall be recorded through the District's adopted leave recording
- 35 system. Those positions that do not require a substitute must record their absence
- 36 in both Skyward and AESOP.
- 37
- 38 3. Advance notice is not required when an employee is prevented from reporting to
- 39 his/her building by a situation which is serious, unavoidable, or of major
- 40 importance involving potential hazard, provided that the employee informs his/her
- 41 building principal as rapidly as possible of his/her own inability to report on time.
- 42
- 43 4. Employees, at their option, will be able to cash out two (2) personal leave days of
- 44 accumulated personal leave at curriculum rate. Such requests shall be made in
- 45 writing to the Superintendent or Superintendent's designee by the last work-day of
- 46 each school year, payable in the July paycheck.
- 47
- 48

1 J. **Professional Leave.**

2 The Board of Directors recognizes that travel by employees is necessary in the case(s) of  
3 meetings where official school business is involved, and desirable when certain  
4 educational conferences provide employees with opportunities to keep abreast of the  
5 latest developments and trends in the fields of school district organization, operation and  
6 instruction.  
7

8 1. **Representing the District.**

9 Employees will be released to attend a limited number of scheduled meetings and  
10 conventions recommended by the Superintendent and authorized by the Board.  
11 The District pays actual expenses and makes no salary deductions.  
12

13 2. **Representing the Building or Site.**

14 Employees will be released to attend scheduled meetings and conventions  
15 pursuant to decision making processes at their building or site, and with the  
16 principal's and/or supervisor's authorization.  
17

18 3. **Representing the Profession.**

19 Employees will be released to prepare and make presentations in and out of  
20 Tumwater School District as an education professional, or to make professional  
21 visitations to other buildings or districts, with the principal's and/or supervisor's  
22 authorization.  
23

24 4. **Representing the Association.**

25 a. In order that members of the Association may attend conferences,  
26 conventions, workshops, or meetings as called or directed by that  
27 organization, and in order to accomplish the purpose of RCW 41.59, at least  
28 sixty (60) days absence for each year of the Agreement shall be granted to  
29 the Association by request. Any employee using this absence must be  
30 replaced by a substitute. The cost of the substitute shall be paid by the  
31 Association on a quarterly basis. Employees using this leave must give two  
32 (2) days written notice in advance to the Superintendent or Superintendent's  
33 designee in order to be released. The Association shall allocate the  
34 scheduling of these absences so as not to impair the continuity of instruction.

35 b. In the event that the State Auditor or a court of competent jurisdiction  
36 rules this leave to be contrary to law or regulation, the leave shall  
37 thereupon be determined null and void and all necessary adjustments shall  
38 be made by the District and the Association to conform to the law as  
39 determined by the Auditor or court of competent jurisdiction and the  
40 Association shall reimburse the District for any funds determined to have  
41 been paid improperly by the District. In the event the Association fails to  
42 reimburse the District, the amount for the released time shall be deducted  
43 from the employee's salary check. The Association expressly agrees to  
44 indemnify and hold the District harmless against any and all claims,  
45 demands, suits, attorney's fees or other forms of liability that may arise out  
46 of, or by reason of, the District's compliance with the terms of this section.  
47

1 **K. Unpaid Leaves of Absence**

2 In addition to parental leave described above, the Board may grant up to one year (180  
3 days) of personal leave without pay at an employee's request. Requests for personal leave  
4 without pay shall be submitted in writing via Appendix F-1.  
5

6 **L. Absence without Leave Prohibited.**

7 Employees are expected to attend work unless they qualify for and are granted a leave of  
8 absence under one of the provisions of this Article.  
9

10 **M. Leaves -- Sabbatical Leave of Absence.**

11 Any employee of Tumwater School District who has four (4) or more years of continuous  
12 service within the District is eligible for Sabbatical Leave (Appendix F-1) in accordance  
13 with the following procedures:  
14

- 15 1. Sabbatical Leave may be granted for study or research and/or travel that will be of  
16 service to the individual and to the school and pupils of the District.  
17
- 18 2. Sabbatical Leave shall be granted for no less than one (1) full semester or more  
19 than one (1) full year.  
20
- 21 3. Sabbatical Leave may be granted to no more than two (2) percent of the total  
22 employees of the District in any one (1) year.  
23
- 24 4. Applications for Sabbatical Leave must be filed with the Superintendent or  
25 Superintendent's designee by April 1, prior to the school year for which it is  
26 requested. Attached to the application shall be:  
27
  - 28 a. Proposed plan of study or travel, and
  - 29 b. Proposed time allotment/schedule indicating how the Sabbatical Leave  
30 will be used.  
31
- 32 5. The granting of Sabbatical Leave is at the sole discretion of the Board. After  
33 Board approval, any change of plan must be reapproved in advance of the  
34 commencement of the Sabbatical Leave.  
35
- 36 6. Tenure and status of the employee on a Sabbatical Leave will not be impaired.  
37 The salary of an employee during Sabbatical Leave shall be paid in monthly  
38 installments.  
39
- 40 7. Compensation, salary, during Sabbatical Leave shall be one-third (1/3) of the  
41 applicant's regular employee contract salary. The employee will not be eligible for  
42 district-paid insurance benefits, but shall be able to subscribe at their own expense  
43 under the district's group rates, subject to the insurance carrier's approval.  
44
- 45 8. Sabbatical Leave entitles an employee to the normal increments, and hours earned  
46 during the Sabbatical Leave.  
47

1 9. An employee accepted for Sabbatical Leave must guarantee, in writing that said  
2 employee will return to the District for a minimum of one (1) full year subsequent  
3 to the Sabbatical Leave.  
4

5 10. Within thirty (30) days of return from Sabbatical Leave, the employee shall file  
6 with the Superintendent or Superintendent's designee a summary report of travel  
7 or study in which said employee was engaged.  
8

9 **N. Professional Leave of Absence.**

10 Leaves of absence (Appendix F-1) without pay or benefits may be granted for a period  
11 not to exceed one (1) year, subject to renewal for a second year. Applications shall be  
12 completed and filed in the Superintendent's office not later than April 1 of any year.  
13 Requests where approval is routine and/or pro forma may be recommended to the School  
14 Board by the Superintendent or his/her designee, with subsequent notice of the request  
15 and recommendation then being given to the Association. Requests where approval is  
16 not routine and/or not pro forma, shall be brought to the Association President for a  
17 possible joint recommendation to the Board. The final decision on Professional Leave  
18 recommendations will be made by the Board at a regular Board meeting.  
19

20 **O.** An employee on authorized leave of absence may elect, provided the insurance policy so  
21 allows, to keep in force insurance coverage in effect prior to the leave. The District will  
22 make no contribution toward the payment of such premiums.  
23

24 **P. Shared or Donated Leave.**

25  
26 1. One district pool will be established for the purpose of sharing leave among  
27 employees according to the provisions of WAC 392-126-104.  
28

29 2. A district employee is eligible to receive donated leave if:  
30

31 a. The staff member is entitled to use and accrue annual and/or sick leave;  
32

33 b. The staff member suffers from, or has a relative or household member  
34 suffering from, an extraordinary or severe illness, injury, impairment or  
35 physical or mental condition which has caused or is likely to cause, the  
36 staff member to:  
37

38 (i) Go on leave without pay status; or  
39

40 (ii) Terminate his/her employment;  
41

42 c. The staff member's absence and the use of shared leave are justified by  
43 documentation;  
44

45 d. The staff member has depleted his/her annual leave and sick leave  
46 reserves;  
47

- 1 e. The staff member has abided by District rules regarding annual and/or sick  
2 leave use; and  
3  
4 f. The staff member has diligently pursued and been found to be ineligible to  
5 receive industrial insurance benefits.  
6  
7 g. An employee's relative is defined as the leave recipient's spouse, child,  
8 stepchild, grandchild, grandparent, parent, sibling or other close relative  
9 by blood or marriage. Household member is defined as those persons who  
10 reside in the same home as a family unit. This term shall include foster  
11 children and legal wards even if they do not live in the household.  
12  
13 h. Extraordinary or severe means serious or extreme and/or life threatening.  
14  
15 3. The Superintendent or his/her designee shall appoint yearly a committee  
16 comprised of one representative from each bargaining unit and one representative  
17 from each non-represented group (District Office Support Staff, Principal/District  
18 Office Administrators, Skills Center) to determine eligibility for shared leave.  
19 The Superintendent or his/her designee shall be a member of the committee.  
20  
21 4. However, a staff member shall not receive more leave than the number of  
22 contracted days remaining in the current school year. The employee shall not  
23 receive a total of more than 522 days of leave during total state employment.  
24 Requests for use of sick leave days must be accompanied by a letter from the  
25 attending physician and the district form (Appendix F-1). To be granted leave,  
26 the committee and physician must be in agreement.  
27  
28 5. District employees may donate leave annually as follows:  
29 A staff member who has an accrued sick leave balance of more than 22 days, may  
30 request a transfer of a specified amount of sick leave to the district's shared leave  
31 pool. The request must be made on the attached form. A staff member may not  
32 request a transfer that would result in an accrued sick leave balance of fewer than  
33 22 days. Sick leave as defined in RCW 28A.400.300 means leaves for illness,  
34 injury and emergencies. Leave shall be calculated on a day-donated and day-  
35 received basis. All donated leave must be given voluntarily. In the situation that  
36 leave donated directly to an employee is not needed, the employee who donated  
37 the leave can choose to have the unused leave returned to them or donated to the  
38 shared leave pool.  
39

40 Q. In order to assist the District in fulfilling its responsibility to hire the personnel needed from  
41 year-to-year, employees covered by this Agreement who are on extended unpaid leave shall  
42 inform the District by April 1st but no later than April 15th of the school year of their intention  
43 for the following year, including whether they will return to the District to work, whether they  
44 will request an extension of their leave, or whether they will resign from the District.  
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R. **Leave Reassignments.**

For all absences and leaves as stated in Article 26, the employee, upon completion of said absence(s) or leave(s) shall be assigned to a position that is the same or similar to the position previously held, subject to Article 29 herein.

S. If the leaves herein become the basis for an audit exception in the Tumwater School District Annual Audit Report, the District and Association agree to reopen negotiations to bring the leaves into compliance with the auditor's directives.

T. An employee who is on a paid leave of absence authorized by the District shall continue to receive service credit as provided under the provisions of RCW 41.32.240 through 41.32.575.

U. **Washington State Paid Family and Medical Leave (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 do not have to exhaust all their accumulated leave before using PFML. Commencing January 1, 2019, the District shall pay the employer's share of the premium to fund this leave. The Employee shall pay the remainder of the premium. 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.

V. **Applicability of Leaves.**

All leaves described in Article 26 shall be applicable to any days in an employee's base contract year as defined in Article 25.

1 **ARTICLE 27 -- EMPLOYEE FACILITIES**

2  
3 **A. Facilities Provided.**

4 Every effort shall be made to provide the following facilities and equipment:

- 5  
6 1. Adequate space in each classroom in which employees may safely store  
7 instructional materials and supplies;  
8  
9 2. An employee work area containing adequate equipment and supplies to aid in the  
10 preparation of instructional materials;  
11  
12 3. In addition to the aforementioned work area, an appropriately furnished room,  
13 which will include a telephone to be reserved for the use of the employees, as a  
14 faculty lounge;  
15  
16 4. A serviceable desk and chair and filing cabinet of adequate size for employee use  
17 in each classroom;  
18  
19 5. A communication system so that certificated employees can communicate with  
20 the main building office from their classrooms. In the event the system just  
21 described does not exist in a building, such a system will be included in any major  
22 remodeling project for said building;  
23  
24 6. Well-lighted and clean employee restrooms, separate for each sex and separate  
25 from student restrooms; and  
26  
27 7. A separate, private dining area for the use of employees.

28  
29 **B. Safe Working Conductions.**

30 The District shall provide a safe and healthful working environment for all employees.  
31 Employees will not be required to work under unsafe or hazardous conditions or to  
32 perform tasks that endanger their health, safety, or well-being.  
33

34 **C. Access after Regular School Hours.**

35 In order to permit freedom for access both during and after regular school hours, all  
36 employees will be given keys to the faculty lounge and work area of their assigned  
37 school. All employees will be provided, upon request, with a key or other means of  
38 access through an outside door to their area of the building during non-school hours.  
39

40 **D. Employee Parking.**

41 An adequate part of the parking lot at each school shall be reserved for employee parking.  
42  
43  
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1 E. **Facility and Classroom Use by Third Parties.**

2 The District will ensure that advance notice of school facility use will be provided  
3 affected employees. The building principal will be responsible for verifying that the  
4 classroom teacher and the person(s) using the room have reached agreement on the terms  
5 of its usage, including but not limited to storage, property rights, designated areas and  
6 materials to be used, etc. In the event a facility user does not abide by the agreement, the  
7 employee will promptly notify the building principal. The principal will verify to what  
8 extent the agreement was broken and authorize a reimbursement claim to the employee  
9 for personal property and/or time lost in restoring the classroom or other affected facility  
10 (to be paid at the per diem rate). The District shall collect any appropriate fines from the  
11 facility user.  
12

13 F. **Classroom Visits.**

14 Building administration shall give prior notice in instances where there is a need for  
15 classroom visitations by outside investigators, mediators, or consultants during in-class  
16 hours.  
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1 **ARTICLE 28 – NON-CERTIFICATED DUTIES**

- 2
- 3 A. Employees shall not be required to perform the following non-certificated duties,  
4 including, but not limited to, milk distribution and supervision of the cafeterias, bus  
5 loading and unloading, playgrounds, collecting money from students, any custodial  
6 function, or conducting searches for explosive devices.  
7
- 8 B. Employees shall not be required to drive students to activities which take place away  
9 from the school building.  
10
- 11 C. An employee will not be required to perform non-teaching duties which place him/her in  
12 a position of direct responsibility and supervision of a group of students. If such duties  
13 are to be performed, they will be on a voluntary basis, and it shall be the responsibility of  
14 each building principal to provide a sign-up sheet for said duties. The payment for such  
15 voluntary duty performance shall be set by the sponsoring group.  
16
- 17 D. The past practice of the District and employees, regarding this Article, is not a violation  
18 of this Article.  
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1 **ARTICLE 29 -- POSITION RECRUITMENT, APPLICATION, AND JOB-SHARING**

2  
3 The District and the Association agree on the importance of recruiting and retaining high quality  
4 diverse employees. The District and the Association shall form and maintain a representative  
5 committee to design and recommend practices to increase racial diversity in the TSD workforce.  
6 This committee shall meet at least twice annually and shall be made up of equal numbers TSD  
7 and Association- appointed members. This committee will work in collaboration with equity  
8 work in which the District is engaged, complete self-evaluation activities every two years and  
9 will be sustained, at a minimum, through August 2025 unless otherwise bargained.

10 Vacancies shall be defined as open or new certificated positions that are created after returning  
11 building certificated staff have been assigned for the bargained calendar year.

12 Assignments shall be defined as grade level bands, majority of subjects taught, or programs  
13 taught in a building. Employee input and preferences shall be sought, considered, and given due  
14 consideration when making such certificated assignments.

15  
16 **A. Procedures for Filling Vacancies.**

17 To assure that employees are given equal consideration in filling professional job  
18 vacancies for the following school year, the following procedures shall be used:

- 19 1. All vacancies and new positions shall be posted via e-mail to each employee and  
20 the Association through the last day of the student school year. After that time,  
21 they will be posted on the Public Schools Personnel Cooperative website.
- 22 2. The District shall clearly set forth the procedures for applying for vacancies and  
23 where the qualifications for the individual positions may be obtained.  
24

25 **B. Notification of Voluntary Reassignment or Transfer Applications.**

26 No later than June 10, the Superintendent or Superintendent's designee shall forward to  
27 the Association a list of people who have applied for all vacancies and new positions  
28 under Section A.1 above.  
29

30 **C. Unfulfilled Reassignment or Transfer Requests.**

31 Any employee who has applied for a vacant position or a new position and whose request  
32 has not been fulfilled by July 1, shall have his/her request kept on active file status until  
33 August 31. It is further agreed that the District shall consider the concept of an experiential  
34 transfer exchange as an opportunity for growth for employees.  
35

36 **D. Staffing and Schedule Notification.**

37 No later than July 1, for any year, the Superintendent or Superintendent's designee shall  
38 forward to the Association a district-wide schedule and any additional updates showing  
39 transfers as well as the list of newly hired staff. This information shall be updated as it  
40 becomes available.  
41  
42  
43  
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45

1 E. **Criteria for Filling Vacancies.**

- 2
- 3 1. All vacancies shall be filled on the following basis and in the following order:
- 4 a. The qualifications and program needs set forth in the job posting which
- 5 shall include educational training, certification and education employment
- 6 experience.
- 7 b. Seniority as determined by the highest standing on the RIF list.
- 8 c. If qualifications and program needs are substantially equal, then seniority
- 9 will be the determining factor in filling the vacancy.
- 10 2. No such request shall be denied arbitrarily, capriciously, or without basis in fact.
- 11 3. No vacancy shall be filled by means of involuntary assignment/transfer if there is
- 12 a qualified volunteer available to fill such vacancy.
- 13

14 F. **Notification of Non-Acceptance.**

15 When an employee has applied for a vacancy or open position and was not selected for

16 that position, the employee shall be notified in person or in writing. Upon the employee's

17 request, a conference shall be scheduled by the Superintendent or designee to discuss the

18 reasons for denial.

19

20 G. **Vacancies Occurring During the School Year.**

- 21
- 22 1. All vacancies and new positions occurring during the school year shall be
- 23 reported to the Association and posted via e-mail to each employee for a
- 24 minimum of five (5) working days before the position is filled.
- 25
- 26 2. When such a vacancy or new position occurs, qualified employees may apply and
- 27 shall be considered for a voluntary transfer to a vacant position; provided,
- 28 however, if such employees are transferred to those positions, the subsequent
- 29 vacancy shall not be subject to the provisions of this section. This transition
- 30 would only occur at the semester breaks. The Superintendent or Superintendent's
- 31 designee, at his/her discretion, may grant exceptions for transferring employees to
- 32 subsequent vacancies.
- 33

34 H. **Involuntary Transfer/Reassignment.**

- 35
- 36 1. Notice of involuntary transfer or reassignment shall be given to an employee as
- 37 soon as practicable, and except in unusual cases, not later than June 30 of any
- 38 given year.
- 39
- 40 2. A list of open positions in the school district shall be made available to all
- 41 employees being involuntarily transferred or reassigned.
- 42
- 43
- 44

- 1 3. An involuntary transfer or reassignment shall be made only after a meeting  
2 between the employee involved and the Superintendent's designee, at which time  
3 the employee shall be notified of the reason thereof. In the event that an  
4 employee objects to the transfer or reassignment and upon request of that  
5 employee, the Superintendent or Superintendent's designee shall meet with the  
6 employee. The employee may, at the employee's option, have an Association  
7 representative present at such meeting.  
8
- 9 4. Involuntary transfers or reassignment will be made on the basis of the educational  
10 and staffing needs of the District. Employees will not be placed in any position  
11 outside their major and/or minor preparation areas except in unusual situations.  
12
- 13 5. An employee will not be involuntarily transferred or reassigned if there is an  
14 active vacancy application from another employee who qualifies for the position  
15 to be filled by involuntary means.  
16
- 17 6. The District agrees that absent a finding of fact by the Superintendent that the  
18 educational best interest of the students cannot be adequately served thereby, the  
19 District shall select involuntary transfers according to least standing on the RIF  
20 list among those available to be involuntarily transferred.  
21
- 22 7. Elementary classroom teachers at a particular site shall be divided into the  
23 following groups when determining availability for involuntary transfer:  
24
- 25 a. Grades K and 1
  - 26
  - 27 b. Grades 2 and 3
  - 28
  - 29 c. Grades 4 and 5
  - 30
- 31 8. No employee may be involuntarily transferred more than once every two (2)  
32 years. An employee involuntarily transferred shall have the first right of refusal  
33 for his/ her former position for four (4) years in the event the position becomes a  
34 vacancy.  
35

36 I. **Hiring Committees.**

37 Staff representatives will be included on hiring committees when appropriate.  
38

39 J. **Job-Sharing Guidelines.**

- 40 1. Job sharing shall refer to two (2) educational employees sharing one (1) full-time  
41 position.
- 42 2. Job sharing may be available to educational employees who have continuing  
43 contracts with the District. Employees seeking job sharing opportunity will meet  
44 jointly with the site administrator for discussion and then jointly apply.  
45 Applications for job sharing must be made in writing to the Human Resources  
46 Administrator by April 1st.

- 1 3. Responsibilities of an assignment by two job sharers may be divided and/or  
2 allocated according to a plan designed by the job sharers, with the approval of the  
3 Principal and Director of Human Resources.
- 4 4. Educational employees holding job sharing assignments shall be granted the  
5 appropriate annual fractional leave(s), subject to the provisions of the Collective  
6 Bargaining Agreement.
- 7 5. The two (2) educational employees sharing one (1) full-time position shall share  
8 one (1) benefit package, subject to the provisions of the Collective Bargaining  
9 Agreement and District insurance contracts.
- 10 6. In the event a replacement is required for a job sharer, the district may offer the  
11 other educational employee sharing that particular job the position.
- 12 7. Job sharing partners may substitute for one another at the rate of 1-1/2 times the  
13 substitute rate of pay.
- 14 8. Team members agree to plan jointly as they have joint responsibility for the same  
15 students. Regular planning time will be made available on basis proportional to  
16 each team member's assignment.
- 17 9. In order for a job-share to continue in force on a continuing contract basis, the  
18 principal and the two job-sharers must mutually agree each year to continue the  
19 job share.
- 20 10. **Job-Sharing Salary.**  
21 When the job-share agreement is first implemented, the experience and education  
22 steps for any teacher involved shall be the same as those to which s/he would be  
23 entitled on a regular full-time basis. The placement will determine the base salary  
24 from which any proration will be made.
- 25 11. **Job-Sharing Benefits.**  
26 Seniority, leave allocations, extended compensation, and other benefits will be  
27 prorated according to the proportion of the position for which the individual is  
28 employed, with the additional provision that any individual may pay the non-  
29 prorated balance and qualify for full medical benefits.

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1 **ARTICLE 30 -- STUDENT TEACHERS**

2  
3 **A. Philosophy.**

4 Tumwater School District and the Tumwater Education Association believe that  
5 providing observation and student teaching opportunities for students training to be  
6 teachers enable us to support the education profession, and to expand and enhance the  
7 pool of employee candidates for possible future employment.  
8

9 **B. Student Teacher Assignment.**

10 The Tumwater School District recognizes its obligation to provide experience for  
11 students training to be teachers. Placing of college students for specific purposes with  
12 supervising teachers in the District is encouraged but not mandatory. Assignment of  
13 college students is to be made by the Superintendent or Superintendent's designee or the  
14 building administrator in cooperation with the college supervisor and the building  
15 administrator, and with the approval of the supervising employee.  
16

17 **C. Supervising Employee's Responsibility.**

18 The supervising employee and college supervisor shall cooperatively develop an  
19 appropriate program for the student teacher. The experience shall include observation,  
20 practice teaching and other normal teacher duties as the supervising employee shall  
21 direct. The supervising employee is responsible for the class, and should not delegate  
22 these experiences until the student teacher is sufficiently prepared to handle them.  
23 Student teachers should conduct themselves as though they were regularly employed in  
24 regard to such obligations as the teaching day, supervision of students, extra-curricular  
25 activities, and in-service obligations.  
26

27 **D. Student Teacher Dismissal.**

28 The supervising employee has the right to recommend dismissal of a student-teacher  
29 without the consent either of the District or the college/university. Prior to dismissal, the  
30 supervising employee shall provide an explanation to the building administrator, college  
31 supervisor, and the student-teacher involved.  
32

33 **E. Student Teachers as Substitutes.**

34 Student-teachers, with proper endorsement/certification, may be assigned as a substitute  
35 for employees and will be compensated at the appropriate substitute rate.  
36

37 **F. Student Observation Experience.**

38 This experience is provided to college students at the beginning of the school year except  
39 in extenuating circumstances, and shall include those preparation or orientation days  
40 which precede the opening of school. The college student's role should be mainly that of  
41 observation. Other duties may be assigned by the supervising teacher in accordance with  
42 the student's capabilities.  
43  
44  
45  
46  
47  
48  
49

1 **ARTICLE 31 -- STUDENT DISCIPLINE**

2  
3 **A. Maintaining Order and Discipline of Students.**

4 The safety of students and teachers shall be the first priority of the District. All  
5 employees shall assume the responsibility for maintaining an atmosphere that will serve  
6 to prevent undesirable conduct. To ensure that all employees are able to maintain order  
7 and discipline of students, the school district shall support and assist all employees in  
8 maintaining control of students.  
9

10 All District and building policies related to student discipline shall comply with current  
11 laws of the State of Washington, including all laws regarding students with special needs.  
12 Such policies shall be interpreted to insure that the optimum learning atmosphere of the  
13 classroom is maintained, and that the highest consideration is given to the judgment of  
14 qualified certificated educators regarding conditions necessary to maintain the optimum  
15 learning atmosphere.  
16

17 The disruption caused in the classroom by a student's behavior shall be given due  
18 consideration when imposing student discipline.  
19

20 **B. Student Discipline Records.**

21  
22 **1. Record-Keeping.**

23 All buildings shall prepare and maintain individual student discipline records  
24 necessary to comply with state laws related to student discipline.  
25

26 **2. Access to Student Discipline Records.**

27 The District shall also advise those employees working directly with a student  
28 when the District possesses information that the student's disciplinary history  
29 suggests a possible threat to the safety of others. Employees may have access to  
30 that student's disciplinary records as provided by law.  
31

32 **C. Enforcement of Student Discipline.**

33  
34 **1. Exclusion of Student by Teacher.**

35 An employee shall have the right to remove a student from class when the  
36 employee deems such action necessary to maintain order or discipline, provided  
37 that, except in emergency circumstances, the teacher shall have first attempted  
38 one or more alternative forms of corrective action. In no event shall an excluded  
39 student be returned during the balance of that class or activity period, or up to the  
40 following two days, in accordance with WAC 392-400-330(3) without the  
41 consent of the teacher, or until the principal or his or her administrative designee  
42 and the teacher have conferred. Confer" shall mean an in-person, phone, or  
43 reciprocal email discussion, and may be followed by a deeper discussion of  
44 student behavioral supports upon request of the teacher. Students may be  
45 excluded from their individual classes or activities for periods of time in excess of  
46 these time periods if such students have repeatedly disrupted the learning of other  
47 students, subject to due process rights of all students.  
48

1           2.       **Communication of Disciplinary Action.**

2           The principal shall communicate in a timely manner the disciplinary action taken  
3           by the principal to the school personnel who referred the student to the principal  
4           for disciplinary action. This communication shall occur prior to the student's  
5           return to the teacher's supervision.  
6

7       D.       **Discipline of Special Education Students.**

8           In instances where a special education student disrupts a regular or special education  
9           classroom in such a manner that the educational process is significantly impaired, the  
10          student shall be removed in accordance with the District Policy and Procedures Guide.  
11          Unless a special education student's I.E.P. specifically references a disciplinary problem  
12          and prescribes an approach contrary to that which may be indicated by the District  
13          Policy, the standard discipline policy applies to all students.  
14

15      E.       **Supervision of Students.**

16          All children within a school building(s) attending school functions(s) during school hours  
17          and during non-school hours must be supervised. Each employee is legally responsible  
18          for the supervision of the employee's assigned group. Each employee is responsible for  
19          correcting any student(s) not properly supervised, and reporting the situation to the  
20          employee's immediate supervisor.  
21

22      F.       Neither the District nor any subgroup of the District will pass or maintain policy which  
23          conflicts with the employee's responsibility to maintain discipline of the students.  
24

25      G.       **Development and Review of Building Discipline Standards.**

26  
27          1.       **Building-Level.**

28           The principal and the certificated employees in a school building shall confer at  
29           least annually in order to develop and/or review building disciplinary standards  
30           and uniform enforcement of those standards.  
31

32          2.       **District Level.**

33           On or before September 30, of each school year, the District and the Association  
34           shall meet to develop and/or review building disciplinary standards and uniform  
35           enforcement of those standards. Such standards shall be consistent with this  
36           contract, applicable statutes, and shall not be encroached upon by the Board  
37           policy or action.  
38

39      H.       **Expectations of Employees in Physical Confrontations.**

40          The District and the Association have agreed upon the following expectations when  
41          employees find themselves facing physical confrontations:  
42

43          1.       Employees have a responsibility to help ensure a safe and secure environment for  
44          their students.

45          2.       Employees are not expected to place themselves in harm's way.  
46

- 1 3. Employees are expected to use their best professional judgment about what action  
2 to take based on their own capabilities their level of training and confidence, and  
3 the situation they are facing.  
4

5 I. **Assault**  
6

- 7 1. Assault is defined in the District Handbook or District Policy or State law.  
8 <http://app.leg.wa.gov/rcw/default.aspx?cite=9a.36>  
9
- 10 2. The District will take necessary and reasonable steps to protect employees who  
11 are the subjects of assaults consistent with school district policies and state law.  
12
- 13 3. Pursuant to WAC 392-400-810, a student convicted of committing an offense  
14 under RCW 28A.600.460(2), when the activity is directed toward the teacher,  
15 shall not be assigned to that teacher's classroom for the duration of the student's  
16 attendance at that school or any other school where the teacher is assigned.  
17 Students charged with a criminal offense under this provision will be so removed  
18 at least until the charges are resolved.  
19
- 20 a. The principal will follow building discipline procedures as appropriate when  
21 dealing with students who commit any assault.  
22
- 23 b. The teacher may refer the student to the Student Support Team. When  
24 appropriate, the administrator or SST will create or revise a behavior contract  
25 with the student to ensure student success.  
26
- 27 4. In the event that an employee is assaulted, the building principal shall follow  
28 established discipline procedures and communicate any actions taken back to the  
29 employee.  
30
- 31 The affected employee may:
- 32
- 33 a. meet with his or her supervisor within two (2) days of the incident or as soon as  
34 possible. Afterward, the employee may meet with the superintendent.  
35
- 36 b. meet with the Special Education Director, if appropriate, within two (2) days of  
37 the incident or as soon as possible.  
38
- 39 c. be provided access to the Employee Assistance Program  
40
- 41 d. access District supports available and appropriate to meet student's needs. (i.e.  
42 behavior specialists, SRO, counseling support for the class, etc.)  
43
- 44 e. in the case of student receiving special education services, initiate the IEP  
45 review process.  
46
- 47 f. receive additional training if requested by the employee.  
48

- 1  
2 g. be provided other available assistance as needed at the time of the incident,  
3 including but not limited to leave with pay on the day of the incident which will  
4 not be charged to any accumulated leave. If needed, additional time off may be  
5 requested from the Principal in consultation with the Human Resources  
6 Department. Such leave shall not be deducted from sick or personal leave if  
7 approved by Human Resources  
8

9 **J. Threats and Harassment**

- 10  
11 1. Harassment is defined in the District Handbook or District Policy or State law.  
12 (hyperlink)  
13  
14 2. In any incident of harassment, the District will follow procedures as outlined and  
15 mandated in Board Policies and Procedures, including 3207 (Harassment) and 5013  
16 (Sexual Harassment) or any replacement policies regarding this topic.  
17 <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>  
18

19 **K. Communication with Parents**

- 20  
21 1. Communication with parents or guardians about individual student's misbehavior in the  
22 classroom and any corrective action taken without referral to the office due to  
23 misconduct, is the responsibility of the employee.  
24  
25 2. Communication with parents or guardians about any corrective action taken with  
26 referral to the office due to misconduct, is the responsibility of the Principal or their  
27 administrative designee.  
28  
29 3. If the student misconduct under procedures associated with Board Policy 3240 affects  
30 other students, such as when a room needs to be evacuated, or when a student is  
31 assaulted in the presence of other students, the Principal will consult with the District  
32 and the teacher to determine the best method and form of communication to parents of  
33 the affected students. Communication may be by individual phone calls, robo-call,  
34 email, letter, or other means deemed appropriate at the time. Such communication will  
35 comply with Family Education Rights and Privacy Act.  
36 <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>. This communication  
37 may include the impact on instructional time.  
38  
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1 **ARTICLE 32 – EVALUATION**

2  
3 **The following evaluation language shall apply only to those certificated staff not being**  
4 **evaluated using the OSPI-approved, Danielson framework:**

5  
6 A. **Evaluation Philosophy.**

7 The Association and the District recognize that an ongoing effort to improve individual  
8 and team performance is a key characteristic of any high quality organization. We share  
9 a commitment to work together to make this happen.

10 Our philosophical goal is to move toward a supportive environment which leads  
11 employees to ongoing reflective thinking about their own performance and the factors  
12 which influence their effectiveness. The purpose of such reflection is to enhance our  
13 employees’ personal and professional growth and ability to successfully assist our  
14 students to accomplish such learning goals as:

- 15 • Read with comprehension, write with skill, and communicate effectively and  
16 responsibly in a variety of ways and settings.
- 17 • Know and apply the core concepts and principles of mathematics; social, physical and  
18 life sciences; civics and history; geography; fine arts; and health and fitness.
- 19 • Think analytically, logically, and creatively; and integrate experience and knowledge  
20 to form reasoned judgments and solve problems.
- 21 • Understand the importance of work and how performance, effort, and decisions  
22 directly impact future career and educational opportunities.
- 23 • Be responsible for one’s actions, develop positive self-worth by enhancing learner  
24 competence and good work habits; show respect for others, participate as a citizen,  
25 and become a lifelong learner.

26  
27 B. **Evaluation Prerequisites.**

- 28 1. The evaluation procedures set forth herein shall provide for a positive attitude to  
29 be maintained by all parties toward the development and improvement of the  
30 instructional program of the District. The evaluation procedure shall recognize  
31 high levels of performance and encourage improvement in specific identifiable  
32 areas through the systematic assessment of the instructional program and shall be  
33 recognized as a high priority responsibility.

- 1           2.       The following conditions shall prevail when an evaluation of an employee takes  
2           place. If any of these conditions are absent, the evaluation report shall duly note  
3           the specific condition(s) lacking in that employee's instructional setting:  
4           a.       Class size in accordance with the Agreement;  
5           b.       Sufficient availability of supplies and equipment for the instruction  
6           program;  
7           c.       Adequate physical facilities and location to accommodate the learning  
8           environment as necessitated by the area of instruction being taught;  
9           d.       Preparation time for the employees in accordance with Article 21 of this  
10          Agreement; and  
11          e.       Administrative support in dealing with disciplinary problems in  
12          accordance with this agreement.

13  
14    C.       **Evaluation Options.**

15       After four (4) years of satisfactory long-form evaluation, in accordance with RCW 28A.405,  
16       the employee will decide how he/she will be evaluated, choosing from the following  
17       choices:  
18

- 19       1.       Professional Growth Option (Appendix E-1 and E-2)  
20       2.       Long-form evaluation process (Appendix E-3 and E-4 and/or E-5)  
21       3.       Short-form evaluation process (Appendix E-6)  
22

23       The evaluation option to be used needs to be discussed by the employee and the evaluator  
24       and mutually agreed upon by both parties before the evaluation process begins. Should  
25       the participants not agree on the evaluation choice, a person from the Article 2 Group will  
26       be brought in to assist.  
27

28       As per RCW 28A.405.100, it is mutually agreed by both the District and the Association  
29       that the employee must return to the long-form evaluation at least once every six (6)  
30       years. During the sixth year a long-form evaluation would be conducted. An employer  
31       or employee may require that the long-form evaluation process be conducted in any given  
32       year.  
33

34    D.       **Professional Growth Option.**

35       Eligibility to participate in the Professional Growth Option, hereafter referred to as PGO,  
36       shall require four (4) years of satisfactory long-form evaluations for employees new to  
37       teaching, and two (2) years of satisfactory long-form evaluations for experienced  
38       employees new to Tumwater School District who have received at least two (2) years of  
39       satisfactory long-form evaluations in their previous districts. The long-form evaluation  
40       must occur at least once every six (6) years.  
41  
42  
43  
44

45  
46       1.       **PGO Philosophy**

- 1 a. The primary focus of evaluation shall be to improve teaching and encourage  
2 professional growth. The Professional Growth Option, hereafter referred to  
3 as PGO, is a process which is teacher-centered, encourages peer sharing and  
4 support, and includes self-evaluation and goal setting. This process is  
5 separate from the traditional, summative review and all observation and  
6 comment related to PGO, with the exception of the PGO verification form,  
7 shall not be included as part of the employee's permanent record.
- 8 b. The supervisor and the staff member share the responsibility for PGO. The  
9 fundamental activity of this option is the development of specific teaching  
10 and/or direct job-related goals between the staff member and the supervisor.  
11 The number of goals is less important than the form and substance of the  
12 goals and in most cases would range from one to four. Normally the goals  
13 would be established in accordance with their potential impact on student  
14 learning.
- 15 c. Peer involvement is heartily encouraged as a part of PGO. Individuals may  
16 elect to use colleagues in observation, data collection or as collaborators.  
17 Employees may choose to work in teams, department groups or grade levels.  
18 The supervisor acts as a coach, observer, facilitator and/or data collector.  
19  
20

21 **2. PGO Process**

- 22 a. The employee and her/his administrative evaluator must mutually agree to  
23 participate in the PGO. Each of them must also have completed at least  
24 once the PGO training offered each year by the District. Such training  
25 shall include goal setting, communication skills, and strategies for  
26 instructional improvement.  
27
- 28 b. PGO shall encourage professional growth through goal setting and shall  
29 involve the teacher and the administrator in cooperative discussions,  
30 planning and collegial interaction for the accomplishment of goals.  
31
- 32 c. The employee shall complete an annual self-assessment, including the  
33 setting of individual professional goals and outlining a plan for  
34 accomplishing them.  
35
- 36 d. Teams of employees may choose to go through this process together with  
37 team goals.  
38
- 39 e. The plan may include observation and comment by one or more peers of  
40 the employee's choice, comment by students and/or comment by parents  
41 of students. Such observation and comment shall not be included as part  
42 of the employee's permanent records.  
43  
44  
45  
46

- 1 f. Information from the PGO cycle is the property of the employee and may  
2 not pass to the personnel file. Only the PGO verification form will be  
3 placed in the personnel file.  
4  
5 g. At all times during the professional growth option, collaborative  
6 interaction, based on trust and confidence, is encouraged. Growth is the  
7 desired outcome and the PGO should not represent a threat.  
8  
9 h. PGO shall model authentic assessment for students.  
10  
11 i. Employees who participate in the PGO will receive \$50 in their initial year  
12 of participation to support achievement of their professional goals. Sites  
13 are to submit written notification to the Human Resources Office  
14 identifying new PGO participants so proper payments can be made.  
15

16 **3. PGO Timelines**

- 17 a. During September and October, employee participants and supervisors  
18 shall meet to discuss thoroughly the potential goals and to complete the  
19 PGO Planning Worksheet (Appendix E-2).  
20  
21 b. Throughout the year, the supervisor shall meet formally and informally  
22 with the employee and any involved peers to discuss collaboratively the  
23 progress on the goals and to refine and update any need for resources.  
24  
25 c. In March and April, a final meeting shall be held to review achievement of  
26 the goals. At this meeting the Professional Growth Verification Form  
27 (Appendix E-1) shall be compiled collaboratively to be submitted to the  
28 district personnel file. The supervisor shall verify that the employee has  
29 participated in the PGO.

29 **E. Long-form Evaluation Process.**

- 30 1. This evaluation process must occur at least once every six (6) years. (Appendix E-3)  
31  
32 2. Annually, employees shall be observed a minimum of sixty (60) minutes prior to  
33 the formal evaluation conference. At least one (1) observation shall not be less  
34 than thirty (30) continuous minutes in length. Provisional employees shall be  
35 observed for a total of not less than thirty (30) minutes during the first ninety (90)  
36 calendar days of employment. For continuing contract employees, at least one (1)  
37 observation shall be held by March 15.  
38  
39 3. Observations shall take place under a variety of circumstances such as different  
40 subject areas, different instructional methods and different times of the day, week  
41 and year. At least one (1) observation shall be considered formal. Formal  
42 observations shall include a joint planning meeting prior to the observation,  
43 utilization of the Evaluation Criteria (Appendix E-4 and/or E-5) as a basis for the  
44 observation, and a follow-up discussion with the evaluatee within five (5) days  
45 following the observation. Following any other observation, a conference may be  
called by either the evaluator or evaluatee to discuss the observation.

1 4. The evaluator shall complete an evaluation report and hold the formal evaluation  
2 conference not later than June 1. The evaluator shall note the strengths and areas  
3 for improvement, if any. Deficiencies noted shall be supported with related  
4 examples. A growth plan shall be mutually established from adopted criteria  
5 where areas for improvement have been identified. The evaluator shall use the  
6 evaluation criteria (Appendix E-4 and/or E-5) as the basis for the evaluation. The  
7 evaluatee shall sign both copies of the evaluation report form and shall have the  
8 exclusive right to attach an addendum statement. Distribution of the evaluation  
9 report forms should be: (1) Original copy to the school district personnel file; (2)  
10 Second copy to the evaluatee.

11  
12 5. **Performance Notification**

13 The District and the Association recognize the importance of sufficient time for  
14 an employee to address performance concerns raised by an evaluator during the  
15 evaluation process. Therefore no employee shall receive an unsatisfactory  
16 evaluation at their formal evaluation conference without having been notified in  
17 writing of performance concerns that could result in such an unsatisfactory  
18 evaluation. Such notification shall occur as soon as possible, and no later than  
19 March 15.

20  
21 F. **Short-Form Evaluation Process.**

22 After four (4) years of satisfactory long-form evaluations, the supervisor and employee  
23 may mutually agree to participate in the short-form evaluation process. The short-form  
24 evaluation (Appendix E-6) shall consist of:

- 25  
26 1. One 30-minute observation with a written summary, or  
27 2. Two observation periods totaling at least 60 minutes without written summary,  
28 but with a final annual written evaluation.  
29

30 Long-form evaluations must occur at least once every six (6) years. The employee may  
31 request a long-form evaluation at any time. No employee shall be required or requested  
32 to participate in a short-form evaluation process. The short-form evaluation process may  
33 not be used for determining unsatisfactory work, nor as probable cause for non-renewal.  
34

35 The following procedural requirements of the long-form evaluation process shall apply:

- 36  
37 1. Designation of the evaluator;  
38 2. Time limit on the delivery of an observation(s) form(s);  
39 3. Meeting with individual or groups of employees to review the evaluation system;  
40 4. Prearrangement of observation.  
41  
42  
43  
44  
45  
46



1 **Article 32 A - Evaluation of Teachers**

2  
3 The following evaluation language shall apply only to those certificated staff being evaluated  
4 using the OSPI-approved, Danielson framework rubrics.  
5

6 **Section 1 - Evaluation System Preamble**

7  
8 An evaluation system for teachers has the following elements, goals, and objectives:  
9

- 10 1. The evaluation procedures set forth herein shall be to improve the educational program  
11 by improving the quality of instruction.  
12 2. The evaluation process shall provide support for professional growth.  
13 3. Within the selected instructional framework teachers will be allowed to exercise their  
14 professional judgment and will be evaluated on their practice, skills, and knowledge.  
15

16 The parties agree that the following evaluation system is to be implemented in a manner  
17 consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).  
18

19 Additionally, the parties agree that the evaluation process is one which will be implemented with  
20 collaboration between the evaluator and the bargaining unit member, as described in  
21 WAC 392-191-025:  
22

23 “To identify in consultation with classroom teachers and certificated support personnel observed,  
24 particular areas in which their professional performance is satisfactory or outstanding, and  
25 particular areas in which the classroom teacher or support person needs to improve his or her  
26 performance.”  
27

28 Purpose – The following evaluation process has the following elements, goals, and objectives:  
29 “An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system  
30 must encourage improvements in teaching skills, techniques, and abilities by identifying areas  
31 needing improvement; (3) an evaluation system must provide a mechanism to make meaningful  
32 distinctions among teachers and to acknowledge, recognize, and encourage superior teaching  
33 performance; and (4) an evaluation system must encourage respect in the evaluation process by  
34 the persons conducting the evaluations and the persons subject to the evaluations through  
35 recognizing the importance of objective standards and minimizing subjectivity.”  
36

37 **Section 2 – Definitions and Notes**

38  
39 **Artifacts** shall mean any products generated, developed, or used by a certificated teacher.  
40

41 **Certificated Principal** "principal," and "assistant principal" mean a person who is employed to  
42 supervise the operation and management of a school (WAC 181-79A-140 (4).)  
43  
44  
45  
46

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

4  
5 **Component** shall mean the sub-section of each criterion.

6  
7 **Criteria** shall mean the eight (8) state defined categories to be scored.

8  
9 **Evaluation** shall mean the ongoing process of identifying, gathering, and using information to  
10 assess total job effectiveness, improve professional performance, and make personnel decisions.

11  
12 **Evaluator** shall mean a certificated administrator who has been trained in observation and  
13 evaluation techniques, and in the use of the specific instructional framework and rubrics  
14 contained in this agreement.

15  
16 **Evidence** means observed practice, products or results of a certificated classroom teacher's work  
17 that demonstrates knowledge and skills of the educator with respect to the four-level rating  
18 system. Such evidence shall include artifacts produced or resulting from the normal course of  
19 professional performance during the school year.

20  
21 Both the teacher and the evaluator shall contribute evidence to the overall assessment of  
22 professional performance. If, after completing the minimum required observations, both the teacher  
23 and evaluator agree on the score for a criterion, no additional evidence will be required to be  
24 collected for that criterion. It shall be the nature and quality of the evidence, not the quantity of  
25 evidence that determines the criterion rating.

26 Unsubstantiated complaints against an employee shall not be included in any documentation  
27 pertaining to any evaluation.

28  
29 **Formal Observation** means any observation which is scheduled in advance between the teacher  
30 and evaluator for the purpose of evaluation.

31  
32 **Informal observation** means any non-scheduled observation during which evidence is gathered  
33 by an evaluator to inform a teacher's final evaluation.

34  
35 **Observe** or "observation" means the gathering of evidence made through classroom or worksite  
36 visits for the purpose of examining evidence over time using the instructional framework rubrics.

37  
38 **Rubrics** or "rubric row" means the descriptions of practice used to capture evidence and data and  
39 classify teaching performance and student growth using the evaluation criteria and the four-level  
40 rating system.

1 **Satisfactory/Unsatisfactory**

2  
3 **Satisfactory-** Overall summative performance ratings of Proficient (Level 3) or Distinguished  
4 (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the  
5 profession, a performance rating of Basic (Level 2) is also considered satisfactory.

6  
7 **Unsatisfactory-** An Overall summative performance rating of Unsatisfactory (Level 1) is  
8 considered not satisfactory for all teachers. Teachers on a continuing contract with more than  
9 five years of teaching experience who receive a summative performance rating of Basic  
10 (Level 2) two years in a row, or two years within a consecutive three-year period are also  
11 considered unsatisfactory.

12  
13 **Student Growth** shall mean change in student achievement between two points in time.

14  
15 **Student Growth Data** shall be selected by the teacher and discussed with the evaluator.  
16 Assessments used to demonstrate such growth shall primarily be classroom-based and shall be  
17 initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate,  
18 relevant, and may include both formative and summative measures.

19  
20 **Summative Performance Ratings** means the four performance levels applied using the four  
21 level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient;  
22 Level 4 – Distinguished.

23  
24 (1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the  
25 concepts underlying individual components of the criteria. This level of practice is ineffective  
26 and inefficient and may represent practice that is harmful to student learning progress,  
27 professional learning environment, or individual teaching practice. This level requires immediate  
28 intervention.

29 (2) Basic: Professional practice at Level 2 shows a developing understanding of the  
30 knowledge and skills of the criteria required to practice, but performance is inconsistent over a  
31 period of time due to lack of experience, expertise, and/or commitment. This level may be  
32 considered minimally competent for teachers early in their careers but insufficient for more  
33 experienced teachers. This level requires specific support.

34 (3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all  
35 aspects of the profession. This is successful, accomplished, professional, and effective practice.  
36 Teaching at this level utilizes a broad repertoire of strategies and activities to support student  
37 learning. At this level, teaching is strengthened and expanded through purposeful, collaborative  
38 sharing and learning with colleagues as well as ongoing self-reflection and professional  
39 improvement.

40 (4) Distinguished: Professional practice at Level 4 is that of a master professional whose  
41 practices operate at a qualitatively different level from those of other professional peers. To  
42 achieve this rating, a teacher would need to have received a majority of distinguished ratings on  
43 the criterion scores. A teacher at this level must show evidence of average to high impact on  
44 student growth. Ongoing, reflective teaching is demonstrated through the highest level of  
45 expertise and commitment to all students' learning, challenging professional growth, and  
46 collaborative practice.

1  
2 **Section 3 – State Criteria, Framework, and Scoring**  
3

4 The parties have agreed to the adopted evidence-based instructional framework developed by  
5 Charlotte Danielson and approved by OSPI. The complete instructional framework is found at:  
6 <http://tpep-wa.org/wp-content/uploads/Danielson-Rubrics-by-criteria-ca.pdf>  
7

8 The following criteria will be used to evaluate certificated classroom teachers:

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

20  
21 Student growth data must be a substantial factor in evaluating the summative performance of  
22 certificated classroom teachers for criteria 3, 6, and 8.

23  
24 **Criterion Scores**

25 Each rating will be assigned the following numeric values:

26 Unsatisfactory – 1 Basic – 2 Proficient – 3 Distinguished – 4

27 An employee shall receive one of the four performance ratings for each of the minimum criteria.  
28 Additionally, an employee shall receive one of the four performance ratings for the evaluation as  
29 a whole, which shall be the overall summative score as per WAC 392-191A-080(6).

30 A numerical mean shall be used to calculate the individual criterion rating. When a criterion  
31 rating includes a whole number plus a place value of .49 or below it will be rounded down to the  
32 nearest whole number. When a criterion rating includes a whole number plus a place value of .50  
33 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49  
34 would become a criterion rating of 2 and a rating of 2.50 would become a criterion score of 3.)  
35 However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished  
36 ratings on the criterion scores.

37  
38 **Overall Summative Score**

39 All classroom teachers shall receive a performance rating for each of the eight (8) state  
40 evaluation criteria. The overall summative score shall be determined by totaling the eight (8)  
41 criterion-level scores as follows:

42 8-14 points—Unsatisfactory

43 15-21 points—Basic

44 22-28 points—Proficient

45 29-32 points—Distinguished

1 **Student Growth Criterion Score**

2 Embedded in the instructional framework are five (5) components designated as student growth  
3 components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and  
4 SG 8.1. The evaluator shall add up the raw scores on these components and the employee shall  
5 be given a score of low, average or high based on the following scoring bands:

- 6
- 7 5-12—Low
- 8 13-17—Average
- 9 18-20—High

10

11 Student growth data shall be derived from multiple sources, and must be appropriate and relevant  
12 to the teacher and subject matter. It shall include teacher initiated, formal and/or informal  
13 assessments of student progress. If a teacher receives an overall summative score of 4  
14 (Distinguished) and a Low student growth score as shown above, s/he must automatically be  
15 moved to the Proficient (3) level for the overall summative score.

16

17 Certificated classroom teachers with low student growth rating will engage, with their evaluator,  
18 in a student growth inquiry. Within two months of receiving the low student growth score or at  
19 the beginning of the following school year, the following must be initiated by the evaluator:

20

21 The teacher and the evaluator shall create a plan to address student growth issues that  
22 may include one or more of the following:

- 23
- 24 A. Examine student growth data in conjunction with other evidence including observation,  
25 artifacts and other student and teacher information based on appropriate classroom,  
26 school, school district and state-based tools and practices;
- 27 B. Examine extenuating circumstances which may include one or more of the following:  
28 Goal setting process; content and expectations; student attendance; extent to which  
29 standards, curriculum and assessment are aligned;
- 30 C. Schedule monthly conferences focused on improving student growth to include one or  
31 more of the following topics: Student growth goal revisions, refinement, and progress;  
32 best practices related to instruction areas in need of attention; best practices related to  
33 student growth data collection and interpretation;
- 34 D. Create and implement a professional development plan to address student growth areas.

35

36 **Section 4 - General Evaluation Agreements**

37

38 Employees shall have transparent access to all relevant student achievement data available.

39

40 Notification - With the exception of transfers between evaluation formats (see Section 7,  
41 “Focused Evaluations”) every teacher shall be notified no later than the last working day of  
42 September of his or her evaluator and whether he or she is scheduled to be evaluated using a  
43 Comprehensive or Focused evaluation.

1 Out of Content/Endorsed Areas - No teacher shall be “subject to non-renewal or probation based on  
2 evaluations of their teaching effectiveness in the out-of-endorsement assignments”. However  
3 consideration may be given to teachers’ progress towards endorsement. At the option of the teacher,  
4 in collaboration with the evaluator, teachers may be evaluated as a member of a team when teaching  
5 outside their content or endorsed areas.  
6

7 Security - All aspects of the evaluation procedure, including observations, shall be conducted  
8 openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be  
9 used to listen to, observe, or record the proceedings of any classroom without prior knowledge and  
10 documented consent of the teacher. The District shall make reasonable efforts to ensure  
11 confidentiality and security for all evaluation documents, including electronic documents, consistent  
12 with state public disclosure requirements and guidelines.  
13

## 14 **Section 5 - Professional Development**

15  
16 Prior to their being evaluated under the new evaluation system, the District shall provide teachers  
17 professional development relevant to the framework and evaluation process. Each teacher shall  
18 be provided a copy of the evaluation criteria, procedures, and any relevant forms or information  
19 appropriate to his or her position and track in the evaluation cycle.  
20

21 All classroom teachers, both provisional and continuing, shall be expected to participate in  
22 District–provided evaluation training that occurs during the contracted work day or at other dates  
23 and times, and at rates agreed to by the District and the Association. Such training shall be  
24 designed to provide the staff with the skills necessary to participate in the new evaluation system.  
25

## 26 **Section 6 - Provisional Teachers**

- 27  
28 A. Provisional teachers are those who are within their first three years of employment with  
29 the District, except for those who have at least two years of certificated employment with  
30 another school district in the state of Washington. Those with such experience shall be  
31 provisional only during their first year of employment with the District.  
32
- 33 B. All Provisional teachers are subject to non-renewal of employment contract pursuant to  
34 RCW 28A.405.220.  
35
- 36 C. All Provisional teachers in the third year of provisional status shall be observed at least  
37 three times in the performance of his or her duties and the total observation time for the  
38 school year shall not be less than (90) ninety minutes.  
39
- 40 D. Provisional teachers who are new to the profession and whose performance is determined  
41 to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of  
42 employment in the District may be removed from provisional status by the  
43 Superintendent.  
44  
45  
46

- 1 E. The Principal or his or her designee shall make at least one (1) observation for a total  
2 observation time of at least thirty (30) minutes within the first ninety (90) calendar days  
3 of employment of all teachers in their first year of employment with the District.  
4
- 5 F. The District shall notify the Association President if, a provisional employee is  
6 performing at an unsatisfactory level.  
7
- 8 G. Before non-renewing a provisional teacher, the evaluator shall have made efforts to assist  
9 the teacher in making satisfactory progress toward remediating deficiencies. Such efforts  
10 may include a comprehensive evaluation, reports from the evaluator of progress towards  
11 remediating deficiencies, peer support, classroom visitation, mentoring, and coaching.  
12

## 13 **Section 7 - Procedures for Evaluation**

14  
15 All classroom teachers shall be evaluated each school year by their principal or his or her  
16 designee. The principal or designee is referred to herein as the “evaluator.”  
17

18 If an employee is assigned to two or more schools, the evaluator at the school to which the  
19 employee is assigned the greater part of the time shall be responsible for the employee’s overall  
20 evaluation. If a teacher is assigned to two or more schools for equal amounts of time within the  
21 school day, mutual agreement between the principals, in collaboration with the teacher, will  
22 determine who will be the evaluator of record.  
23

### 24 **Observations**

25 All teachers shall be observed at least twice each school year in the performance of their  
26 assigned duties. Total observation time for each employee for each school year shall not be less  
27 than 60 minutes.  
28

29 **Formal Observations** - Formal observation dates and times will be scheduled and agreed upon  
30 by the teacher and evaluator. Whenever possible, formal observations shall be scheduled with  
31 adequate time in between in order to allow for conferencing and growth.  
32

33 **Informal Observations** are non-scheduled observations during which time evidence is gathered  
34 by an evaluator to inform him or her regarding a teacher’s final evaluation. If there is an area of  
35 concern noted in any such record, written documentation of the observation must be provided to  
36 the teacher for that evidence to be included in the final evaluation. Such documentation will be  
37 provided within three school days of the observation. A teacher may request a post-observation  
38 conference to discuss an informal observation.  
39

40 **Comprehensive Evaluations** - A comprehensive summative evaluation assesses all eight  
41 evaluation criteria and all criteria contribute to the comprehensive summative evaluation  
42 performance rating. All classroom teachers shall receive a comprehensive summative evaluation  
43 at least once every **six** years.  
44  
45  
46  
47  
48

1 The following classroom teachers shall receive an annual comprehensive summative evaluation:

- 2
- 3 1. Classroom teachers who are provisional employees under RCW 28A.405.220;
- 4 2. Any classroom teacher who received a comprehensive summative evaluation
- 5 performance rating of level 1 or level 2 in the previous school year.
- 6

7 **Focused Evaluations** - In the years when a comprehensive summative evaluation is not  
8 required, classroom teachers who received a comprehensive summative evaluation performance  
9 rating of Proficient (level 3) or above in the previous school year are required to complete a  
10 focused evaluation. A focused evaluation includes an assessment of one of the eight criteria  
11 selected for a performance rating plus professional growth activities specifically linked to the  
12 selected criterion. The selected criterion must be approved by the teacher's evaluator and may  
13 have been identified in a previous comprehensive summative evaluation as benefiting from  
14 additional attention. A group of teachers may focus on the same evaluation criterion and share  
15 professional growth activities.

16  
17 Teachers on focused evaluations shall have the option of selecting which one of the eight criteria  
18 will be assessed, plus the professional growth activities linked to that criterion. The role of the  
19 evaluator shall be to either approve the proposed activities or suggest modifications to produce a  
20 jointly agreed upon activity or activities. Employees will complete the TSD Focused Evaluation  
21 Professional Goal Plan (Form I)

22  
23 If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student  
24 growth components in either criterion 3 or 6.

25  
26 If the selected criterion for the focused evaluation has been determined to be non-  
27 observable, a classroom-based observation will not be required. The selected student  
28 growth component will be documented on the student growth goal setting template  
29 (Form G).

30  
31 A teacher may be transferred from a focused evaluation to a comprehensive summative  
32 evaluation at the request of the teacher or at the direction of the teacher's evaluator. Such  
33 change must be initiated prior to December 15 and provided to the employee in writing.

34  
35  
36 Each employee shall have the opportunity for confidential conferences with his or her immediate  
37 supervisor on no fewer than two occasions in each school year. Such confidential conferences  
38 shall be for the purpose of aiding the administrator in his or her assessment of the employee's  
39 professional performance and to provide additional evidence by either the evaluator or teacher to  
40 aid in this assessment against the instructional framework rubrics and/or for the teacher to  
41 provide unobserved evidence of having met certain criteria and goals. The annual evaluation  
42 results will be documented on the summative evaluation form (Form H) with only the selected  
43 criteria being scored.

1 Employees on a Focused Evaluation are encouraged to attempt new skills and improve their  
2 professional practice. A summative score will be determined using the most recent  
3 comprehensive summative evaluation score. This score becomes the focused summative  
4 evaluation score for any of the subsequent years following the comprehensive summative  
5 evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should  
6 a teacher provide evidence of exemplary practice on the chosen focused criterion, a  
7 Distinguished (level 4) score may be awarded by the evaluator.

## 8 **Evaluation Process**

9 The comprehensive evaluation process must occur at least once every four years (three  
10 consecutive years for new or provisional teachers). There are six steps required to complete a  
11 comprehensive evaluation which utilize a collaborative model between teacher and evaluator.  
12 They include 1) the teacher's self-assessment, 2) a goal setting conference between the teacher  
13 and evaluator, 3) a pre-observation conference, 4) observations of the teacher by the evaluator, 5)  
14 a post-observation conference, and 6) the summative evaluation conference.

### 15 16 **Step 1: Self-Assessment**

17  
18 Each teacher shall reflect on his/her practice and complete a self-assessment (Form A). This is a  
19 personal reflection of practice and will serve as a tool for the goal setting conference. The  
20 teacher is not required to share the written results with their evaluator.

### 21 22 **Step 2: Goal Setting Conference**

23  
24 Following the self-assessment, the teacher will meet with his or her evaluator in a goal setting  
25 conference. Each teacher shall combine his or her self-assessment with the district and/or  
26 building initiatives and select one or two components as goal(s) for the year. Additionally, for  
27 components SG 3.1, 6.1 and 8.1 the teacher shall determine a student growth goal. The teacher  
28 shall complete and submit the Student Growth Goal Setting Template (Form G) to the evaluator  
29 prior to a mutually agreed upon goal setting conference date.

### 30 31 **Step 3: Pre-Observation**

- 32  
33 A. For formal observations, the teacher shall complete the Classroom Observation Planning  
34 Conference form (Form B), with a written lesson plan and send it to the evaluator twenty-  
35 four (24) hours prior to a mutually-determined pre-observation conference.
- 36 B. The teacher and evaluator shall conduct the pre-observation conference in order to meet  
37 and discuss the lesson plan and identify any specific areas of focus, establish a date for  
38 the formal observation, and discuss professional activities to be observed, including their  
39 content, objectives, strategies, and possible evidence to meet the scoring criteria. (The  
40 goals may be referenced, if applicable).

### 41 42 43 44 45 46 **Step 4: Observation**

1 The evaluator will conduct the observation of practice as scheduled. The evaluator will take  
2 notes throughout the observation and share those with the teacher within three (3) working days  
3 of the observation. Upon receipt the teacher may provide additional information for this  
4 document.

5  
6 **Step 5: Post-Observation Conference**  
7

8 Following the observation and the receipt of the evaluator’s notes, the teacher will reflect on the  
9 lesson and complete a self-reflection using the Classroom Observation – Post Observation  
10 Reflection (Form D) and complete a self-reflection using the Danielson Framework (Form E).  
11 At the discretion of the teacher this self-reflection (Form D) may be submitted to the evaluator  
12 within three (3) school days. When required, Form E will be submitted to the evaluator, within  
13 three (3) school days.

14  
15 The teacher and evaluator shall schedule to meet for the post-observation conference within three  
16 school days of the evaluator’s receipt of Form E.

17  
18 The post-observation conference includes a review of the teacher’s self-assessment and the  
19 evaluator’s evidence. Both the teacher and the evaluator may contribute evidence to the overall  
20 assessment of professional performance during the conference as such conference is intended to  
21 be a dialogue between the teacher and evaluator. At the end of the post-observation conference  
22 the teacher and evaluator will agree on next steps and sign documentation that the conference has  
23 occurred.

24  
25 **Step 6: Summative Assessment**  
26

27 No later than May 15<sup>th</sup>, the teacher and evaluator shall meet to discuss the teacher’s final  
28 summative score. This conference will include a review of the evidence gathered including  
29 formal and informal observations, artifacts with teacher reflection coversheet (Form F), student  
30 growth data (Form G), professional contributions, impacts on learning, and other ancillary  
31 evidence. Multiple measures of student growth must be used in the evaluation process and such  
32 measure may include classroom-based, school-based, District-based and state-based tools. The  
33 final summative score will be based on the alignment of evidence gathered based on the  
34 Danielson and State Student Growth rubrics. The final summative score and recommendation  
35 will be recorded on the Summative Evaluation Form (Form H). The teacher will sign two (2)  
36 copies of Form H to indicate receipt. The signature of the teacher does not imply that the  
37 employee agrees with its contents, only that he or she has read it. The teacher may attach any  
38 written comments or rebuttal to the final annual evaluation report any time.

- 39  
40 A. If the evaluator assigns the teacher an overall final summative rating below Proficient, the  
41 evaluator will use the evidence as provided by the teacher as an explanation for the  
42 Unsatisfactory or Basic rating. When appropriate, a lack of evidence as required in the  
43 rubrics may also be used in such an explanation.  
44  
45  
46  
47

- 1 B. In the case of a “basic” or “unsatisfactory” rating, the teacher and evaluator shall meet  
2 prior to the end of the school year or at the beginning of the following school year to  
3 determine what support would best serve the teacher.  
4
- 5 C. If a teacher disagrees with the evaluator’s overall summative performance rating, the  
6 evaluator’s rating shall be recorded and the teacher may follow the due-process steps  
7 already set forth in the contract.  
8
- 9 D. All continuing contract employees receiving an annual, final summative performance  
10 rating below level 3, Proficient, shall be given additional support by the District. Such  
11 support may include, but not be limited to paid in-service training, release time to observe  
12 colleagues, assignment of a coach/mentor; additional, focused professional development  
13 resources, professional growth opportunities, and guided growth plans, etc.  
14 E. Any teacher whose performance has been judged unsatisfactory on the *Summative*  
15 *Evaluation of Practice* document (Form F) may be placed on a program for improvement  
16 any time after October 15.  
17

### 18 **Section 8 - Probation (Non-Provisional Employees)**

19

20 No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has  
21 not received training in the new (ESSB 5895) evaluation system with an emphasis on developing  
22 inter-rater reliability.  
23

24 Teachers shall have the right to Association representation at all probationary meetings.  
25

26 The purpose of the probationary period is to give the teacher an opportunity to demonstrate  
27 improvements in discrete areas according to the criteria included in the evaluation instrument  
28 (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established.  
29 Additional days may be added if deemed necessary to complete a program of improvement and  
30 to evaluate the probationer’s performance, as long as the probationary period is concluded before  
31 May 15<sup>th</sup> of the same school year.  
32

33 The probationary period may be extended into the following school year if the probationer has  
34 five or more years of teaching experience and has a comprehensive summative evaluation  
35 performance rating as of May 15<sup>th</sup> of Level 2 (Basic) or less.  
36

37 The Superintendent shall place on probation any employee whose performance has been judged  
38 unsatisfactory based on the evaluation criteria, no later than February 1<sup>st</sup> of any school year.  
39

40 Before placing a teacher on probation, the following shall occur:  
41

- 42 1. The evaluator shall meet with the employee in an attempt to resolve matters relating to  
43 performance, before probation is recommended. This conference shall be held no later  
44 than January 20th.  
45

- 1 2. If an employee is being considered for probation, the recommendation to the  
2 Superintendent for probation must be made on or before January 30th. The evaluator  
3 must make a written recommendation of same to the Superintendent. A copy of the  
4 recommendation for probation must be sent to the employee.  
5
- 6 3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for  
7 probation. If the Superintendent or his/her designee determines that there is an  
8 alternative to probation he/she may continue to work with the parties involved.  
9
- 10 4. If it is determined by the Superintendent that probation is warranted, then the  
11 Superintendent shall notify the employee in writing and such notice shall include the  
12 following provisions:  
13
  - 14 a. A definition of the problem in terms of deficiencies in discrete areas based upon  
15 the evaluative criteria.
  - 16 b. Expectations delineating levels of performance that would constitute acceptable  
17 performance in the problem areas defined. Once the areas of deficiency and the  
18 criteria for improvement have been determined, they shall not be changed.
  - 19 c. A specific and reasonable plan of improvement that spells out a course of action  
20 and time expectations for the employee involved to reach an acceptable level of  
21 performance in discrete areas in which the employee may need improvement,  
22 according to the criteria included on the evaluation instrument; and
  - 23 d. A specific prescription for assistance that spells out courses of action whereby the  
24 employee shall be assisted, counseled, and tutored to improve the level of  
25 performance to an acceptable level. Such prescription shall include a system for  
26 periodic feedback during the probationary period, supports provided and funded  
27 by the District, and the dates those supports will be in place.
  - 28 e. At the request of the probationary employee, a reasonable amount of release time  
29 shall be granted in order to comply with requirements of the plan of improvement  
30 that are beyond the usual and customary requirements of the job.  
31
- 32 5. At this time the evaluator shall meet with the employee and, at his or her discretion, a  
33 representative of the Association, to go over the plan of improvement, both for  
34 understanding and to collaborate in making any changes that the parties might deem  
35 prudent.
- 36 6. During the probationary period, the evaluator shall meet with the staff member at least  
37 twice monthly to supervise and provide a written evaluation of the staff member's  
38 performance.  
39  
40  
41  
42  
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- 1 7. The probationer may request, and the evaluator may authorize and assign, one (1)  
2 additional certificated administrator to evaluate the probationer. This administrator may  
3 be another certificated administrator from within the District or from outside the District  
4 who is trained in the Danielson framework. This request must be in writing and must be  
5 presented to the evaluator within three (3) school days of the receipt of the probationary  
6 placement notice. The evaluator shall have three (3) school days to respond in writing.  
7
- 8 8. **ESD Evaluator** - If such request is not granted, at the request of the probationary  
9 employee an educational service district (ESD) evaluator shall be assigned by the ESD to  
10 evaluate him or her. This request must be in writing and must be presented to the  
11 evaluator and/or the Executive Director of Human Resources within three (3) school days  
12 of the denial of the request. The District shall have three (3) school days to respond to  
13 this request in writing.  
14

15 Using the plan of improvement mutually agreed to by the District and the Association,  
16 the ESD evaluator or additional evaluator shall provide input to the probationer's  
17 evaluation process and assist him or her in improving his or her areas of deficiency. In  
18 addition, the evaluator will provide a written report of the evidence gathered during the  
19 probationary period to the original evaluator. Such evidence shall include the results of  
20 multiple classroom observations and any other evidence of performance related to the  
21 plan of improvement. The probationary employee shall have access to this report.  
22

23 During this time the employee will not be transferred from the supervision of the original  
24 evaluator. The ESD evaluator, or additional evaluator, shall be immune from any civil  
25 liability that might otherwise be incurred or imposed with regard to the good faith  
26 performance of such evaluation.  
27

- 28 9. If a procedural error occurs in the implementation of a program for improvement, the  
29 error does not invalidate the probationer's plan for improvement or evaluation activities  
30 unless the error materially affects the effectiveness of the plan or the ability to evaluate  
31 the probationer's performance.  
32
- 33 10. A teacher who is on a plan of improvement must be removed from probation if he or she  
34 has demonstrated improvement in the areas described as deficient. The teacher must also  
35 be removed if he or she has demonstrated improvement that results in a new  
36 comprehensive summative evaluation performance rating of level 2 or above for a  
37 provisional employee or a continuing contract employee with five or fewer years of  
38 experience, or of level 3 or above for a continuing contract employee with more than five  
39 years of experience.  
40
- 41 11. Lack of necessary improvement during the established probationary period, as  
42 specifically documented in writing with notification to the probationer, shall constitute  
43 grounds for a finding of probable cause for non-renewal of contract or discharge.  
44  
45  
46  
47  
48

1 12. Immediately following the completion of a probationary period that does not produce  
2 performance changes detailed in the initial notice of deficiencies and program for  
3 improvement, the teacher may be removed from his or her assignment and placed into an  
4 alternative assignment for the remainder of the school year. This reassignment may not  
5 displace another employee nor may it adversely affect the probationary teacher's  
6 compensation or benefits for the remainder of that teacher's contract year. If the District  
7 determines such reassignment is not possible, the district may, at its option, place the  
8 teacher on paid leave for the balance of his or her contract term.  
9

10 **Non-renewal, Adverse Action, and Discharge**

11 In the event that there is determined to be probable cause to non-renew, adversely affect, or  
12 discharge a teacher, the teacher shall receive written notice and the District will follow the  
13 procedures specified in Washington Revised Code 28A.400 et. seq.  
14

15 **Section 9 - Evaluation Results**

16  
17 Only the final summative evaluation document, along with any comments submitted by the  
18 teacher, shall be kept in the personnel files. All other evaluation documents shall, be returned to  
19 the teacher and will not be used for future evaluations.

20 Evaluation results shall be used to recognize and encourage excellence in teaching, document  
21 levels of performance, and identify areas needing improvement.  
22

23 Evaluation results shall not be:

- 24 • Shared or published with any teacher-identifying information unless as a requirement of  
25 statute.
- 26 • Shared or published without prior notification to the teacher and Association.
- 27 • Used to determine any type of base or additional compensation.  
28

29  
30 Evaluations are based on individual teacher performance relative to the Danielson framework.  
31 There shall be no District or building quotas or caps for performance ratings.  
32

33 **Section 10 – Building/District Evaluation Meetings**

34  
35 Teachers who are participating in the new evaluation system will be invited to take part in  
36 activities in order to obtain their candid feedback regarding implementation of the new  
37 evaluation system.  
38

39 **Section 11 - Recordkeeping**

40  
41 The District shall not limit teacher access to eVal (or other electronic evaluation systems)  
42 accounts nor require teachers to share personal assessment information utilized within the  
43 eVal/other systems. Evaluators shall notify teachers of any evidence submitted about them  
44 within three (3) days of submission. The use of eVal is optional for both the teacher and the  
45 evaluator and all data entered into eVal shall be treated as confidential information.  
46  
47

1 **Section 12 - Legislative Impacts**

2  
3 This Article of the Agreement shall be reopened at the request of either party for the purpose of  
4 negotiating legislative impacts on the Collective Bargaining Agreement.

5  
6 During the life of the Agreement, at the request of either party, Article 32A will be reopened for  
7 negotiations between the parties.  
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1 **ARTICLE 33 -- SEPARATIONS AND RESIGNATIONS**

2  
3 **A. Employee Obligations.**

4 Each employee is expected to fulfill the terms of employment. If termination of services  
5 is at the end of the school year, the employee is requested to give notice by March 15.  
6 Employees should not expect to be released from their contracts after July 1. Except in  
7 emergency circumstances requiring termination of the contract, notice should be given at  
8 the earliest possible date.  
9

10 **B. Administrative Obligations.**

11 An exit interview, whenever possible, is to be held by the principal or the Superintendent  
12 or Superintendent's designee with the employee who is terminating employment. A  
13 reference will be sent to the employee's employment agency to become a part of the  
14 permanent placement file if requested. The Superintendent or Superintendent's designee  
15 shall assist the employee who is terminating services in securing information relative to  
16 available benefits.  
17  
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1 **ARTICLE 34 - GRIEVANCE PROCEDURE**

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3 **A. Definitions.**

- 4
- 5 1. A "grievant" shall mean a teacher or group of teachers or the Association filing a  
6 grievance.  
7
- 8 2. A "grievance" shall mean a claim by a grievant that a dispute or disagreement of  
9 any kind exists involving interpretation or application of the terms of this  
10 Agreement or of an existing Board rule, policy or practice, or that an employee  
11 has been treated inequitably, or that there exists a condition which jeopardizes  
12 employee health or safety.  
13
- 14 3. A "party of interest" is the person or persons making the claim and any person  
15 who might be required to take action or against whom action might be taken in  
16 order to resolve the claim.  
17
- 18 4. "Work-days" shall mean teacher employment days, except as otherwise indicated.  
19 If the stipulated time limits are not met, the grievant shall have the right to appeal  
20 the grievance to the next level of procedure.  
21
- 22 5. Failure to appeal the grievance to the next step within the timelines herein stated  
23 shall cause the grievance to be waived.  
24

25 **B. Association Rights.**

- 26
- 27 1. The Board shall recognize a Professional Rights and Responsibilities Committee  
28 upon its selection by the Association. At least one (1) Association representative  
29 shall be present for any meetings, hearings, appeals, or other proceedings relating  
30 to a grievance which has been formally presented.  
31
- 32 2. If, in the judgment of the Association, a grievance affects a group of teachers or  
33 the Association, the Association may initiate and submit such grievance in writing  
34 to the Superintendent directly, and the processing of such grievance shall be  
35 commenced at Step 2. The Association may process such grievance through all  
36 levels of the procedure, even though there is no individual aggrieved person who  
37 wishes to do so. Class grievances involving the administrator above the building  
38 level may be filed by the Association at Step 2.  
39
- 40 3. In matters dealing with alleged violations of Association rights, the grievance  
41 shall be initiated at Step 2.  
42
- 43 4. The Association on its own may continue and submit to arbitration any grievances  
44 filed and later dropped by a grievant, provided that the grievance involves the  
45 application of interpretation of the Agreement.  
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1 C. **Individual Rights.**

- 2
- 3 1. Nothing contained herein shall be construed as limiting the right of any teacher
- 4 having a complaint to discuss the matter via administrative channels and to have
- 5 the problem adjusted without the intervention of the Association, as long as the
- 6 Association is in attendance at these discussions and is notified in writing as to the
- 7 disposition of the matter and such disposition in not inconsistent with the terms of
- 8 this Agreement.
- 9
- 10 2. A grievant may be represented at all stages of the grievance procedure by
- 11 him/herself, or at his/her option, by an Association representative selected by the
- 12 Association. If an aggrieved party is not represented by the Association, the
- 13 Association shall have the right to be present and to state its views at all stages of
- 14 the grievance procedure.
- 15

16 D. **Grievance Steps.**

17

18 **Step 1: Immediate Supervisor.**

19 The parties in interest acknowledge that it is usually most desirable for an employee and

20 his/her immediately involved supervisor to resolve problems through free and informal

21 communications. Within twenty (20) work-days of knowledge of the act or condition

22 which is the basis of the grievance, the grievant may present the grievance in writing to

23 the immediately involved supervisor who will arrange for a meeting to take place within

24 four (4) work-days after receipt of the grievance. The grievant and/or the Association

25 and the supervisor shall be present for the meeting. The supervisor shall provide the

26 grievant and the Association with a written answer to the grievance within two (2) work-

27 days after the meeting. Such answer shall include the reasons upon which the decision

28 was based.

29

30 **Step 2: Superintendent.**

31 If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no

32 decision has been rendered within six (6) work-days after presentation of the grievance,

33 the grievance may be referred within five (5) work-days to the Superintendent or his/her

34 official designee. The Superintendent or his/her official designee shall arrange for a

35 hearing with the grievant and/or Association, to take place within five (5) work-days of

36 his/her receipt of the appeal. The parties in interest shall have the right to include in the

37 representation such witnesses and counselors as they deem necessary to develop facts

38 pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or his/her

39 official designee will have four (4) work-days to provide a written decision, together with

40 the reasons for the decision to the Association.

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1           **Step 3: Board of Directors.**

2           If the grievant is not satisfied with the disposition of his/her grievance at Step 2, or in the  
3           event that no decision has been rendered within five (5) work-days after presentation of  
4           the grievance, the grievant may request, through the Superintendent, that the grievance be  
5           heard by the Board of Directors. Such request will be made within five (5) work-days  
6           after receipt of the Superintendent/designee's decision.  
7

8           The Board of Directors shall, within fifteen (15) work-days of the receipt of the request,  
9           meet with the grievant(s) in closed session to hear the history and substance of the  
10          grievance. At this hearing the grievant may present such information to the Board as it  
11          deems necessary to properly state the grievance.  
12

13          Not later than five (5) work-days after this hearing, the Board of Directors shall  
14          communicate in writing its decision to the grievant(s).  
15

16          **Step 4: Binding Arbitration.**

- 17
- 18          1.       If the grievant is not satisfied with the disposition of the grievance at Step 3, or if  
19               no decision has been rendered within five (5) work-days after the meeting with  
20               the Board, the grievant may request the Association move the grievance to  
21               arbitration if the grievance involves the interpretation, meaning or application of  
22               any of the provisions of the Agreement. Such request will be made within five (5)  
23               work-days after receipt of the Board of Directors' decision. The Association shall  
24               give written notice to the Board of its desire to submit the grievance to binding  
25               arbitration. Such notice must be made within twenty (20) work-days of the  
26               grievant's receipt of the Board's decision. If any question arises as to arbitrability,  
27               such question will first be ruled upon by the arbitrator selected to hear the dispute.  
28
  - 29          2.       Within ten (10) work-days after such written notice of submission to arbitration,  
30               the Board and the Association will attempt to agree upon a mutually acceptable  
31               arbitrator and to obtain a commitment from such arbitrator to serve. If the parties  
32               are unable to agree upon an arbitrator or to obtain such a commitment within the  
33               ten (10) work-day period, a request for a list of arbitrators may be made to the  
34               American Arbitration Association (AAA) or the Federal Mediation and  
35               Conciliation Service (FMCS) by either party.  
36
  - 37          3.       Neither party shall be permitted to assert in the arbitration proceedings any evidence  
38               which was not submitted to the other party before the completion of Step 3 at meetings.  
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1 4. The arbitrator selected will confer with the representatives of the Board and the  
2 Association and hold hearings promptly and will issue his/her decision not later  
3 than twenty (20) work-days from the date of the close of the hearings, or if oral  
4 hearings have been waived, then from the date the final statements and proofs are  
5 submitted to him/her. The arbitrator's decision will be in writing and will set forth  
6 his/her findings of fact, reasoning, and conclusions on the issues submitted. The  
7 arbitrator will be without power of authority to make any decision which requires  
8 the commission of an act prohibited by law or which is violative of the terms of  
9 this Agreement. The decision of the arbitrator will be submitted to the Board and  
10 the Association and will be final and binding.

11  
12 5. The costs for the services of the arbitrator, including per diem expenses, if any,  
13 and his/her travel and subsistence expenses and the cost of any hearing room, will  
14 be borne equally by the Board and the Association. All other costs will be borne  
15 by the party incurring them.

16  
17 E. **Jurisdiction of the Arbitrator.**

18 The arbitrator shall have no power to alter, add to or subtract from the terms of this  
19 Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area  
20 of the Agreement as cited on the grievance form. Upon the request of either party, the  
21 merits of a grievance and the substantive arbitrability of issues arising in connection with  
22 a grievance may be consolidated for hearing before an arbitrator.

23  
24 F. **Exceptions to Time Limits.**

25 When a grievance is submitted on or after June 1, time limits shall consist of all week  
26 days, so that the matter may be resolved before the close of the school term or as soon as  
27 possible thereafter. Deadlines that extend into summer break may be extended by either  
28 party to a mutually agreeable date.

29  
30 G. The substance of an evaluation report is not grievable; non-renewal and dismissal of  
31 employees and matters relating to evaluation and placement of employees on probation  
32 and reduction in force shall be grievable only through Step 3 of the grievance procedure.  
33 Following Step 3, such matters shall be governed and controlled by appropriate statute.

34  
35 H. **No Reprisals.**

36 No reprisals of any kind will be taken by the Board or the school administration against  
37 any teacher because of participation in this grievance procedure.

1 **ARTICLE 35 – TIME RESOURCES**

2  
3 **In addition** to the 180 day student calendar, all days shall be paid at the current per diem rate.

4  
5 A. **TRI** (“time, responsibility, and incentive”) Days. TRI Days are incorporated in this  
6 Agreement according to the provisions of RCW 28A.400.200 (4) and must meet the  
7 requirements for “enrichment”.

8  
9 B. **DISTRICT-Directed Supplemental Days**

10  
11 1. DISTRICT-Directed Supplemental Days -- Number of Days.

12 There will be four and one half (4.5) optional days in this category. Part-time employees  
13 participating for the full day shall be compensated at their per diem rate for a full day.  
14 Part-time employees participating for less than the full day shall be compensated on a  
15 pro-rated basis. **Funding** from the State for Professional Learning will be used by the  
16 District to fund these days.

17  
18 2. DISTRICT-Directed Supplemental Days -- Allowable Activities.

19 Allowable activities for DISTRICT-Directed TRI Days shall include those activities  
20 determined by the District.

21  
22 3. DISTRICT-Directed Supplemental Days -- Selection of Activities.

23 The utilization of the DISTRICT-Directed TRI Day shall be for the purpose of improving  
24 teaching and learning.

25  
26 4. DISTRICT-Directed Supplemental Days -- Payment

27 Payment for District-Directed days will be via timesheet and verified by building  
28 sign-in sheets. All certificated staff are encouraged to attend these optional days.  
29 These days will be used as follows:

- 30 a. One and one half days prior to the start of the school year for professional  
31 development known as “Tumwater U”.
- 32 b. Three days will be building directed and may be used in hourly segments  
33 for a variety of activities, including but not limited to Open House,  
34 Building Retreats, extending faculty meetings, etc.

35  
36 C. **Supplemental Enrichment Days**

37 There will be one and one half (1.5) optional days in this category. Part-time employees  
38 participating for the full day shall be compensated at their per diem rate for a full day. Part-  
39 time employees participating for less than the full day shall be compensated on a pro-rated  
40 basis

- 41  
42 1. One day will be provided for teachers to prepare their classroom outside the  
43 regular workday. This day will be paid at the employee’s per diem rate via  
44 timesheet.

- 1 2. One half day shall be teacher directed and paid on a supplemental timesheet. Possible  
2 activities could include, but are not limited to:  
3  
4 a. Supporting student activities and/or community events  
5 b. Providing individual help to students  
6 c. Planning, organizing, or help at enrichment activities outside the regular day  
7 d. Mentoring or peer coaching another employee outside any district mentor program  
8 e. Other activities that qualify as enrichment  
9

10 **D. Early Release Days.**

- 11  
12 1. The District calendar will include three (3) Early Release Days. One of the early  
13 release days will be used for district in-service. The other two days will be used  
14 according to the site plan at each site. Three contractual half-days will be  
15 converted to a series of early releases. This will include an early release of 75  
16 minutes of Friday of the regular school day as defined in Article 21 B. Early  
17 release activities will begin 15 minutes after student dismissal. In addition,  
18 certificated staff are expected to extend the early release activities for 15 minutes  
19 beyond the regular instructional day as defined in Article 21 B. These activities  
20 will primarily include team collaboration and in-service activities.  
21  
22 2. Prior to the adoption of each of the District calendars for the school years covered  
23 by this Agreement, including the school year immediately following the  
24 expiration of this Agreement, the Article 2 Group will discuss any modifications  
25 to Early Release Days that might impact those calendars, including the actual  
26 dates of any such Early Release Days. If no modifications are agreed upon, the  
27 District's calendars covered by this Agreement will continue to include three (3)  
28 Early Release Days.  
29

30  
31 **E. ACT Day Participation--Part-time Employees**

32  
33 Part time employees who participate in ACT day activities outside of their regularly  
34 scheduled day shall be compensated for ACT time at their per diem rate.  
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1 **ARTICLE 36 – CAREER ENHANCEMENT**

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3 **A. Credit Reimbursement.**

- 4  
5 1. A pool of funds shall be created each year of this Agreement to provide career  
6 enhancement/in-service opportunities for bargaining unit members. This pool  
7 shall consist of \$50,000 annually.  
8  
9 2. Applications for credit/clock hour reimbursement are due in the Human  
10 Resources Office by September 30 of each year. Reimbursement is for courses  
11 ending in the immediately preceding school year (September 1 to August 31).  
12 Payment will be made in December. A receipt and copy of the grade/transcript  
13 must be attached to the back of the application.  
14  
15 3. The annual pool shall be fully allocated on a per credit basis not to exceed the  
16 employee’s expenditures.  
17

18 **B. Re-Training Reimbursement.**

19  
20 Employees who are identified by the District to need re-training for new/different work  
21 areas within the bargaining unit will be reimbursed for 100% of the District-approved re-  
22 training costs. Retraining Reimbursement will not be included in the pool amount  
23 defined in Part A.  
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1 **ARTICLE 37 -- CLASS SIZE AND STAFFING LEVEL ISSUES**

2  
3 A. The Association and the District recognize the importance of manageable class sizes at  
4 all levels, particularly in light of the increasing needs of all students in our classrooms.  
5 Satisfactorily addressing class size and high-impact issues is one of our highest priorities.  
6 The Association and the District recognize their shared responsibility and commitment to  
7 educate all students, including students from a broad range of economic backgrounds and  
8 circumstances, including students with diverse racial, ethnic, or cultural backgrounds;  
9 **LGBTQ + students**; students with disabilities; students with limited English proficiency;  
10 migrant children; "at-risk" youth; and academically, athletically, and **artistically** talented  
11 students.

12  
13 B. **Joint District-Association Process for Addressing Class Size and Staffing-Level Issues.**

- 14  
15 1. The Association and the District recognize the value of joint discussion of such  
16 staffing-related issues as student enrollment, staffing FTE's class sizes, class  
17 configurations, high-impact issues, etc. To further this joint discussion, the  
18 Article 2 Group, or an ad hoc staffing advisory committee appointed by the  
19 Article 2 Group, shall address such issues.  
20  
21 2. The purpose of this process shall be to provide a forum for a dialogue, and  
22 opportunity to assist in the development of recommendations, and a locus for  
23 resolution of concerns unresolved at the site level.  
24  
25 3. Nothing in this Agreement shall inhibit or diminish the responsibility and  
26 authority of the District to make staffing decisions in a timely manner consistent  
27 with other contractual provisions, district policies, and/or state or federal statutes  
28 or regulation.  
29  
30 4. The Association and the District agree to explore the following concepts as we  
31 continue to develop strategies to assist us in addressing the twin concerns of high  
32 class sizes compounded by the increasing needs of all students. The two parties  
33 agree to publicize in a timely manner other mutually agreeable concepts and  
34 strategies.  
35  
36 a. Flexible solutions--one solution won't fit all situations;  
37  
38 b. Site based solutions within district-wide parameters and with district support;  
39  
40 c. Teacher options;  
41  
42 d. More effective practices; and  
43  
44 e. Supplemental resources to meet demonstrated needs.  
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- 1           5.       The Article 2 Group, or its ad hoc staffing advisory committee, will meet in the  
2                       spring to discuss student enrollment projections for the following year and  
3                       identify sites where staffing-level adjustments might become necessary. The  
4                       Human Resources Director will consult closely with the Association President or  
5                       her/his designee as decisions are made as how these adjustments can best be  
6                       made. Adjustments could include staff transfers, expansion of the District's  
7                       continuing contract commitments, or hiring leave-replacement employees.  
8

9    **C.       Professional Judgment Resources to Address High-Impact Issues.**

- 10  
11           1.       The Association and the District agree to create a pool of resources to address  
12                       concerns about high-impact issues.

13  
14                       The District shall supply all necessary additional supplies, materials, and  
15                       curriculum to address high impact needs.

16  
17           2.       **Unused Article 37 Funds.**

18                       The Article 2 Group will determine how unused Article 37 funds will be  
19                       distributed after the conclusion of the previous fiscal year. If the Article 2 Group  
20                       cannot agree on alternative disposition of unused Article 37 funds, they will be  
21                       distributed on a per-student basis to sites for site-based priorities.  
22

23           3.       **Professional Judgment Guidelines.**

24                       Through the Article 2 process, the parties adopted a set of guidelines describing  
25                       appropriate (and inappropriate) uses of Professional Judgment Resources. Copies  
26                       of this document (“Professional Judgment Guidelines”) shall be kept by the  
27                       Association and the Human Resources Administrator, and are available upon  
28                       request.  
29

30  
31           4.       **Professional Judgment Resources at the Site Level.**

32                       When an employee, in exercising his/her professional judgment, determines that  
33                       high-impact student issues are negatively impacting the learning process, the  
34                       employee, building administrator, and/or building representative will seek  
35                       creative solutions to those concerns at the site level. Such solutions will meet the  
36                       approval of the classroom teacher and building administrator and building Student  
37                       Support Team (SST) process when appropriate. Each school year, \$39,500 will  
38                       be distributed as follows to address professional judgment concerns about high-  
39                       impact student issues: \$3,900 for each elementary, middle, and high school; and  
40                       \$500 for Secondary Options.  
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3. **Impact Paraprofessional Time – Flexible Options.**  
Impact paraprofessional time will be added within ten (10) working days. A substitute impact paraprofessional may, at the teacher's discretion, be hired immediately to provide assistance until the impact paraprofessional can be hired. The teacher and the impact paraprofessional may also design a schedule of hours satisfactory to both parties other than simply the number of hours triggered each day. The number of hours contained in any modified schedule shall not exceed the overall number of hours triggered each semester unless other resources are made available pursuant to other sections of Article 37.

4. **Alternative Uses of Triggered Resources.**  
If an elementary teacher qualifies for impact paraprofessional time and would like to use those resources in some other manner to address class size issues, he/she may develop a plan with their principal, site team, and/or Association building rep in a manner consistent with their site's, site-based decision making procedures and the CBA. Uses of triggered resources may include, but are not limited to, any of the following:

- a. “impact paraprofessional” time;
- b. certificated substitute time to either “release” the teacher from the classroom or to work in a classroom alongside the teacher;
- c. Overload compensation equal to \$22.00 per student per day in overload
- d.. class field trips, etc.

5. **Multi-Aged, Combined, and Split Classes.**  
In the cases of multi-aged classes, combined classes, and split classes, the district will use the lower class size level to assign impact time.

6 **Partial Day Impact.**  
The parties agree that any elementary classroom teacher who is at impact for a partial day as a result of a “walk-to” program, taking students from a split class, or receiving students for an intervention class may request the use of professional judgment funds.

7 **Specialist Impact**  
Any elementary specialist (music, physical education, library, or writing)-who is at partial day impact as a result of students from a class which is at impact or is a split class shall be entitled to impact time and compensation as described in this article.

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8. **Elementary Class Size Levels.**

[Note: A teacher shall receive triggered resources when her/his class size exceeds the target levels contained in the following chart]

Grade Level	
K	22
1	22
2	23
3	24
4	26
5	27

9. **Elementary Library Resources.**

Based on the student population within each school, each elementary school library will receive the following resources:

525-574 students – 1 hour of additional paraprofessional time per day, in no less than thirty (30) minute increments.

575 students and above – 2 hours of additional paraprofessional time per day, in no less than thirty (30) minute increments.

This additional time shall be used to support the functions of the library and shall include but not be limited to:

- shelving books
- assisting students with library services
- maintaining library service operations during designated times
- general organization based on library needs

10. **Split Classes**

A. All elementary school grade level teachers required to teach a split class shall receive compensation equal to overload of two (2) students. Additionally, in the event a split class reaches impact, the overload payment will be triggered at the lowest grade level of the students in the class. At the discretion of the teacher, use of these resources may include, but are not limited to, any one, or any combination of items “a” through “e” below, OR item “f”.

- a. “impact paraprofessional” time;
- b. certificated substitute time to either release the teacher from the classroom or to work in a classroom at the direction of the teacher;
- c. purchase of classroom materials and supplies;

- d. class field trips or other student activities as determined by the teacher;
- e. compensation at curriculum rate for the teacher’s additional planning time;  
OR
- f. compensation to be paid as a supplemental contract from the Co-Curricular Salary Schedule (see Appendix B-1).

2. Split teaching assignments.

- a. The “Right of first refusal” in accepting or rejecting the assignment shall be based upon seniority within the grade bands affected.
- b. No teacher shall be required to teach a split classroom for two consecutive years.

11. **Additional Impact Relief.**

When a class exceeds the impact level, the affected employee may meet with the administrator(s) to discuss possible alternatives for improving the learning process. This meeting shall occur within five (5) days of the request by the teacher. Any relief shall be mutually agreed upon by the administrator and the teacher, and shall be implemented within ten (10) working days.

E. **SECONDARY CLASS-SIZE AND TOTAL DAILY LOAD TRIGGER LEVELS**

1. **Equitable Class Loads and Electives.**

The two parties recognize that individual and combined student needs can disproportionately impact the learning environment in a classroom. In order to enhance learning opportunities for all students, the parties agree that class loads shall be distributed in an equitable manner that takes high impact factors into account. High impact factors include: total class size and caseload, student attendance, behavior and discipline patterns, teacher experience and expertise, environment and minutes of service considerations, HiCap, ELL, and/or, McKenny Vento enrollment. Concerns about the equitable distribution of students will be discussed initially with the building administrator. The parties will include the program administrator if appropriate. If the concern is not resolved the parties may refer to Article 2.

2. **Impact Paraprofessional Time.**

The District and the Association are committed to work toward total daily loads that do not exceed the levels shown in the chart below. If a total daily load is exceeded after the fifth day of a semester, secondary teachers shall be entitled to five (5) hours of "impact paraprofessional" time per week, unless other creative solutions are developed at the site or through the Article 2 Group or its designee with the approval of the affected teacher.

1           3.       **Impact Paraprofessional Time – Flexible Options.**

2           Impact paraprofessional time will be added within ten (10) working days. A  
3           substitute impact paraprofessional may, at the teacher's discretion, be hired  
4           immediately to provide assistance until the impact paraprofessional can be hired.  
5           The teacher and the impact paraprofessional may also design a schedule of hours  
6           satisfactory to both parties other than simply the number of hours triggered. The  
7           modified schedule shall not exceed the overall number of hours triggered each  
8           semester unless other resources are made available pursuant to other sections of  
9           Article 37.

10          4.       **Alternative Uses of Triggered Resources.**

11          If a secondary teacher qualifies for impact paraprofessional time and would like to  
12          use those resources in some other manner to address class size issues, he/she may  
13          develop a plan with their principal, site team, and/or Association building rep in a  
14          manner consistent with their site's site-based decision making procedures and the  
15          CBA.

16  
17          Uses of triggered resources may include, but are not limited to, any of the following:

- 18               a.       “impact paraprofessional” time;  
19               b.       certificated substitute time to either “release” the teacher from the  
20               classroom or to work in a classroom alongside the teacher;  
21               c.       Overload payment of \$4.00 per student per day  
22               d.       class field trips, etc.

23  
24          5.       **Secondary Class Size and Targeted Average.**

25          The employee workload in secondary classrooms (except band, choir, orchestra,  
26          and PE) shall average no more than 27 students per period, with a class size of 30  
27          for impact. These calculations shall exclude student assistants or peer tutors. If  
28          an individual class exceeds the impact level (30), overload compensation will  
29          apply. If the overall targeted average of 27 is exceeded, overload compensation  
30          will apply. Employees will only receive overload compensation for one of the  
31          two provisions, whichever provides the greater compensation.

32  
33          Employees must complete the monthly impact compensation claim and indicate  
34          which compensation option has been selected.  
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<u>Grade Level</u>	<u>Targeted Average -Impact</u>
Middle School	27 – 30
High School	27 – 30
PE – MS	30 – 34
PE – HS	32 – 36
Performance Music – MS	50 (impact only)
Performance Music – HS	70 (impact only)

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2  
3 6. **Secondary Class Trigger exceptions**

4 Secondary class triggers shall not apply in instances where the teacher and the  
5 administration at a site by mutual agreement have arranged through the Article 2  
6 Group for a waiver to accommodate special variations in the curriculum,  
7 instructional methods, daily schedule, or staff organization. Waivers may be  
8 requested through the Article 2 Group according to the guidelines contained in  
9 Article 1.B.7. Any teacher who requested an exemption from secondary triggers  
10 may withdraw the request for the following school year by June 1. For safety  
11 purposes, no class excepted according to this section shall exceed seventy.  
12

13 7. **Additional Impact Relief**

14 When a class exceeds the impact level, the affected employee may meet with the  
15 administrator(s) to discuss possible alternatives for improving the learning  
16 process. This meeting shall occur within five (5) days of the request by the  
17 teacher. Any relief shall be mutually agreed upon by the administrator and the  
18 teacher, and shall be implemented within ten (10) working days.  
19

20 F.

21 If any teacher initially qualifies for impact assistance and then at a later date within the  
22 semester, the class-size falls to or below the targeted average, these procedures will be  
23 followed:  
24

- 25 1. If an impact paraprofessional is hired, the District has the option to  
26 relocate/reassign the paraprofessional to another needed area within the school or  
27 District.  
28
- 29 2. Any previously purchased materials and supplies will remain with the  
30 classroom/school. Any previously booked field trips, etc. will be honored.  
31
- 32 3. If the plan includes compensation for planning or overload, then the amount will  
33 be prorated to reflect the actual time at impact plus five (5) additional impact days  
34 (not to exceed the total number of days in semester).  
35

1 G. **Middle and Secondary Subject Preparations.**

2 Any employee at the middle school and secondary level (6-12) will not be required to  
3 accept more than three (3) subject preparations. Those employees who accept an  
4 additional subject preparation at the request of an administrator shall be compensated at  
5 the rate of five hundred twenty-five dollars (\$525) per semester for each subject  
6 preparation beyond three (3).  
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1 **ARTICLE 38 -- ASSISTANCE FOR STAFF WORKING WITH SPECIAL NEEDS STUDENTS**

2  
3 **A. Site-Level Special Education Resources.**

- 4  
5 1. Each site is receiving resources (monies, staff, in-service) from special education  
6 sources to assist staff with the implementation of program for special education  
7 students. All Site-Level Special Education Resources designated for  
8 Occupational Therapist (OT), Physical Therapist (PT), and Speech Language  
9 Pathologist (SLP) only students will be maintained separately from the sites  
10 calculations. The building administrator will work collaboratively with the OT's,  
11 PT's, & SLP's for the expenditures necessary to serve the OT, PT and SLP  
12 students of the site where these funds were generated and align with the  
13 guidelines below in 38.A.3. The use of remaining resources will be considered  
14 and accessed by all Special Education team members in the building excluding  
15 OT's, PT's, SLP's & Psychologists as they carry out their duties in that building.  
16 School Psychologist test protocols and other testing materials shall be paid from  
17 the Special Services Department Budget. The allocation of \$100 per special  
18 education student will be made based on the special education students enrolled at  
19 that site based upon the April count of the previous year. In the event there are  
20 additional IEP students added after April, a new count and calculation will be  
21 conducted on October 1<sup>st</sup>.  
22
- 23 2. Each year, the District and the Association will jointly communicate the amount  
24 of resources available per site as of November 1 of that year. The use of these  
25 resources will be determined by the special education staff in collaboration with  
26 the building/site administrator.  
27
- 28 3. Uses of Site-Level Special Education Resources must comply with all applicable  
29 State and Federal laws and District policy. The use of these funds shall include,  
30 but not be limited to, any of the following:
- 31 a. Fund impact time for specific student need that would be unmet otherwise.
  - 32 b. Pay for materials to meet teacher and student needs.
  - 33 c. Release time for special education teachers to monitor their paper flow.
  - 34 d. Release time for special education teachers to transition new students to  
35 their site.
  - 36 e. Fund training to support student needs.
  - 37 f. Half-day substitute as needed for staff planning and GQP or IEP meetings.
  - 38 g. Other ideas as designed by the site to meet student and staff needs.
- 39  
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42

1 B. **Site-Level Special Education Committees.**

2 Each site will develop a process, including a committee composed of special education  
3 and general education employees, to address the challenges faced at their site. Each site  
4 will continue to seek solutions and create options for a continuum of services as deemed  
5 appropriate through its collaborative special education committee. District Special  
6 Services will assist and support sites to provide such a continuum of services. Each site  
7 special education committee will review on an ongoing basis program issues such as, but  
8 not limited to, the following:

- 9 1. flexibility of their site model;
- 10 2. an appropriate continuum of options, which may include, but not be limited to, an  
11 autism program, a behavior disorder program, or a behavior disorder room;
- 12 3. effective collaboration between special education and general education staff; and  
13 4. overall best practices and program effectiveness.  
14

15 C. **Site-Level Collaboration Funds.**

16 Collaboration funds will be allocated to each site from district resources. These funds  
17 shall be used to create collaborative relationships between general and special educators  
18 to enhance programs for Special Education students. Each site shall receive collaboration  
19 funds as follows: \$50,000 annually to be used by the sites (P-12) and distributed on a per  
20 special education student FTE, based upon the April count of the previous year.  
21

22 Possible uses of these funds include, but are not limited to, the following:

- 23 1. Pay for extended meetings outside the contracted day, including GQP (Group of  
24 Qualified Professionals) and IEP (Individual Education Plan) meetings.
- 25 2. Pay for time during the summer for specialists, general educators, and special  
26 education staff to plan programs for special needs students.
- 27 3. Release time as needed for collaboration between special education and general  
28 education employees.
- 29 4. Pay for site-specific training.
- 30 5. Pay for teams of teachers and para-educators to meet to design and implement  
31 plans.
- 32 6. Other options which promote collaboration among staff members.  
33

34 D. **Program Development.**

- 35
- 36 1. Program development, including IEP and GQP processes and procedures, will be  
37 developed at each site in alignment with Board policy, state and federal laws, and  
38 the collective bargaining agreement.  
39  
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42

1 2. Program development shall occur in alignment with the collective bargaining  
2 agreement, including the amount of special education dollars per special  
3 education student going to each building (38.A.); the options available to each site  
4 for resource use (38.A.3.); and the amount of Collaboration Funds at each site and  
5 the possible uses for these resources (38.C.).  
6

7 E. **Placement Considerations.**

8 The Association and the District agree that great care needs to be given to the placement  
9 process when assigning special needs students to classes. Placement decisions by the IEP  
10 process shall consider student needs, teacher and classroom factors, and the resources  
11 available for support of accommodations. Teachers serving students with special needs  
12 or 504 plans will receive necessary support including training, equipment, facilities and  
13 personnel. If a teacher has concerns about the appropriateness of a special education  
14 student's IEP or 504 plan, including the placement and/or level of services being  
15 provided and/or whether the student is benefitting from her/his IEP or 504 plan, the  
16 teacher should bring this concern to the IEP or 504 team. If unresolved, the matter may  
17 be referred to Article 2.  
18

19 F. **Professional Judgment.**

20 Any teacher who determines, in his/her professional judgment, that high-impact student  
21 issues are negatively impacting the learning process, may utilize the process identified in  
22 Article 37, Section C. This provision extends the eligibility for Professional Judgment  
23 resources to special education employees and to general education employees working  
24 with special education students.  
25

26 G. **District-Association Information-Sharing.**

27 The two parties recognize the value of working together to identify our special needs-  
28 related successes and to identify program areas needing improvement. The District will  
29 share with the Association leadership the results of any special education self-studies and  
30 any state-directed monitors that take place during the term of this Agreement. The  
31 District will also brief the Association leadership on any changes in federal and state  
32 special education rules and regulations that take effect during the term of this Agreement.  
33 The District will also share this information with bargaining unit members through site-  
34 based meetings. The Association will also share with the District any information it  
35 gathers regarding special education-related issues.  
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1 H. **Special Education Caseload.**

2 For the purpose of this section, students shall count towards caseloads when the student  
3 becomes active in Skyward.

4 1. **Speech and Language Pathologists.**

5 The maximum caseload for a full time (1.0 FTE) speech and language pathologist  
6 (SLP) will not exceed 50 students per FTE. Each Paraprofessional (6 hr.) that is  
7 assigned to the SLP program shall count as .15 FTE when calculating caseload  
8 (part-time Para hours shall be prorated into the formula).

9 Factors used in determining caseloads include but are not limited to:

- 10 a. the number of sites assigned
- 11 b. students' qualifying disabilities
- 12 c. direct therapy time determined by the IEP
- 13 d. availability and use of Paraprofessionals
- 14 e. the number of assessments and IEPs
- 15 f. assignment to the pre-school assessment team

16 The SLP team will determine sites, program coverage, and the best use of  
17 Paraprofessionals, subject to the approval of the Special Services Director/designee.

18 Caseload reviews may be requested on a semester basis. In the event of inequitable  
19 caseload sizes among therapists, the SLPs shall work together to make adjustments as  
20 necessary.

21 When the number of IEP students exceeds fifty (50) relief will be provided at the rate  
22 of \$800 per semester (prorated to reflect the actual time of the overload) for each SLP  
23 per FTE. Such payment will be made in a lump sum at the first pay period following  
24 the end of the semester.

25  
26 2. **Occupational Therapists and Physical Therapists.**

27 The maximum caseload for a full-time (1.0 FTE) Occupational Therapist or Physical  
28 Therapist (OT/PT) will not exceed 45 students per FTE. Each fulltime COTA (Certified  
29 Occupational Therapist Assistant) that is assigned to the OT program shall count as .5  
30 FTE when calculating caseload (part time COTA hours shall be prorated into the  
31 formula).

32 Factors used in determining caseloads include but are not limited to:

- 33 a. the number of sites assigned (including travel time and set-up/breakdown time)
- 34 b. students' qualifying disabilities
- 35 c. direct therapy time determined by the IEP
- 36 d. availability and use of Paraprofessionals
- 37 e. the number of assessments and Individualized Educational Plans
- 38 f. assignment to the pre-school assessment team

39 The OT/PT team will meet to determine sites, program coverage, and the best use of  
40 Paraprofessionals subject to the approval of the Special Services Director/designee.

1 Caseload reviews may be requested on a semester basis. In the event of  
2 inequitable caseload sizes among therapists, the OTs and PTs shall work together  
3 to make adjustments as necessary.

4 When the District average number of IEP students exceeds forty-five (45) relief  
5 will be provided at the rate of \$800 per semester (prorated to reflect the actual  
6 time of the overload) for each OT and PT per FTE. Such payment will be made in  
7 a lump sum at the first pay period following the end of the semester.

8  
9 3. **Pre-School Program.**

10 Planning time for the Tumwater Pre-school program shall be scheduled Monday  
11 through Friday of each week. Each employee will have a minimum of 200  
12 minutes per week for planning time. Except in mutually agreed upon  
13 circumstances, Program/District Time may be accessed for district program needs  
14 up to twice per week. Additionally, any unused Program/District Time shall be  
15 provided for employee planning time.  
16

17 This time will not be unreasonably interrupted. Reasonable interruption shall  
18 consist of parent, student, staff or evaluation conferences and will be scheduled in  
19 advance when possible.  
20

21 **Total class size shall not exceed fourteen (14) students per session.**  
22

23 Each Pre-School teacher shall receive 6 hours of Paraprofessional time when  
24 students are in attendance.  
25

26 When the number of IEP students assigned sixteen (16) IEP relief will be  
27 provided at the rate of \$8.50 per student per day based on daily enrollment. Such  
28 payment will be made in a lump sum at the first pay period following the end of  
29 the semester.  
30

31 The District will bargain any mandatory subjects related to pre-school program.  
32  
33  
34

35 4. **Resource Room Teachers.**

36 The maximum caseload per site for each Special Education instructor shall be  
37 twenty-six (26) students per full-time certificated teacher. When the number of  
38 students exceeds twenty-six (26), relief shall be provided at the rate of \$8.50 per  
39 student per day based on the monthly count. Such payment will be made in a  
40 lump sum at the first pay period following the end of the semester.

41 Factors used to determine class loads shall include, but are not limited to:

- 42 a. student’s qualifying disabilities
- 43 b. direct therapy/instructional time defined in the IEP
- 44 c. grade levels of students
- 45 d. availability and use of Paraprofessionals

46 Each site’s Special Education team will collaborate to determine program coverage  
47 and the best use of Paraprofessionals.

1           5.       **School Psychologist**

2           The maximum caseload for a full time (1.0 FTE) school psychologist will not  
3           exceed a District average of 1000 FTE students in assigned buildings. Factors  
4           used in determining caseloads include but are not limited to:

- 5  
6           a.       the number of sites assigned.  
7           b.       students' qualifying disabilities.  
8           c.       number of assessments and IEPs.  
9           d.       assignment to the pre-school assessment team.

10  
11           The psychology team will determine sites and program coverage subject to the  
12           approval of the Special Services Director/designee.

13  
14           Caseload reviews may be requested on a semester basis. In the event of  
15           inequitable caseload sizes among school psychologists, the team shall work  
16           together to make adjustments as necessary.

17  
18           6.       **Emotionally/Behavior Disorder**

19           The maximum caseload for each Emotionally/Behaviorally Disordered Special  
20           Education instructor shall be ten (10) students per full-time certificated teacher. Each  
21           special education teacher shall receive a minimum of six (6) hours of Para time.  
22           When the number of students exceeds 10 relief shall be provided at the rate of  
23           \$8.50 per student per day based on the monthly count. Such payment will be  
24           made in a lump sum at the first pay period following the end of the semester.

25           7.       **Lifeskills Self-contained classrooms.**

26           The maximum caseload for each Lifeskills Special Education instructor shall be  
27           ten (10) students per full-time certificated teacher. Each Lifeskills special  
28           education teacher shall receive six (6) hours of Para time. When the number of  
29           students exceeds 10 relief shall be provided at the rate of \$8.50 per student per  
30           day based on the monthly count. Such payment will be made in a lump sum at the  
31           first pay period following the end of the semester.

32           8.       **Functional Academics Program**

33           The functional academics program shall be included in the elementary/secondary  
34           self-contained programs for the purposes of calculating overload.

35  
36           9.       **Multi Age Program**

37           The functional academics program shall be included in the elementary/secondary  
38           self-contained programs for the purposes of calculating overload.

39  
40           10.      **L.I.N.C.S Program (Learning Independence by Networking Community and**  
41           **School)**

42           The maximum caseload for each L.I.N.C.S. Special Education instructor shall be  
43           twelve (12) students per full-time certificated teacher. Each special education teacher  
44           shall receive a minimum of six (6) hours of Para time.

1 When the number of students exceeds twelve (12) relief shall be provided at the  
2 rate of \$8.50 per student per day based on the monthly count. Such payment will  
3 be made in a lump sum at the first pay period following the end of the semester.

4  
5  
6 I. **Paraprofessional Support Option in Self Contained Classrooms.**

7 The parties agree that when a Special Education teacher in a self-contained program  
8 receives a minimum of six (6) hours of paraprofessional support (per Article 38) the  
9 paraprofessional(s) will be scheduled in such a manner to provide a full six (6) hours of  
10 support.  
11

12 J. **Special Education Facilities and Supplies.**

13 The District understands that adequate facilities must be provided in order for the staff to  
14 meet the IEP requirements of their students. Facilities include adequate bathrooms and  
15 toileting/diapering facilities, safe isolation rooms and any other facility or equipment  
16 required by students' IEPs.

17 When staff members believe that inadequate space exists, they will first attempt to find a  
18 solution at the building level. If a solution cannot be determined, the issue will be brought  
19 to Article 2 for discussion and resolution.

20 Each OT, PT, Special Education teacher, SLP, and School Psychologist will be provided  
21 a workspace in each building that will include:

- 22 ▪ An office or work area that can be locked,
- 23 ▪ A telephone,
- 24 ▪ A desk,
- 25 ▪ A computer, network access, printer access, and software upgrades similar  
26 to those available to regular classroom teachers,
- 27 ▪ A locking filing cabinet

28 K. **Special Education Itinerant Schedules.**

29 The District recognizes that staff members are guaranteed planning time and a thirty (30)  
30 minute duty free lunch period. The District and certificated staff members will work  
31 together to create a schedule that provides for adequate transition time between buildings,  
32 a daily planning time, and a regularly scheduled thirty (30) minute duty free lunch.  
33

34 L. **Additional Days for Special Education Classroom Teachers**

35 Ten (10) days per year shall be paid to all special education teachers and school  
36 psychologist. Each day shall be pro-rated by FTE and shall be documented via time-slip  
37 in no less than full day increments. This time shall be payable at per diem rate for time  
38 spent preparing IEPs and caseload management outside of the regular work day and/or  
39 state assessments.  
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1 **ARTICLE 39 -- BUILDING HANDBOOKS**

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The Association, or its designee, will review building or faculty handbooks written for individual buildings in the District before said handbooks take effect.

1 **ARTICLE 40 -- REDUCTION IN FORCE**

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3 In the event that the District projects a revenue loss that could result in a Reduction in Force, it  
4 shall notify the Association prior to April 15. The District shall provide to the Association what  
5 it believes the basis for the projected loss of revenue is to be. The District may consider  
6 reductions in program, services, and personnel, but it will not reduce the workforce, place any  
7 employee on furlough/layoff status or adversely affect any certificated employee in contract  
8 status, on the basis of loss of revenue until the provisions of Part 1 hereunder have been  
9 complied with and unless such furlough/layoff or adverse action is consistent with Part 2  
10 hereunder.

11  
12 The procedure shall apply equally to all certificated employees of the District except the chief  
13 administrative officer (Superintendent) and those employees excluded from the Association  
14 bargaining unit by law, except that the District may choose to put back on the seniority list a  
15 provisional administrator. Any provisional administrator placed on the seniority list shall be  
16 placed there under the following provisions:

- 17  
18 A. Only seniority earned while a teacher in Washington State shall count toward placement.  
19  
20 B. Said placement shall take place before April 15th of any year.  
21  
22 C. In the event other policies, rules or regulations of this District are found to be in conflict  
23 with this procedure, this procedure shall be controlling. This shall not prevent other  
24 bargaining units from bargaining similar procedures, as provided by law, except that in  
25 no way shall any agreement lessen or modify the protections under this section.  
26

27 **Part 1** -- The District shall implement the following procedure:

28  
29 A. **Budget and Budget Information.**

30 Before May 1, the Superintendent shall report to the Board and the Association identical  
31 facts, figures and other material in order to determine the amount of projected revenue for  
32 the coming fiscal period.  
33

34 B. **Additional Revenues.**

35 The Superintendent, with counsel from the Association, shall seek out, contact, apply for  
36 and negotiate for financial assistance from all known reasonable sources, and shall  
37 furnish the Board and Association reports of such efforts.  
38

39 The following provisions shall be considered minimum standards to consider in  
40 establishing the number of certificated positions available to operate the instructional  
41 program:  
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- 1 1. The lowest possible student-teacher ratio will be maintained as a matter of  
2 primary importance to the education of students.
- 3 2. All cash reserves will be planned for use, excepting only those required by law.
- 4 3. When revenues are categorical and depend upon actual expenditures rather than  
5 budgeted amounts, every effort shall be made to maintain these programs to the  
6 limit of the categorical support; i.e., vocational education, special education,  
7 transportation, etc.
- 8 4. Capabilities will be maintained to provide legally required reports and processes,  
9 instructional leadership, as well as to provide for health and safety of students and  
10 staff.

11  
12 Any additional revenue which shall become available to the District at any time during  
13 the ensuing school year shall be used in accordance with the standards contained in this  
14 subsection. Should the use of said revenue allow the District to employ additional  
15 certificated staff, said staff shall be employed from the employment pool established in  
16 Part 2 of this section.

17  
18 **Part 2** -- In the event that after application of Part 1 above, it is determined that the necessity exists to  
19 effect a reduction in staff for the ensuing fiscal year, the following procedures will be utilized.

20 A. **Staffing Requirements.**

21 The number of certificated staff positions available to operate the instructional program  
22 shall be determined by the Board.

23 B. **Qualification for Seniority List.**

24 In order to qualify for ranking, an individual certificated employee must possess such  
25 valid Washington State certificates as may be required by law and/or state regulation and  
26 be eligible for membership in the bargaining unit represented by the Association for the  
27 purpose of bargaining, except where provided by this Article.

28 C. **Longevity Seniority Defined.**

- 29 1. Longevity seniority is defined as the number of years of contracted service one  
30 has accrued according to the Longevity Seniority Baseline (Item C.4.) The  
31 Seniority List shall be based on the expected time accrued by August 31 of each  
32 Contract year.
- 33 2. Contracted service includes the following:
  - 34 a. time worked under a continuing contract, including time spent in  
35 provisional or probationary status
  - 36 b. time worked under a leave-replacement contract
  - 37 c. time spent on paid leave
  - 38 d. time worked as a certificated substitute
- 39 3. Contracted service does not include the following:
  - 40 a. time spent on unpaid leave

1           4.     **Longevity Seniority Baseline.**

2                     The amount of longevity seniority accrued will be determined by the employee's  
3                     years of experience in Washington State as reported on the S-275 report to the  
4                     Office of the Superintendent of Public Instruction (OSPI)  
5

6     D.     **Longevity Seniority Criteria Applied.**

7                     The following criteria shall be applied in the order in which they are listed to the  
8                     employees covered by this Agreement:

- 9             1.     Certificated staff members shall be ranked as to total longevity seniority as a  
10                    certificated employee in Washington State.
- 11            2.     In the event that ties exist after the application of D.1 above, those certificated  
12                    staff members shall be ranked as to total longevity seniority as certificated  
13                    employees in the District.
- 14            3.     In the event that ties still exist after the application of D.2 above, those  
15                    certificated staff members shall be ranked as to total education credits beyond the  
16                    BA as computed by the District in accordance with placement on the salary scale,  
17                    as of October 1, of the then current school year.
- 18            4.     In the event ties continue to exist, the final selection shall be made by a  
19                    disinterested third party.
- 20            5.     The president of the Association for the year during which this procedure shall be  
21                    implemented shall for the purposes of seniority be placed ahead of the most senior  
22                    certificated employee in the District.  
23

24     E.     **Ranking Order (Seniority).**

25                    Every certificated employee shall be listed in conformance with subsection C above. The  
26                    list shall be ordered from the highest rating with respect to the criteria to the lowest.  
27                    Every certificated employee to which this procedure applies shall be provided with a list  
28                    upon which that employee's name appears. In addition, the Association shall be provided  
29                    with a copy of the list which includes the information specified in this subsection.  
30

31     F.     **Appeals.**

32                    Any staff member may, in writing, and within five (5) days of receipt of the list, file with  
33                    the Superintendent or designee his/her objections to the ranking order. The employee  
34                    may request consideration for the modification of the ranking order. Said individual must  
35                    include in his/her request a full statement as to the fact on which the employee contends  
36                    the list should be modified. If the Superintendent or designee rejects the individual's  
37                    request for modification of the list, he/she shall do so in writing, and provide the  
38                    individual and the Association with copies thereof. Any further appeal of placement shall  
39                    be made pursuant to the grievance procedure of this contract.  
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1 G. **Staff Selection.**

2 After subsection A through D of Part 2 have been complied with, the number of  
3 certificated staff required to operate the program as defined under Part 1 above, shall be  
4 selected by the Superintendent or designee in the following manner:

- 5 1. The District shall allow all employees who so choose, upon written application, a  
6 leave of absence for the ensuing school year provided such leave request is  
7 submitted prior to May 1. Further, any certificated employee taking such leave  
8 shall be re-employed at the end of the ensuing school year at the same or  
9 comparable position and/or level with no loss of rights, benefits or seniority.  
10 Should revenue not be available to reemploy said individual at the end of the  
11 ensuing year and implementation of this policy is again necessary, this staff  
12 reduction procedure shall be applied to those individuals previously on leave in  
13 accordance with its application to all other staff members.
- 14 2. Staff selection shall be made from the list in strict descending order from highest  
15 to lowest listing on the basis of criteria listed in subsection B and subsection C  
16 above.
- 17 3. A copy of the proposed list for retention and furlough/layoff shall be delivered to  
18 the Association and original delivered to the Board not later than May 15.
- 19 4. The District shall, when assignments are made outside an employee's major area,  
20 provide such opportunity for retraining, recertification, and/or orientation to the  
21 new duties as may be appropriate and as may be supported within the available  
22 revenues. In any event, the annual evaluations of employees so assigned shall  
23 bear the notation that the assignment upon which they are then being evaluated is  
24 an emergency assignment outside of their major area.  
25

26 H. **Furlough/Layoff Status and/or Adverse Change in Contract Status.**

27 Those individuals not selected for retention shall be recommended for placement on  
28 furlough/layoff status.  
29

30 I. **Recall Procedure.**

- 31 1. All certificated employees who are on furlough/laid off status shall be placed in  
32 an employment pool for recall. Employment pool personnel shall keep the  
33 District Personnel Office advised of their current addresses. Employment pool  
34 personnel shall be given the opportunity to fill open positions for which they are  
35 qualified in subsection A above. If more than one (1) such employee is qualified  
36 for an open position, the criteria set forth in subsection C shall be applied to  
37 determine who shall be offered such position.  
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- 1           2.     Any additional revenue that shall become available to the District at any time  
2           shall be used in a manner consistent with the guidelines and procedures specified  
3           in Part 1, and any resultant certificated employment opportunities shall be filled  
4           by recall of employees covered by this Agreement. When a vacancy occurs for  
5           which any person in the employment pool qualifies, notification from the school  
6           district to such individual will be by certified or registered mail. Such individual  
7           shall have fourteen (14) calendar days from receipt of the letter to accept the  
8           position. If any individual in the employment pool fails to accept a full-time  
9           position for which the employee is eligible or fails to receive the employment  
10          notice because the District was not kept up to date of the individual's address,  
11          pursuant to this procedure, such individual shall be dropped from the recall list.
- 12          3.     At the end of the school year in which any instructional program pursuant to Part 1.C  
13          is to be implemented, the certificated staff members remaining in the employment  
14          pool shall be offered contracts for available certificated positions for which they are  
15          qualified as per Part 2.B. In the event there are not sufficient positions to offer  
16          contracts to all employment pool personnel, the employment pool shall be  
17          reestablished. The District shall exhaust the recall pool before it hires any additional  
18          certificated staff for positions covered by this Agreement. The District shall draw its  
19          substitutes from the recall pool to the extent they are available and qualified.

20  
21     **J.     Application to Law.**

22           No provision of this policy shall be construed as an abrogation of the rights of any  
23           certificated employee, pursuant to RCW 28A.405 nor an abrogation of any of the  
24           District's or the Association's responsibilities under state law.  
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1 **ARTICLE 41 -- BUILDING SUPPLY AND EQUIPMENT BUDGETS, ROOM REPAIRS,**  
2 **AND ELEMENTARY ALLOTMENTS**

3  
4 **A. Building Supply and Equipment Budgets.**

5 Employees shall have input into the drawing of the building supply and equipment  
6 budgets and room repair for the following year. Each site may use the following process  
7 or another that is developed by the site team.

- 8 1. In building where department chairpersons function, they shall act as a committee  
9 of the whole and shall perform the following task as part of their regular  
10 department duties. In buildings where there are not department chairpersons,  
11 there shall be established a building budget committee comprised of three (3)  
12 employees elected by the building staff.
- 13 2. Each committee shall survey and consolidate the projected needs for supplies and  
14 equipment not later than March 20.
- 15 3. The committee shall prepare a final proposed supplies and equipment building  
16 budget to be submitted to the site team on or before April 20.
- 17 4. The principal or site team shall then prepare an official building supply and  
18 equipment budget. This budget will be published within twenty (20) workdays  
19 after the District makes its final building allocation.  
20

21 **B. Room Repairs.**

22 All employees shall be given the opportunity to express in writing their needs for room  
23 repairs for the following school year by using district's Custodial/Maintenance/Grounds  
24 Work Request form.  
25

26 **C. Elementary Allotment for Teaching Supplies/Materials.**

27 The District shall provide all necessary curriculum, materials and supplies required to  
28 provide adopted curriculum(s). Each elementary employee covered by this Agreement  
29 shall be reimbursed annually up to two hundred dollars (\$200.00) for teaching  
30 supplies/materials. Part-time instructors shall receive reimbursement prorated to their  
31 FTE level.  
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1 D. **Certificated Moving Fund.**  
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<b><u>BUDGET RESPONSIBILITY</u></b>	<b><u>TYPE OF MOVE</u></b>	<b><u>PAID</u></b>  (Compensation covers taking down materials, packing, unpacking and putting up materials.) Two days of curriculum rate payment.
District— Capital Projects	As needed by Capital Projects— Involuntary move	YES
District— Human Resources	As needed by Human Resources— Involuntary transfer/displaced	YES
Building	As needed by Building— Involuntary move classroom to classroom	YES
No Reimbursement	Teacher’s Choice— Voluntary teacher choice to move	NO

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1 **ARTICLE 42 -- CREDIT FOR CLASSES**

2  
3 **A. Course and/or College Credit Approval.**

4 Application for all courses and/or college credit to be applied to the salary schedule must  
5 have prior approval by the building supervisor and then be forwarded to the District  
6 Office.  
7

8 **B. Credit Criteria for Advancement on Salary Schedule.**

9 College credits of a 400 level or above will be approved for advancement on the salary  
10 schedule. In-service credits, college courses below 400 level and/or those credits earned  
11 at a community college or vocational school after September 1, 1995, must meet at least  
12 one of the following conditions:

- 13 1. It is consistent with a school-based plan for mastery of student learning goals as  
14 referenced in RCW 28A.655.110, the annual school performance report for the  
15 school in which the individual is assigned.
- 16 2. It pertains to the individual's current assignment or expected assignment for the  
17 following school year.
- 18 3. It is necessary for obtaining endorsement as prescribed by the Washington  
19 professional educator standards board.
- 20 4. It is specifically required for obtaining advanced levels of certification.
- 21 5. It is included in a college or university degree program that pertains to the  
22 individuals' current assignment or potential future assignment as a certificated  
23 instructional staff; or
- 24 6. It addresses research-based assessment and instructional strategies for students  
25 with dyslexia, dysgraphia, and language disabilities when addressing learning  
26 goal one under RCW 28A.150.210, as applicable and appropriate for individual  
27 certificated instructional staff.  
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1 **ARTICLE 43 -- CO-CURRICULAR PROGRAM**

2  
3 A. **Philosophy.**

4 The Association and the District share the belief that co-curricular activities play a  
5 valuable role in our students' overall education.  
6

7 B. **Job Descriptions and Compensation Schedules.**

8 The Association and the District agree to jointly establish job descriptions and  
9 compensation schedules for those co-curricular positions jointly determined to lie within  
10 the bargaining unit represented by the Tumwater Education Association.  
11

12 C. **Article 2 Involvement.**

13 The parties agree that any problems or conflicts caused by implementing these  
14 recommended changes in job descriptions and compensation schedules shall be referred  
15 by mutual agreement to the Article 2 Group for problem-solving and possible letter of  
16 agreement.  
17

18 D. **Creating, Terminating, and Evaluating Co-Curricular Positions.**

19 A description of the annual process for creating new co-curricular positions and  
20 terminating current positions, as well as evaluating and renewing or non-renewing co-  
21 curricular position-holders, can be found in Article 6, Sections B, E, and F.  
22

23 E. **Co-Curricular Compensation.**

24  
25 1. **Co-Curricular Compensation Schedule (see Appendix B).**

26 Co-curricular stipends are paid in the same manner as one's salary -- prorated  
27 over the twelve (12) months of the district's fiscal year. The amount of each co-  
28 curricular position's stipend is determined by multiplying its stipend percentage  
29 in the Co-Curricular Compensation Schedule times the Co-Curricular Base  
30 Salary. (Refer to Appendix B-1 for the current co-curricular compensation  
31 schedule.)  
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- 1           2.     **Co-Curricular Base Salary.**  
2           For each year of this Agreement, the Co-Curricular Base Salary will increase by  
3           the same percentage as the Cost-of-Living-Adjustment (COLA) determined that  
4           year by the state. **We agreed to 2.5% for the co-curricular base salary so what**  
5           **do you think of the following:**  
6

7                     **Unless otherwise bargained,** for each year of this Agreement, the Co-Curricular  
8                     Base Salary will increase by the same percentage as the Cost-of-Living-  
9                     Adjustment (COLA) determined that year by the state **ok**

10  
11    F.     **Co-Curricular Job Descriptions.**

12           These job descriptions are maintained in the Co-Curricular Job Description Handbook  
13           maintained in the District Human Resources Office.

14  
15    G.     **Annual Review of Co-Curricular Stipends.**

16           All co-curricular stipends will be reviewed annually.

17  
18    H.     **Elementary Activity Stipends.**

19           For each year of the contract, a certain number of stipends will be available at each  
20           elementary school to pay for time spent on activities outside the regular work assignment.  
21           The site team will decide how to utilize these stipends, including combining or splitting  
22           them in order to meet site needs. Each activity funded by these stipends will be reviewed  
23           annually.

- 24  
25           1.     Six (6) elementary stipends will be available at each elementary school to pay for  
26           time spent on activities outside the regular work assignment.  
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**ARTICLE 44 – DURATION OF AGREEMENT**

This agreement shall be effective from September 1, 2020 through August 31, 2021. The agreement shall be reopened at any time upon mutual agreement of the parties with the exception of the following:

This agreement may be reopened at the request of either party for the purpose of bargaining legislative impacts on the Collective Bargaining Agreement.

The intent of either party to negotiate a successor agreement shall be made known by March 1, 2021 but not later than April 15, 2021

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\_\_\_\_\_  
Tumwater School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tumwater Education Association

\_\_\_\_\_  
Date

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APPENDIX A-1

**SALARY AND INCREMENTS**

Every employee shall be properly placed on the salary schedules.

Experience and educational increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the salary schedule effective September 1 of each year.

If the District is notified of non-compliance in salary or fringe benefits, the parties will meet to negotiate a solution within ten (10) work days of said notice. Bargaining unit employees shall be liable for only the portion of non-compliance that they create as a result of this settlement.

**TUMWATER SCHOOL DISTRICT #33  
621 LINWOOD AVENUE SW  
TUMWATER WA 98512**

**2020-21 CERTIFICATED SALARY SCHEDULE**

**180 DAYS**

	01	02	03	04	05	06	07	08	09
YRS	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 or PHD
0	51,738	53,135	54,583	56,035	60,690	63,688	62,029	66,685	69,688
1	52,434	53,850	55,317	56,832	61,537	64,520	62,719	67,423	70,404
2	53,098	54,528	56,010	57,642	62,332	65,347	63,413	68,104	71,118
3	53,782	55,226	56,724	58,407	63,089	66,175	64,071	68,750	71,838
4	54,452	55,960	57,467	59,208	63,918	67,027	64,761	69,470	72,581
5	55,145	56,660	58,181	60,020	64,712	67,884	65,462	70,156	73,327
6	55,856	57,339	58,912	60,842	65,512	68,701	66,180	70,851	74,037
7	57,108	58,612	60,205	62,241	66,981	70,257	67,527	72,264	75,541
8	58,940	60,525	62,157	64,361	69,164	72,561	69,645	74,449	77,844
9		62,507	64,219	66,503	71,418	74,930	71,785	76,703	80,214
10			66,306	68,755	73,735	77,365	74,039	79,021	82,648
11				71,072	76,162	79,864	76,356	81,448	85,147
12				73,317	78,653	82,465	78,766	83,937	87,751
13					81,206	85,131	81,260	86,490	90,415

<b>14</b>	83,770	87,898	83,827	89,222	93,183
<b>15</b>	85,950	90,185	86,006	91,542	95,041
<b>16</b>	87,668	91,987	87,726	93,372	95,041

**For credits earned after the BA, but before the MA:** Any credits in excess of 45 may be counted after the MA degree.

**\* Credits must have been earned prior to January 1, 1992, to be placed in this column.**

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**COMPENSATION SCHEDULE  
CO-CURRICULAR ASSIGNMENTS  
TUMWATER SCHOOL DISTRICT - BARGAINED TEA SALARIES  
2020-2021  
ACADEMIC SCHEDULE**

<u>ACTIVITY</u>					<b>2020-21 BASE \$42,781 SALARY</b>
	<b>PERCENTAGE</b>				
H.S. Annual		11			4,706
H.S. Band Director		12			5,134
H.S. Choral Director		12			5,134
H.S. Debate		12			5,134
H.S. DECA		6			2,567
H.S. Drama		15			6,417
H.S. FBLA		6			2,567
H.S. Literary Magazine Editor (THS)		4			1,711
H.S. Competitive Marching Band/Marching Band		15			6,114
H.S. Newspaper		12			5,134
H.S. Renaissance Coordinator		11			4,706
H.S. Orchestra		5			2,139
H.S. Pep Band		5			2,139
H.S. Tutor		7			2,995
H.S. TV/Video Productions (BHHS)		8			3,422
H.S. Technology Students of America		6			2,567
H.S. Health Occupations Student Organization		6			2,446
H.S. Family, Career and Community of America		6			2,446
H.S. WA St Family, Career & Community Leaders of America		6			2,567
H.S. Future Farmers of America		6			2,567
H.S. WA Career & Technical Sports Medicine Assn.		6			2,567
M.S. Activities Coordinator Assistant		9			3,850
M.S. Annual/Yearbook		4			1,711
M.S. Technology Students of America		4			1,711
M.S. Band Director		7			2,995
M.S. Choral Director		7			2,995
M.S. Drama		4			1,711
M.S. Ensemble		2			856
M.S. Orchestra Director		5			2,139
Traffic Safety		6			2,567
<b>Experience Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	
Experience	0 - 3			10 +	
Percentage	Base	0.5%	1.0%	1.5%	
2020-21 Experience Increment		\$214	\$428	\$642	

**2020-21  
Base  
\$42,781**

<u>ACTIVITY</u>	<u>YEARS</u>	<u>PERCENTAGE</u>	<u>SALARY</u>
Activities Director	0-2 yrs	30	12,834
	3-4 yrs	32	13,690
	5+ yrs	36	15,401
Athletic Director	0-2 yrs	34	14,546
	3-4 yrs	36	15,401
	5+ yrs	40	17,112
CISPUS Coordinator		6	2,567
CISPUS Teacher-Outdoor Ed		1.6	684
Class Advisor:			
Freshman/Sophomore		4	1,711
Junior		5.3	2,267
Senior		7.1	3,037
Counselors/Psychologists/Ed Specialist		9	3,850
Department Heads:			
	1 - 4		
	Staff	5	2,139
	5 - 8	5.5	2,353
	9 +	6	2,567
High Schools are directed to continue to process department chair expectations			
Elementary Stipends (6 per site)		1.4	\$599
Health Services Coordinator		12	\$5,134
10% for 1-4; 11% for 5-8; 12% for 9+			
Mentor Coordinator - District		12	\$5,134
Mentor Teacher			
Mentee Teacher			
Music Coordinator - District		12	\$5,134
Secondary Prep (Per Semester)			\$525

<u>ACTIVITY</u>	<u>PERCENTAGE</u>	<u>2020-21</u>
Summer School Coordinator-Secondary	14	\$5,989
Summer School Coordinator-Elementary	12	\$5,134
Summer School Instructors-Certificated Positions:		
K-8 Level, 2 weeks, 90 minutes per day		
K-8 Level, 4 weeks, 90 minutes per day		
High School Level, 5 weeks, 150 min. day		
Teacher in Industry (\$100 per day, maximum 5 days)		
TWEC or Secondary Options	35	\$14,973
Head Teacher		

**ADDITIONAL DAYS/TIME:**

Enrichment Instructor	15
Health Services Coordinator	20
School Nurse	10
Couns/Psy/Ed Spec/Social Worker	10
Occupation/Physical Therapist	5
Speech/Lang Pathologist	5
Elementary Media Specialist	5
MS Media Specialist	5
HS Media Specialist	10
Voc Ed/Marketing	10

SLCC (Student Learning Coordination Council) Curriculum rate per hour for time worked outside the contracted day.  
 Representation: one high school, one middle school, two elementary per CAAT Team and one TEA representative.

CAAT (Curriculum Alignment and Assessment Team(s)) Curriculum rate per hour for time worked outside the contracted day.  
 Equal representation from each site.

Elementary Site Support Stipend	9	\$3,668
Elementary Music Specialists shall be paid a \$800 stipend for concert preparations or performances outside of the		



Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

**GRIEVANCE FORM (B)**

DECISION OF PRINCIPAL OR IMMEDIATE SUPERVISOR (Grievance Step 1): This form shall be completed by school principal or immediate supervisor and provided to the grievant and the Association within two (2) work-days after the formal meeting with the grievant.

TYPE OR PRINT:

Date of Formal Meeting Regarding Grievance: \_\_\_\_\_

Grievant: \_\_\_\_\_ Building/Site: \_\_\_\_\_

Involved Principal/Supervisor: \_\_\_\_\_

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

Decision of Principal/Supervisor, and Reasons Therefore (Reasons may be attached in written form in lieu of completing this section) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Principal or Immediate Supervisor: \_\_\_\_\_

Date of Decision: \_\_\_\_\_



GRIEVANT'S RESPONSE (Grievance Step 2): To be completed and transmitted to Principal or Immediate Supervisor, or Superintendent/designee, within five (5) work-days after receipt of decision.

- I accept the above decision.
- I am not satisfied with this decision, and hereby appeal it to the Superintendent/designee.
- I have received no written decision within five (5) work-days of formally presenting my grievance to my immediate supervisor, and hereby refer my grievance to the Superintendent/designee.

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_



**GRIEVANCE FORM (C)**

DECISION OF SUPERINTENDENT/DESIGNEE (Grievance Step 2): This form shall be provided by the Superintendent/designee to the grievant and the Association within four (4) work-days of the grievance hearing by the Superintendent/designee.

TYPE OR PRINT:

Date of Receipt by Superintendent/designee of Appeal or Referral: \_\_\_\_\_

Date of Grievance Hearing by Superintendent/designee: \_\_\_\_\_

Grievant: \_\_\_\_\_ Building/Site: \_\_\_\_\_

Involved Supervisor or Administrator: \_\_\_\_\_

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

Decision of Superintendent/designee, and Reasons Therefore (Reasons may be attached in written form in lieu of completing this section): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent/designee: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

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GRIEVANT'S RESPONSE (Grievance Step 3): To be completed and transmitted to the Superintendent/designee within five (5) work-days after receipt of decision.

- I accept the above decision.
- I am not satisfied with this decision, and hereby request a hearing by the Board of Directors.
- I have received no written decision within five (5) work-days of formally presenting my grievance to the Superintendent/designee, and hereby refer my grievance to the Board of Directors.

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_



**GRIEVANCE FORM (D)**

DECISION OF SCHOOL BOARD OF DIRECTORS (Grievance Step 3): This form shall be provided by the Board of Directors to the grievant and the Association within five (5) work-days after the grievance hearing by the Board of Directors.

TYPE OR PRINT:

Date of Receipt by Superintendent/designee of Hearing Request: \_\_\_\_\_

Date of Grievance Hearing by Board of Directors: \_\_\_\_\_

Grievant: \_\_\_\_\_ Building/Site: \_\_\_\_\_

Involved Supervisor or Administrator: \_\_\_\_\_

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

Decision of Board of Directors, and Reasons Therefore (Reasons may be attached in written form in lieu of completing this section): \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Signature of Chairperson of Board of Directors: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

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GRIEVANT'S RESPONSE (Grievance Step 4): To be completed and transmitted to the Association and the Superintendent/designee within five (5) work-days after receipt of decision.

- I accept the above decision.
- I am not satisfied with this decision, and hereby request that the Association move this grievance to arbitration.
- I have received no written decision within five (5) work-days of formally presenting my grievance to the Board of Directors, and hereby request that the Association move this grievance to arbitration.

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_



**GRIEVANCE FORM (E)**

DETERMINATION REGARDING BINDING ARBITRATION (Grievance Step 4): This form shall be provided by the Association to the Superintendent and Board of Directors within twenty (20) work-days after receipt by the Association of the arbitration request.

TYPE OR PRINT:

Date of Receipt of Arbitration Request: \_\_\_\_\_

Grievant: \_\_\_\_\_ Building/Site: \_\_\_\_\_

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

DETERMINATION BY ASSOCIATION:

- The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.
- The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance therefore is hereby submitted to the Superintendent for arbitration.

Signature of Association President: \_\_\_\_\_

Date of Decision: \_\_\_\_\_

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SELECTION OF THE ARBITRATOR (Grievance Step 4): To be completed by the Superintendent and Association President after receipt by the Superintendent of the arbitration request.

The parties have agreed upon and selected \_\_\_\_\_  
(Name of Arbitrator Selected)  
as the arbitrator to whom the appended grievance is hereby submitted.

Signature of Superintendent: \_\_\_\_\_

Signature of Association President: \_\_\_\_\_

Date of Selection: \_\_\_\_\_





APPENDIX D-1 2020-21 Calendar



**Tumwater School District**  
621 Linwood Ave SW  
Tumwater, WA 98512

# 2020-2021 Calendar

**SEPTEMBER 2020**

September 7.....Labor Day  
September 9.....First Day of School for Students  
September 14.....First day of Kindergarten

**NOVEMBER 2020**

November 2-6.....ELM & MS Conferences  
(1/2 day early release K-8)  
November 11.....Veterans Day (Observed)  
November 25 and 27.....Thanksgiving Break

**DECEMBER 2020/JANUARY 2021**

December 21 through January 1.....Winter Break  
January 18.....Martin Luther King Jr. Day

**FEBRUARY 2021**

February 15-16.....Mid Winter Break

**MARCH 2021/APRIL 2021**

March 29-April 2.....ELM & MS Conferences  
(1/2 day early release K-8)  
March 31- April 2.....HS Sr. Presentations  
(1/2 day early release 9-12)  
April 5-9.....Spring Break

**MAY 2021**

May 28-31.....Memorial Day

**JUNE 2021**

June 21 ...Last Day of School  
(1/2 Day Early Release (Students Only))

All days missed due to weather/emergencies will be made-up on February 16, May 28, and at the end of the school year.  
(180 total student days)

**Quarter End Dates**

First Qtr. November 13 = 47 Days  
Third Qtr. April 16 = 43 Days

**Semester End Dates**

First Semester end February 5 = 93 Days  
Second Semester end June 21 = 87 Days  
Friday ACT = 32 Days

**KEY:**

- = First or Last Student Day of School
- H = Holidays (Non School Day)
- N = Non-School Day
- E = Early Release (half day)
- A = Early Release ACT Days (75 minutes early)
- ⬡ = End of Semester
- Q = End of Quarter
- \* = Weather Make Up Days (if needed)

Approved by TSD School Board: March 12, 2020

September 2020						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	A	12
13	K	15	16	17	A	19
20	21	22	23	24	A	26
27	28	29	30			

Student Days: 16

October 2020						
S	M	T	W	T	F	S
				1	A	3
4	5	6	7	8	A	10
11	12	13	14	15	A	17
18	19	20	21	22	A	24
25	26	27	28	29	A	31

Student Days: 22

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	H	12	Q/A	14
15	16	17	18	19	A	21
22	23	24	N	H	N	28
29	30					

Student Days: 17

December 2020						
S	M	T	W	T	F	S
		1	2	3	A	5
6	7	8	9	10	A	12
13	14	15	16	17	A	19
20	N	N	N	N	H	26
27	N	N	N	N		

Student Days: 14

January 2021						
S	M	T	W	T	F	S
					H	2
3	4	5	6	7	A	9
10	11	12	13	14	A	16
17	H	19	20	21	A	23
24	25	26	27	28	A	30
31						

Student Days: 19

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	A	6
7	8	9	10	11	A	13
14	N	N	17	18	A	20
21	22	23	24	25	A	27
28						

Student Days: 18

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	A	6
7	8	9	10	11	A	13
14	15	16	17	18	A	20
21	22	23	24	25	A	27
28	29	30	31			

Student Days: 23

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	N	N	N	N	N	10
11	12	13	14	15	Q/A	17
18	19	20	21	22	A	24
25	26	27	28	29	A	

Student Days: 17

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	A	8
9	10	11	12	13	A	15
16	17	18	19	20	A	22
23	24	25	26	27	N*	29
30	H					

Student Days: 19

June 2021						
S	M	T	W	T	F	S
		1	2	3	A	5
6	7	8	9	10	A	12
13	14	15	16	17	A	19
20	E	22*	23*	24*	25	26
27	28	29	30			

Student Days: 15

PROFESSIONAL GROWTH OPPORTUNITY  
VERIFICATION FORM

Certificated Staff Member/Teacher: \_\_\_\_\_

Supervisor/Building Principal: \_\_\_\_\_

Building/Site: \_\_\_\_\_

Professional Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Self-evaluation instrument(s) used for this PGO: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of data received: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Goals to be considered for next year: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Verification: \_\_\_\_\_ completed the PGO for \_\_\_\_\_ school year.

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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*DISTRIBUTION: Original to District Office (Attention: Human Resources Office)  
One photocopy provided to Employee  
One photocopy provided to Evaluator*

APPENDIX E-2

PGO Worksheet

**P.G.O. PLANNING WORKSHEET**

NAME: \_\_\_\_\_ PGO YEAR: \_\_\_\_\_

GOAL: \_\_\_\_\_

<u>Indicators of Goal Progress</u>	<u>Teacher Activities</u>	<u>Evaluator Activities</u>	<u>Resources</u>

Signed By Certificated Staff Member

Date

Signed By Evaluator

Date

APPENDIX E-3

**CERTIFICATED EVALUATION -- LONG FORM**

Name: \_\_\_\_\_ Location: \_\_\_\_\_

Assignment: \_\_\_\_\_

This evaluation is based in whole or in part upon observation for the purpose of evaluation which occurred on the following dates: \_\_\_\_\_. Each of the seven (7) criteria is to be considered in context of the indicators. Criteria are to be considered independently.

**CRITERIA**

*(refer to Appendix E-4)*

1. Professional preparation and scholarship: \_\_\_\_\_

\_\_\_\_\_

2. Knowledge of subject matter: \_\_\_\_\_

\_\_\_\_\_

3. Instructional skill: \_\_\_\_\_

\_\_\_\_\_

4. Classroom Management: \_\_\_\_\_

\_\_\_\_\_

5. Handling of student discipline and attendant problems: \_\_\_\_\_

\_\_\_\_\_

6. Interest in teaching pupils: \_\_\_\_\_

\_\_\_\_\_

7. Effort toward improvement when needed: \_\_\_\_\_

\_\_\_\_\_

EVALUATOR’S CHECKLIST:

YES   NO

- 1. The class size is in accordance with this Contract. (Article 34)
- 2. The availability of supplies and equipment are sufficient for the educational program being presented. (Article 37)
- 3. The preparation time for the certificated employee is in accordance with this Contract. (Article 20)
- 4. The administrative support level, when dealing with student disciplinary action, is in accordance with this Contract. (Article 29)

It is my judgment, based upon adopted criteria, that this teacher’s overall performance has been (CHECK ONE)  *Satisfactory*  *Unsatisfactory* during the evaluation period.

The certificated employee’s signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. The evaluatee has the exclusive right of addendum; if such a statement is to be attached, check here .

Other comments:

Date of Evaluation Conference: \_\_\_\_\_

Teacher’s Signature: \_\_\_\_\_

Supervisor’s Signature: \_\_\_\_\_ Position: \_\_\_\_\_

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*DISTRIBUTION: Original to District Office (Attention: Human Resources Office)  
One photocopy provided to Employee  
One photocopy provided to Evaluator*

**MINIMUM CRITERIA FOR THE  
EVALUATION OF CERTIFICATED CLASSROOM TEACHERS**

Below are listed the seven teacher evaluative criteria which school districts will be required to use as a minimum basis for evaluating the performance of their certificated teachers.

Criterion 1. **INSTRUCTIONAL SKILL.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

Possible

Indicators: The evaluation procedure assesses such teacher abilities and practices as:

- 1.1 identifying the learning needs of individual pupils;
- 1.2 establishing learning objectives/outcomes consistent with individual pupil learning needs and with district learning objectives and goals;
- 1.3 planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes;
- 1.4 conducting/implementing the instructional plan/experience;
- 1.5 using the principles of learning to facilitate the learning of objectives;
- 1.6 assessing pupil's learning and achievement of outcomes and using the resultant data in the design of future instructional experiences;
- 1.7 identifying and implementing local school district goals, objectives and policies which affect/influence instructional decisions, curricular outcomes, and school and classroom procedures, etc.

Criterion 2: **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates, in her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Possible

Indicators: The evaluation procedure assesses such teacher abilities and practices as:

- 2.1 selective/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
- 2.2 organizing the physical setting so that it contributes to learning.
- 2.3 identifying and appropriately using instructional resources available throughout the school district and the community.
- 2.4 organizing individual, small group, or large group teaming experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
- 2.5 providing a classroom climate conducive to student learning.

Criterion 3: **PROFESSIONAL PREPARATION AND SCHOLARSHIP.** The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Possible

Indicators: The evaluation procedure assesses the teacher's demonstrated knowledge of and ability to:

- 3.1 use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes designed;
- 3.2 relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences;
- 3.3 specify educational philosophy underlying one's instructional decisions;
- 3.4 implement statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.

Criterion 4: **EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

Possible

Indicators: The evaluation procedure assesses the teacher's commitment to and participation in:

- 4.1 in-service and career development activities sponsored by the district, educational service district, and professional organizations;
- 4.2 continuing education and training initiated and selected by the individual;
- 4.3 follow-through and response to recommendations included in periodic and annual personnel observations.

Criterion 5: **HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Possible

Indicators: The evaluation procedure considers such teacher abilities and practices as:

- 5.1 recognizing conditions which may lead to disciplinary problems;
- 5.2 establishing clear parameters for student "in-classroom" conduct and making known these expectations;
- 5.3 developing appropriate strategies for preventing disciplinary problems;
- 5.4 responding appropriately to disciplinary problems when they do occur;
- 5.5 resolving discipline problems in accordance with law, school board policy and administrative regulations and policies;
- 5.6 assisting students toward self-discipline and acceptable standards of student behavior.

Criterion 6: **INTEREST IN TEACHING PUPILS.** The certificated classroom teacher demonstrates an understanding of a commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

Possible

Indicators: The evaluation procedure assess the extent to which the teacher:

- 6.1 recognizes characteristics of each student;
- 6.2 uses knowledge of individual student(s) to design learning experiences and to facilitate learning.

Criterion 7: **KNOWLEDGE OF SUBJECT MATTER.** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization (s) appropriate to the elementary and/or secondary level(s).

Possible

Indicators: The evaluation procedure assesses the teacher's knowledge of the subject(s) he/she is required to teach and will consider the:

- 7.1 depth of knowledge if the subject matter area(s);
- 7.2 extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter area(s);
- 7.3 enthusiasm and interest of the teacher in the subject(s) taught as reflected the in the teacher's continuing professional development;
- 7.4 relationship between one's subject matter field and other disciplines/subjects;
- 7.5 breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

**MINIMUM CRITERIA FOR THE  
EVALUATION OF CERTIFICATED SUPPORT PERSONNEL**

Below are listed the five criteria which school districts will be required to use as a minimum basis for evaluating the performance of the certificated support personnel serving in their district.

- Criterion 1: **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
- Criterion 2: **SPECIALIZED SKILLS.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
- Criterion 3: **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
- Criterion 4: **THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
- Criterion 5. **INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.



**TUMWATER SCHOOL DISTRICT NO. 33  
LEAVE OF ABSENCE APPLICATION**

Employee Name: \_\_\_\_\_

Date: \_\_\_\_\_ Position: \_\_\_\_\_

Building/work location: \_\_\_\_\_

Type of leave requested: Medical  Family illness  Personal  Other

→Note: FMLA (Family Medical Leave Act) is determined by Human Resources

Please state reason for leave request: \_\_\_\_\_

Date(s) of proposed leave: →First work day missed: \_\_\_\_\_

→First day back at work: \_\_\_\_\_

Will sick leave be used? YES  NO  How many days? \_\_\_\_\_

- Leave of Absence using sick leave: If using more than 5 consecutive sick leave days, you must attach a doctor's statement of illness to this form. A doctor's release may be required prior to return to work.

How many unpaid days? \_\_\_\_\_

\_\_\_\_\_  
**Employee signature**



Action needed for replacement: \_\_\_\_\_

Building Action: (Please check one) Approved  Denied  Date: \_\_\_\_\_

Doctor's Note attached? Yes  No  \_\_\_\_\_

\_\_\_\_\_  
**Building Principal or Supervisor signature**



NOTE: Forward the completed form to the Human Resources

District Office Action: (Please check one) Approved  Denied  Date: \_\_\_\_\_

School Board Action: (Please check one) Approved  Denied  Date: \_\_\_\_\_

Modified (Explain): \_\_\_\_\_

\_\_\_\_\_  
**Human Resources District Administrator**

**TUMWATER SCHOOL DISTRICT NO. 33**  
**MENTOR TEACHER APPLICATION**

Date \_\_\_\_\_

Name \_\_\_\_\_

School \_\_\_\_\_

I have read the program regulations and the mentor criteria and meet and/or exceed the suggested mentor qualifications.

The following is additional information that may be of value regarding my application:

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Applicant's Signature \_\_\_\_\_

Effective 9/1987

## **Cashout of Unused Illness, Injury, and Emergency Leave**

Pursuant to Article 26.A.5., employees shall be able to “cash out” unused sick leave as provided in applicable state laws and regulations.

Such laws and regulations, as of September, 2001, state the following:

Consistent with RCW 28A.400.210, RCW 28A.400.220, and WAC 392-136, and to the extent authorized by said law, employees may cash in unused sick leave days above an actual accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days payable in February.

The employee's illness, injury, or emergency leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for illness, injury, or emergency leave accumulated in excess of one (1) day per month, a maximum of twelve (12) days per year, and/or one hundred eighty (180) days.

At the time of separation from school district employment due to retirement\* or death, upon written request, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.

<p>* For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement (WSTRS) or Public Employees Retirement System (PERS).</p>
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# VIDEO/AUDIO RECORDING REQUEST FORM

Note: This form shall be completed and submitted to the designated parties below before any video/audio recording can be conducted in the classroom or work area of certificated employees of Tumwater School District. Use the back if you need more space. Thank you!

1. **PARTY MAKING REQUEST:** \_\_\_\_\_  
 District employee (SELF)       Other District employee       IEP team

2. **SITE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

3. **DESCRIPTION OF REQUESTED VIDEO/AUDIO RECORDING** (include WHEN, WHERE, and INDIVIDUALS/ACTIVITIES to be recorded):

\_\_\_\_\_  
\_\_\_\_\_

4. **PURPOSE OF REQUESTED VIDEO/AUDIO RECORDING:**

\_\_\_\_\_  
\_\_\_\_\_

5. **WHO WILL HAVE ACCESS TO THE RESULTING VIDEO/AUDIO RECORDING:**

\_\_\_\_\_  
\_\_\_\_\_

6. **EXPECTED DURATION OF RECORDINGS, AND PLAN FOR STORING THEM** (include person responsible for their storage, and the location):

\_\_\_\_\_  
\_\_\_\_\_

**ADMINISTRATOR ACTION:**       Request APPROVED       Request DENIED

If denied, explain reason(s) here:

\_\_\_\_\_  
\_\_\_\_\_

(Signature)

(Date)

**EMPLOYEE ACTION:**

I AGREE to be present

I DO NOT AGREE to be present

I request to be notified in advance of any "viewings."

(Signature)

(Date)

[NOTE: Employee must be provided a minimum notice of five (5) work-days to consult with TEA President.]

DISTRIBUTION:     Requesting Party     Administrator     Employee     Case Manager     TEA President

PAGE I-1.1

APPENDIX J-1

TEA/TSD Collective Bargaining Agreement  
School Board Adopted on 9/18/18 – TEA ratified on 9/17/18

The following is a partial list of forms of evidence of a teacher's performance:

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

Teachers shall not be required to create artifacts specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

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

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

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



## Teacher Evaluation

### Self-Assessment

Teacher \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Grade level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_

#### Domain 1: Planning and Preparation

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1a (SC4)</b> <b>Demonstrating knowledge of content and pedagogy</b>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1b (SC3) Demonstrating knowledge of students</b>	Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students.  The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.

APPENDIX J-2 (Continued)

FORM A

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1c (SC4) Setting instructional outcomes</b>	Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.  Outcomes are stated as activities rather than as student learning.  Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	Outcomes represent moderately high expectations and rigor.  Some reflect important learning in the discipline and consist of a combination of outcomes and activities.  Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration.  Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.	Most outcomes represent rigorous and important learning in the discipline.  All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment.  Outcomes reflect several different types of learning and opportunities for coordination.  Outcomes take into account the varying needs of groups of students.	All outcomes represent rigorous and important learning in the discipline.  The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment.  Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration.  Outcomes take into account the varying needs of individual students.

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1d (SC4) Demonstrating knowledge of resources</b>	Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources - not only through the school and district but also through sources external to the school and on the Internet - available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources - not only through the school and district but also in the community, through professional organizations and universities, and on the Internet - for classroom use, for the expansion of his or her own knowledge, and for students.

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>1e (SC4) Designing coherent instruction</b>	The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a	Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but	Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to	Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources

	<p>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>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>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>(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>
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APPENDIX J-2 (Continued)

FORM A

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>1f (SC6)</b> <b>Designing student assessments</b></p>	<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. 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>

**Domain 2: The Classroom Environment**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>2a (SC5)</b> <b>Creating an environment of respect and rapport</b></p>	<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,</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</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</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</p>

<b>Component</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
	<p>put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>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>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>between all members of the class. The net result of interactions is that of connections with students as individuals.</p>

APPENDIX J-2 (Continued)

FORM A

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2b (SC1) Establishing a culture for learning</b>	<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2c (SC5) Managing classroom procedures</b>	<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>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2d (SC5) Managing student behavior</b>	<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>Teacher's 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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2e (SC5) Organizing physical space</b>	<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>

**Domain 3: Instruction**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3a (SC1) Communicating with students</b>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3b (SC2) Using questioning and discussion techniques</b>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3c (SC1)</b> <b>Engaging students in learning</b></p>	<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3d (SC6)</b> <b>Using assessment in instruction</b></p>	<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>3e (SC3) Demonstrating flexibility and responsiveness</b>	<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>

**Domain 4: Professional Responsibilities**

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4a (SC2) Reflecting on teaching</b>	<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>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4b (SC6) Maintaining accurate records</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 non-instructional 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 non-instructional 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 non-instructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4c (SC7) Communicating with families</b>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4d (SC8) Participating in a professional community</b>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>4e (SC8) Growing and developing professionally</b>	<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>

APPENDIX J-2 (Continued)

FORM A

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>4f (SC8)</b>  <b>Showing professionalism</b></p>	<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>

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ Grade level(s): \_\_\_\_\_

Subject(s): \_\_\_\_\_ Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>Learning Outcome/Target(s):</b> How will students know what the target is?</p>	<p><b>To which national standards, state standard(s), CTE Frameworks does this lesson relate? <u>1a Demonstrating knowledge of content and pedagogy (SC 4)</u></b></p>	<p><b>What instructional materials and resources will you be using? <u>1d Demonstrating knowledge of resources (SC 4)</u></b></p>	<p><b>Students:</b> Briefly describe the students in this class, including those with special needs. Given your learning target(s), how will you differentiate instruction for different individuals or groups of students in the class? <b><u>1b Demonstrating knowledge of students (SC 3)</u></b></p>
<p><b>Pre-Assessment, as appropriate:</b></p>		<p><b>Differentiation Strategies:</b></p>	
<p><b>Lesson Flow</b></p>			
<p><b>Entry task:</b></p>		<p><b>Hook/Set:</b></p>	

<p><b>Learning Processes/Activities/Key Questions:</b> What are some ways you will engage students in the learning? Will the students work in groups, or individually, or as a large group? <b><u>1e Designing coherent instruction (SC 4)</u></b></p>	<p><b>Check for understanding and evidence collection:</b> As a result of this lesson, what do you want your students to know/understand/be able to do? (<b>DuFour #1</b> <i>What do we want students to know/be able to do?</i>) How does this learning fit in the sequence of learning for this class? <b><u>1c Setting instructional outcomes (SC 4)</u></b></p>
<p><b>Response:</b> What will be the indicators that students have learned what you intend (process, product)? (<b>DuFour #2</b> <i>How will we know if they've learned it?</i>) <b><u>1f Designing student assessments (SC 6)</u></b></p> <p>What evidence will you collect?</p> <p>What will you do, either during or after the lesson, for students who have not learned it? (<b>DuFour #3</b> <i>What will we do if they haven't?</i>)</p> <p>How might you know if there are students who already have mastered the learning outcome components before you begin, and what might you do for these students? (<b>DuFour #4</b> <i>What will we do if they already know it?</i>)</p>	<p><b>Closure:</b></p>
<p><b>Supplemental Planning Conference Questions:</b> Are there any things that you would like me to specifically observe during the lesson?</p>	

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**Classroom Observation – Post-Observation Reflection Conference (Form D)**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade level(s): \_\_\_\_\_ Subject(s): \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

**Questions for discussion:** (Component **4a**, Reflecting on teaching; **SC 2**)

1. What are your thoughts/feelings about this lesson?
  
2. What evidence did you collect of student progress on the intended learning outcome(s)? What does that evidence reveal about those students’ levels of engagement and understanding?
  
3. Comment on your classroom procedures, student conduct, and use of physical space. To what extent did these contribute to student learning?
  
4. Are there some ways in which you departed from your plan? If so, how and why?
  
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
  
6. What are some learnings/goals that you are taking away from this experience that will influence your practice in the future?



# Teacher Evaluation

## Post-Lesson Reflection Rubric

Teacher \_\_\_\_\_

School \_\_\_\_\_ Date \_\_\_\_\_

Grade level(s) \_\_\_\_\_ Subject(s) \_\_\_\_\_

### Domain 2: The Classroom Environment

Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2a (SC5) Creating an environment of respect and rapport</b>	<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>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<b>2b (SC1) Establishing a culture for learning</b>	<p>The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little or no investment of student energy into the task at hand. Hard work is not expected or valued.</p> <p>Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>

<p><b>2c (SC5) Managing classroom procedures</b></p>	<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>
<p><b>Component</b></p>	<p><b>Unsatisfactory</b></p>	<p><b>Basic</b></p>	<p><b>Proficient</b></p>	<p><b>Distinguished</b></p>
<p><b>2d (SC5) Managing student behavior</b></p>	<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>Teacher’s 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>
<p><b>Component</b></p>	<p><b>Unsatisfactory</b></p>	<p><b>Basic</b></p>	<p><b>Proficient</b></p>	<p><b>Distinguished</b></p>
<p><b>2e (SC5) Organizing physical space</b></p>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3a (SC1)</b> <b>Communicating with students</b></p>	<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>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3b (SC2)</b> <b>Using questioning and discussion techniques</b></p>	<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>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3c (SC1)</b> <b>Engaging students in learning</b></p>	<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3d (SC6)</b> <b>Using assessment in instruction</b></p>	<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</p>	<p>Assessment is fully integrated into instruction through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p><b>3e (SC3)</b>  <b>Demonstrating flexibility and responsiveness</b></p>	<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>

## Teacher Evidence Coversheet

(Domain 4: Professional Responsibilities, Components: 4b, 4c, 4d, 4e, 4f)

**Context:** Describe the setting, purpose, and background of the selected artifact.

**Alignment:** What is the alignment of the selected artifact to the district's adopted instructional framework?

**Reflection:** What is the significance of the selected artifact? Why was it selected as an example of your proficiency? How does the artifact demonstrate growth?

Attach copy of selected artifact.

## TSD Student Growth Goal-Setting Form (Form G)

Teacher: \_\_\_\_\_ School Year: \_\_\_\_\_

School/Class/Grade: \_\_\_\_\_

### CRITERION 3: Growth focused on a subgroup of students.

Comprehensive (all three goals in 3, 6, and 8)       Focused (pick one goal in either 3, 6, or 8)

**Proficient:** Includes multiple, high quality sources of data

**Distinguished:** Includes multiple, high quality sources of data and is developed in collaboration with students, parents and other school staff.

1	Identify the academic area.	
2	Identify your subgroup of students not reaching potential to be targeted.	
3	What is your student growth goal for this subgroup of students?	
4	What is your <u>first</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
5	What is your <u>second</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
6	How will you monitor progress toward the student growth goal?	
7	Describe collaboration of students, parents, and other school staff, if appropriate.	
8	Final results (to be inserted at the end of the year):	

**CRITERION 6: Growth focused on the whole classroom.**

Comprehensive (all three goals in 3, 6, and 8)     Focused (pick one goal in either 3, 6, or 8)

**Proficient:** Includes multiple, high quality sources of data

**Distinguished:** Includes multiple, high quality sources of data and is developed in collaboration with students, parents and other school staff. Goal aligns to school goal(s).

1	Identify the academic area.	
2	Identify the class of students.	
3	What is your student growth goal for this group of students?	
4	What is your <u>first</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
5	What is your <u>second</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
6	How will you monitor progress achievement of the student growth goal?	
7	Describe collaboration of students, parents, and other school staff, if appropriate.	
8	Final results (to be inserted at the end of the year):	

**CRITERION 8:** Growth measures targeted by PLC/grade-level team,  
and monitored throughout the year.

Comprehensive (all three goals in 3, 6, and 8)  Focused (pick one goal in either 3, 6, or 8)

**Proficient:** Consistently and actively collaborates with other grade, school or district team members to establish goal(s), develops and implements common, high-quality measures, and monitors growth and achievement during the school year.

**Distinguished:** Leads other grade, school, or district team members to establish goal(s), develops and implements common, high-quality measures, and monitors growth and achievement during the school year.

1	Identify grade, school or district team members with whom you are collaborating.	
2	What is your student growth goal(s)?	
3	What is your <u>first</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
4	What is your <u>second</u> high quality source of data to measure student growth? (formative, summative or benchmark assessment to be used at two points in time)	
5	How will you consistently and actively develop and implement the measures to monitor the growth and achievement during the year?	
6	Describe your role on the team in the development and implementation of the goal(s):	

APPENDIX J-9

Comprehensive Summative Evaluation: Classroom Teacher

(Form H-COMPREHENSIVE)

Teacher Name:	Principal Name:	Date: <a href="#">Click here to enter a date.</a>
Teaching Assignment:	School:	Evaluation Type: Comprehensive

Summary of Performance	Score
<p><b>Criterion 1: Centering Instruction on high expectations for student achievement</b>  <i>2b: Establishing a Culture for Learning</i>  <i>3a: Communicating with Student</i>  <i>3c: Engaging Students in Learning</i>  <b>Comments:</b></p>	Choose an item.
<p><b>Criterion 2: Demonstrating effective teaching practices</b>  <i>3b: Using Questioning and Discussion Techniques</i>  <i>4a: Reflecting on Teaching</i>  <b>Comments:</b></p>	Choose an item.
<p><b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs</b>  <i>1b: Demonstrating Knowledge of Students</i>  <i>3e: Demonstrating Flexibility and Responsiveness</i>  <b>Comments:</b></p>	Choose an item.
<p>SG 3.1 Establish Student Growth Goal(s)</p>	Choose an item.
<p>SG 3.2 Achievement of Student Growth Goal(s)</p>	Choose an item.
<p><b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum</b>  <i>1a: Demonstrating Knowledge of Content and Pedagogy</i>  <i>1c: Setting Instructional Outcomes</i>  <i>1d: Demonstrating Knowledge of Resources</i>  <i>1e: Designing Coherent Instruction</i>  <b>Comments:</b></p>	Choose an item.
<p><b>Criterion 5: Fostering and managing a safe, positive learning environment</b>  <i>2a: Creating an Environment of Respect and Rapport</i>  <i>2c: Managing Classroom Procedures</i>  <i>2d: Managing Student Behavior</i>  <i>2e: Organizing Physical Space</i>  <b>Comments:</b></p>	Choose an item.

<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</b> <i>If: Designing Student Assessments</i> <i>3d: Using Assessment in Instruction</i> <i>4b: Maintaining Accurate Records</i> <b>Comments:</b>				Choose an item.
<i>SG 6.1 Establish Student Growth Goal(s)</i>			Choose an item.	
<i>SG 6.2 Achievement of Student Growth Goal(s)</i>			Choose an item.	
<b>Criterion 7: Communicating and collaborating with parents and school community</b> <i>4c: Communicating with Families</i> <b>Comments:</b>				Choose an item.
<b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b> <i>4d: Participating in a Professional Community</i> <i>4e: Growing and Developing Professionally</i> <i>4f: Showing Professionalism</i> <b>Comments:</b>				Choose an item.
<i>SG 8.1 Establishing Student Growth Goal(s)</i>			Choose an item.	
<b>Overall Total of Criterion Scores</b> <i>(Scores for criterion 3, 6, and 8 include both criterion score and student growth goal score(s).)</i>				
<b>Overall Total of Student Growth Scores</b>				
<b>Preliminary State Criteria Scoring Band</b>				
<b>Total of Criterion Scores</b>	<b>8-14</b>	<b>15-21</b>	<b>22-28</b>	<b>29-32</b>
<b>Preliminary Rating</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<b>Put in the Student Growth Student Growth Scoring Band</b>				
<b>Total of Student Growth Scores</b>	<b>5-12</b>	<b>13-17</b>	<b>18-20</b>	
<b>Student Growth Rating</b>	<b>Low</b>	<b>Average</b>		<b>High</b>

<b>Summative Evaluation</b>	
<p>It is my judgment that based upon adopted criteria and state summative scoring band this employee's performance has been: Choose an item.</p>	
<p>Teacher (Evalued) Signature:</p>	<p>Principal (Evaluator) Signature:</p>
<p>The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. The evaluatee has the right of addendum; if such a statement is to be attached, check here. <input type="checkbox"/> Such addendum must bear the signature of the evaluator, indicated only that he/she has seen it.</p>	
<p><b>General Comments:</b></p>	

**Focused Summative Evaluation: Classroom Teacher**

**(Form H-FOCUSED)**

*(Mark only the criteria selected by the teacher for their focused evaluation and the selected student growth area.)*

Teacher Name:	Principal Name:	Date: <a href="#">Click here to enter a date.</a>
Teaching Assignment:	School:	Evaluation Type: Focused

Summary of Performance		Score
<b>Criterion 1: Centering Instruction on high expectations for student achievement</b> <i>2b: Establishing a Culture for Learning</i> <i>3a: Communicating with Student</i> <i>3c: Engaging Students in Learning</i> <b>Comments:</b>		Choose an item.
<b>Criterion 2: Demonstrating effective teaching practices</b> <i>3b: Using Questioning and Discussion Techniques</i> <i>4a: Reflecting on Teaching</i> <b>Comments:</b>		Choose an item.
<b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs</b> <i>1b: Demonstrating Knowledge of Students</i> <i>3e: Demonstrating Flexibility and Responsiveness</i> <b>Comments:</b>		Choose an item.
<i>SG 3.1 Establish Student Growth Goal(s)</i>		Choose an item.
<i>SG 3.2 Achievement of Student Growth Goal(s)</i>		Choose an item.
<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum</b> <i>1a: Demonstrating Knowledge of Content and Pedagogy</i> <i>1c: Setting Instructional Outcomes</i> <i>1d: Demonstrating Knowledge of Resources</i> <i>1e: Designing Coherent Instruction</i> <b>Comments:</b>		Choose an item.
<b>Criterion 5: Fostering and managing a safe, positive learning environment</b> <i>2a: Creating an Environment of Respect and Rapport</i> <i>2c: Managing Classroom Procedures</i> <i>2d: Managing Student Behavior</i> <i>2e: Organizing Physical Space</i>		Choose an item.

APPENDIX J-9 (Continued)  
FORM H-Focused

<b>Comments:</b>		
<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</b> <i>1f: Designing Student Assessments</i> <i>3d: Using Assessment in Instruction</i> <i>4b: Maintaining Accurate Records</i> <b>Comments:</b>		Choose an item.
<i>SG 6.1 Establish Student Growth Goal(s)</i>		Choose an item.
<i>SG 6.2 Achievement of Student Growth Goal(s)</i>		Choose an item.
<b>Criterion 7: Communicating and collaborating with parents and school community</b> <i>4c: Communicating with Families</i> <b>Comments:</b>		Choose an item.
<b>Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning</b> <i>4d: Participating in a Professional Community</i> <i>4e: Growing and Developing Professionally</i> <i>4f: Showing Professionalism</i> <b>Comments:</b>		Choose an item.
<i>SG 8.1 Establishing Student Growth Goal(s)</i>		Choose an item.

<b>Summative Evaluation (Focused)</b>	
<p>The final criterion score is the final summative score for this Focused Evaluation. The score includes both criterion score and student growth goal score(s).</p> <p>Choose an item.</p>	
<p>Teacher (Evaluee) Signature:</p>	<p>Principal (Evaluator) Signature:</p>
<p>The certificated employee's signature indicates that the evaluee has read and discussed the evaluation in a conference with the evaluator. The evaluee has the right of addendum; if such a statement is to be attached, check <input type="checkbox"/> here.</p> <p>Such addendum must bear the signature of the evaluator, indicated only that he/she has seen it.</p>	
<p><b>General Comments:</b></p>	

**TSD Focused Evaluation Professional Goal Plan**

<b>Teacher Name:</b>	<b>Evaluator Name:</b>	<b>Date:</b>
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*Directions: Prior to the Focused Evaluation Planning Meeting, the teacher will complete this form and bring it to the meeting. The teacher may answer each prompt in list or paragraph form.*

<b>Based on your self-assessment, your evaluator’s input, and any school or district initiatives, which teacher evaluation criterion have you selected for focused evaluation? What instructional framework components and indicators are embedded in this teacher evaluation criterion?</b>

<b>Describe the connection between your growth in this criterion and your teaching assignment.</b>

<b>Professional Goal</b>

<b>Describe the professional growth activities you will complete and prospective evidence of performance to be collected with appropriate time lines for each section.</b>	
<b>Professional Growth Activities (and proposed completion dates)</b>	<b>Prospective Evidence Collection (and proposed completion dates)</b>

**Just Cause and Progressive Discipline.**

**Seven Tests of Just Cause**

The concept of “just cause” referenced in Article 17A, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. Notice: Did the District give the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Investigation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee’s past record?