2022-2024 AGREEMENT
between
THORP EDUCATION ASSOCIATION
and
THORP SCHOOL DISTRICT No. 400

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PREAMBLE

This document is an Agreement between the District and the Association, which has been recognized as the exclusive bargaining representative for certain certificated employees, primarily teachers.

The hours, wages, terms, and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Educational Employment Relations Act (Act).

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ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

A. District/Board shall mean the Thorp School District No. 400.
B. Association shall mean the Thorp Education Association.
C. Parties shall mean the District and the Association as co-signers of the Agreement.
D. Agreement shall mean the Collective Bargaining Agreement signed by the parties.
E. Employee shall mean a member of the bargaining unit.
F. Day shall mean school day except during the summer when it shall mean a weekday except for holidays.
G. Superintendent shall mean the chief administrative officer of the District.
H. President shall mean the presiding officer of the Association.
I. Contract shall mean the individual contract issued to each employee.
J. Base salary shall mean BA+0, Step 0 of the current local salary schedule.

SECTION 2. RECOGNITION

A. The District hereby recognizes the Association as the exclusive bargaining representative of the certificated employees of the District under contract excluding the Superintendent and principal or any employee for whom administrative assignment constitutes one half (1/2) or more of his/her responsibilities.

B. Substitutes are those who are hired to replace regular employees or serve as replacement employees for a period in excess of twenty (20) or more continuous working days. They shall be considered as replacement employees and shall be considered as members of the bargaining unit for the period of the actual continual service after the twenty (20) consecutive days, and subject only to the provisions of this Agreement to be listed in Article X.

C. After the twentieth day, the replacement employee shall be placed on the employee salary schedule. Substitutes shall not accrue seniority.

SECTION 3. STATUS OF THE AGREEMENT

A. This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

B. This Agreement shall supersede any rules, regulations or policies of the District which are contrary to or inconsistent with its terms.
SECTION 4. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of the Agreement or any application of this Agreement is found to be contrary to law, such provision or application shall have effect only to the extent permitted by law and all other provisions and applications of the Agreement shall continue in full force and effect.

SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT

Following the ratification and proof reading of this Agreement, the Association shall print this Agreement. The cost of printing the Agreement shall be borne by the District upon submittal of proof of costs. The Association shall distribute copies to all employees. Additional copies shall be provided to the District upon request. All new District employees shall be provided a copy of the Agreement by the Association upon issuance of their contract. A copy of the Agreement shall be available to applicants for bargaining unit positions if requested.

SECTION 6. RIGHTS OF THE BOARD

The Board retains the sole power to establish policy as set forth in State law, provided such policy is not in conflict with the terms of this Agreement.

SECTION 7. CONTRACT COMPLIANCE

All contracts shall be expressly made subject to and consistent with the terms of this Agreement. If any contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

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ARTICLE II - BUSINESS

SECTION 1. ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right of access to school buildings providing there is no interference with the regular school program. The principal of the building in question shall be notified in advance of the Association building use.

B. The Association shall have the right to use school facilities and equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incidental to such use.

C. The Association may use the intra-District mail service and employee mailboxes so long as such distribution does not disrupt the District mail or initiate any work stoppage action against the District.

D. An Association bulletin board shall be provided in each school building. The Association may post notices of its activities and matters of Association concern.

E. The District shall make available to the Association information concerning the District which is public. The District shall have a reasonable time within which to comply with a request for financial information. Any extra costs of preparation or copying shall be borne by the Association at the rate customarily charged the general public.

F. Upon request, an Association representative may be allowed to make brief announcements at the beginning of any faculty or other professional meetings. Normally, the notice of any agenda
of any such meeting shall be given to the employees involved at least three (3) days prior to said meeting. The Association shall have the opportunity to suggest items for the agenda.

G. The Association shall be afforded a one (1) hour block of time during the workday to meet with new employees as a group on a District-directed optional day prior to the first student instruction day. If an employee is hired after this initial Association meeting, the District will shall provide one (1) hour during the new employee’s workday within 30 days of the hire date for the Association to meet with them.

SECTION 2. DUES DEDUCTIONS

A. On or before September 15 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction. The total of these deductions shall not be subject to change during the school year. The Association will inform the District on a monthly basis of any new members and revocations of membership.

B. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to remit promptly and directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as a receipt for said transaction. On or before the monthly pay period, the Board shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.

C. The Association agrees to reimburse any employee from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually receive the excessive amount.

D. **Membership Dues**: Each employee who chooses to become a member of the Association has provided or shall provide the District with a payroll authorization to deduct said dues and assessments of the Association. The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Thorp Education Association, the Washington Education Association (WEA) and the National Education Association (NEA).

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the Washington Education Association (WEA) by the employee. These dues deductions remain in effect until expressly revoked by the employee in accordance with the terms set by the WEA. WEA will then contact the District to inform them to discontinue deducting dues. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.

E. The District shall also transmit NEA-FCPE and WEA-PAC donations authorized by the employee to the entity designated by WEA to administer these funds.
SECTION 3. ASSOCIATION LEAVE

A. The Association shall be granted twelve (12) days of release time per school year (non-accumulative) in increments of not less than one-half (1/2) day for the purpose of conducting Association business. Any unused days shall be carried forward to the subsequent year. A maximum of three (3) employees shall be allowed Association leave at any one time to allow team training. A written request for the specific time shall be provided the Superintendent or his/her designee two (2) days in advance if possible. The request shall include the names of the employees utilizing the leave and the date(s) leave is to be used. In addition, any Association member who serves in a regional or state-wide leadership position will individually be allowed up to six (6) days to complete that responsibility. The Association may carry over up to six (6) unused days to the Association Leave Bank to be available for use in subsequent years.

B. The Association shall reimburse the District the cost of a substitute hired when an employee is engaged in Association leave.

C. When the District/Board and Association mutually agree to hold meetings during the workday, any participating Association representative(s) shall suffer no loss in pay. Such meetings will not require the use of Association leave.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING OF EMPLOYEES

No employee will be hired who is not properly certified in Washington State. All employees shall be placed on the salary schedule in accordance with the criteria contained in this agreement. Interviews to hire for certified positions will include a minimum of one (1) non-administrative certified staff member. The person in charge of the interview process will contact the Association President in a timely manner so that a certified staff member or members can be made available. Employees who serve on a hiring committee shall be paid at the per diem rate for all time worked outside the contracted work day for the hiring process. Non-certificated staff may only be hired to provide instruction in the classroom setting under the supervision of a certificated staff member.

SECTION 2. ISSUANCE OF CONTRACTS

A. The District shall provide each employee three (3) copies of his/her contract for regular assignments in conformity with Washington State law, State Board of Education regulations, and this Agreement. Contracts shall be issued by May 15. If negotiations are not completed, contracts will be issued with a rider. Employees shall keep one (1) copy, shall sign two (2) copies and return them to the District within ten (10) days. The District will return one copy to the employee after it is signed by the Board.

B. Any extension of contract days/hours shall be computed in full per diem of that individual’s contracted rate of pay.
C. There shall be a supplementary employee contract for extracurricular and special assignments in accordance with statutory provisions. If possible, the District shall notify the employee not later than thirty (30) calendar days prior to the start of the activity if the supplementary contract is not renewed. The District shall state the reason(s) for non-renewal to the employee, upon request.

D. Employees on extracurricular contracts referred to in Appendix B shall be notified prior to May 15 or two (2) weeks after the last day of the supplemental contract, whichever is later, if their supplemental contract will not be renewed. The reasons shall be stated in writing.

E. An employee under contract shall be released from the obligations of the contract upon request under the following conditions:
   1. A letter of resignation must be submitted to the Superintendent's office.
   2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
   3. A release from contract shall be granted after July 1, provided a satisfactory replacement can be obtained.
   4. An employee may be released from contract under circumstances where illness or other personal matters make it impossible for the employee to continue in the District, provided that employee submits a letter of resignation setting forth the reasons which make it impossible for him/her to continue in the District.

F. Notice of Retirement/Resignation Incentive: Annually, the Thorp School District will pay one thousand five hundred dollars ($1500.00) for each teacher who tenders a retirement notice or resignation letter by February 1.

SECTION 3. NON-DISCRIMINATION

The Parties shall not discriminate against any employee with regard to race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, gender identity, domestic partnership or the presence of any sensory, mental or physical handicap, or because of their membership in employee organizations; and the Board will not discriminate against any employee with respect to hours, wages, or terms of conditions of employment by reason of his/her membership in the Association, his/her participation in collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The parties will cooperate to assure compliance with District policies and non-discriminatory laws, except as required in accordance with this Agreement, or as otherwise provided by law.

Employees shall be entitled to full rights of citizenship and no religious or political activities outside of school time or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects an employee's ability to perform his/her job.

SECTION 4. JUST CAUSE

A. No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, terminations or other actions that would adversely affect the employee) without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. No employee will be reprimanded publicly, or in the presence of students. (see Appendix F)
B. The Board agrees to follow a progressive discipline which minimally includes verbal warning, reprimand, suspension, with non-renewal or discharge as a final, last resort. Both parties agree that there are exceptional cases of gross misconduct where progressive discipline may not apply. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. At each step the Association will be notified.

C. An employee shall be entitled to have present a representative of the Association and/or legal counsel when being formally reprimanded, warned, disciplined or adversely affected. A request for an Association representative shall not delay disciplinary proceedings by over two days. In extraordinary circumstances, the District shall not be required to wait for the arrival of an Association representative. In cases where formal disciplinary action is anticipated, such as suspension or discharge, an employee shall be advised of his/her right to Association representation.

D. All information forming the basis of any formal discipline shall be made available to the employee prior to any action being taken.

E. Any complaint (except for criminal investigations) not called to the attention of the teacher within five (5) working days of the reporting may not be used as the basis for any disciplinary action against the teacher. If after investigating such allegation of misconduct by the employee, the District chooses not to reprimand, discipline, or take adverse action against the employee, the employee will receive written notice to such effect.

F. Any employee who receives a notice of discharge or adverse effect on his/her contract is hereby advised of his/her right to request a hearing within ten (10) calendar days after receipt of such notice.

G. Appeals to discharge and/or adverse effect shall be dealt with by use of the hearing process set forth in RCW 28A.405.310 with the hearing officer selected from the PERC arbitrators list.

SECTION 5. PERSONNEL FILE

A. During regular District office hours, employees shall, upon request, have the right to inspect all contents of their complete personnel file kept with the District as well as non-confidential employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the employee, at Board expense. No secret, duplicate, electronic, alternate or other personnel file shall be kept anywhere in the District.

B. Anyone, at the employee's request, may be present for this review.

C. Each employee's personnel file shall contain the following minimum items of information: evaluation reports, copies of annual contracts, certificate(s), and a transcript of academic records. No action shall be taken upon any complaint directed toward an employee, nor shall any notice thereof be included in said employee's personnel file, unless the same is reported in writing to the employee concerned.

D. Any derogatory materials not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

E. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach their own comments.
F. Any new addition to the personnel file shall be stamped, initialed and dated by the employee who enters the item into the file. Anything of a disciplinary nature shall also require the initials of the employee into whose file the item is entered.

G. Upon request from the employee, all derogatory materials shall be expunged after three (3) years, provided there are no subsequent violations or problems of a similar nature, except for cases of child or sexual abuse. Derogatory information in the file that is more than three (3) years old cannot be used as the basis for any subsequent progressive discipline. Evaluations shall not be expunged.

SECTION 6. EMPLOYEE PROTECTION

A. The District agrees to provide liability insurance as set forth in RCW 28A.400.370 covering injury to employees and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the protection of school personnel and students, and the property thereof, while acting within the legal scope of their responsibilities in accordance with the coverage limits of the policy.

B. Employees shall not be required to remain in a building that is evacuated due to hazardous conditions. Employees may not return until the premises are declared safe by proper authorities. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. The Board agrees to comply with all applicable provisions of the Washington State Industrial Safety and Health Act.

C. Certificated staff, shall be informed as soon as possible when they are potentially exposed to contagious diseases or illnesses and they shall be instructed as to prevention and protection from the disease or illness. This information needs to be kept confidential to protect the affected people.

D. When absence or disability arises out of or from assault sustained in the course of employment, employees shall suffer no loss of wages or other benefits less the amount of worker’s compensation awarded. If an employee is injured during the course of the workday and needs to seek medical attention, the employee shall be released from work for the remainder of that day in order to obtain medical attention and shall suffer no loss of pay or sick leave.

E. An employee who is threatened with physical harm or assault by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor or Superintendent. Immediate steps shall be taken to cooperate with the employee to provide for the employee’s safety. The District shall assist the employee with the handling of the incident by law enforcement authorities. Employees using the services of private attorneys will pay the cost and fees of using such services.

F. Weapons and Dangerous Devices. Board will follow state law and Board policy.

G. The District will take all reasonable steps to protect employees from cyber-bullying, derogatory web postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text messaging, or other technology misconduct that threatens an employee’s safety and/or professional reputation. Any reported incident involving harassment and/or bullying of an employee by parents, students, administrators or other employees will be promptly investigated by the District and take action when appropriate. Employees are encouraged to inform the District and provide a copy to the Association in any situation when student misuse of technology threatens an employee’s safety and/or professional reputation.
If necessary, the District and/or employee will notify law enforcement agencies regarding any such activities allegedly perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCWs.

SECTION 7. ASSIGNMENT, VACANCY AND TRANSFER

A. Employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualifications in specialty areas.

B. Employees shall be notified in writing no later than the end of the school year of any reassignment in their teaching assignments for the ensuing school year.

   • Elementary employees shall be given, at per diem pay, three (3) days preparation time for a reassignment to a different grade level, including a change in a multigrade class assignment

   • Elementary and secondary employees who are reassigned between general education and special education shall be given, at per diem pay, three (3) days preparation time.

   • Secondary employees shall be given at per diem pay, a half (1/2) day of preparation time for each reassigned class period in their class schedule for a class they have not taught within the past three (3) years, up to maximum of two and a half (2 ½) days.

   • Secondary employees assigned outside their endorsed subject area(s) or highly qualified areas shall be given, at their per diem pay, one (1) day of preparation time for each class period outside their endorsed area, up to a maximum of five (5) days.

The District will reimburse an employee for district approved training taken to upgrade his/her skills when being reassigned. Employees who are reassigned after August 15 will be guaranteed an extra two (2) days at per diem pay to prepare for any new assignment.

C. All vacancies and new positions will be publicized to the staff and Association through written notice, which shall be posted as far in advance of the date of the opening as possible, and not less than five (5) days in advance, if possible. During the summer months, notice shall be posted in the District office and mailed to all employees. Copies will be sent to the employees at their summer residence if they have so requested in writing to the District. Said notice shall clearly set forth the qualifications for the position and the procedures for applying. No prior negotiation or hiring for the position shall take place without first following all application procedures as posted.

D. HOW POSITIONS ARE CHOSEN: For vacated or newly created positions, qualified full time and/or part time employees shall be given preference over qualified applicants from outside the District. If an internal employee is not chosen for the vacant or newly created position, the District will provide justification verbally and in writing, if requested by the employee and/or the Association as to why he/she was not chosen for the position.

E. Return to Previous Position: Any employee who has been involuntarily reassigned shall have the option to return to previous position the following year if the position becomes available.

SECTION 8. EMPLOYEE RESPONSIBILITIES

A. Employees shall be responsible for the supervision of school property and for the supervision of students in school-authorized activities while the employee is on duty.
B. Employees shall care for and be responsible for instructional materials and equipment and shall promptly report damage, loss and theft of equipment, furniture or fixtures to his/her supervisor.

C. Employees will finish yearly checkout by June 30. An administrator will be available for checkout the last day of school and up until June 30th by appointment.

SECTION 9. JOB SHARING

Job sharing shall refer to two (2) employees sharing one (1) full-time position. The following conditions will prevail for all job share partners:

a. In the event that either job share partner is unable to fulfill their portion of the contract, the remaining job share partner may choose to work full-time.

b. Job sharing assignments will be filled by employees who have jointly agreed to work together.

c. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers and the building principal and the approval of the District. This may include, but is not limited to, early release days, staff meetings, conferences, and planning time when applicable.

d. Employees with continuing contracts who wish to job share must apply for a part-time leave of absence each year.

e. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Superintendent by May 1 of their desire to job share for the following school year. The job share partner may be a current employee of the District, or may be hired as a new employee.

f. Teacher partners will agree that joint planning will occur whenever they have joint responsibility for the same students or programs.

g. No teacher in the District will be involuntarily transferred in order to create a job share program.

h. The District reserves the authority to determine the number of job sharing positions, if any, within the District.

SECTION 10. SECURITY CAMERAS

The District has installed security cameras in each school building for the discrete purpose of security and safety of staff and students. Information recorded by the security cameras will not be used to initiate a just cause investigation. Any employee issue resulting from the use of surveillance cameras shall be handled in accordance with due process.
ARTICLE IV. EVALUATIONS

SECTION 1. PURPOSE

It is understood that the purpose of evaluations is for the improvement of instruction to promote student learning. Employees shall be evaluated during each school year in accordance with the procedures and criteria of this Agreement. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110 and WAC 392-191A-050.

A teacher's evaluation under RCW 28A.405.100 may not be negatively impacted if a teacher chooses to use curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area.

SECTION 2. RESPONSIBILITY FOR EVALUATION

The principal or designee, hereafter referred to as the evaluator, shall be responsible for the evaluation of employees. All evaluators shall annually review the evaluation processes they will be assigned to conduct that are contained in Article IV of this Agreement and related appendices (Refer to Appendices C) prior to starting the evaluation process. The evaluator shall assist the teacher by providing support and resources.

SECTION 3. APPLICABILITY FOR EVALUATION PROCESSES

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

1. Classroom Teacher Evaluation Process (Article IV, Section 4)
   “Certificated classroom teacher” and “teacher” means a certificated employee who provides academically-focused instruction to students and holds one or more certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g). The evaluation process for Classroom Teachers is delineated in Section 4. Refer to the Transition Plan in the Memorandum of Agreement (attached) for applicability.

2. Certificated Support Personnel Evaluation Process (Section Article IV, Section 5):
   “Certificated support personnel” and “certificated support person” means a certificated employee who provides services to students and holds one or more of the educational staff associate certificates pursuant to WAC 181-79A-140 (5). This evaluation process is delineated in Section 5.

SECTION 4. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated classroom teachers as defined in Section 3.1.

Teachers shall be evaluated by an evaluator who has been trained in observation, evaluation, and the use of the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D+) 3.0 instructional framework (Appendix C-10) and rubrics.
1. PROFESSIONAL DEVELOPMENT
A. Each employee who is on a Comprehensive evaluation will be provided four (4) hours (one time only) in the year of their first Comprehensive evaluation to collect and organize information pertinent to their evaluation process, to be paid at their per diem rate of pay. Each employee who is on a Focused evaluation will be provided two (2) hours (one time only) in the year of their first Focused evaluation to collect and organize information pertinent to their evaluation process, to be paid at their per diem rate of pay.

B. Each employee by September 15th, or within fifteen (15) days of employment, whichever is later, shall be provided a copy of the evaluation criteria, procedures, and any relevant forms and information by their assigned evaluator.

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING
A. Definitions
   1. **Comprehensive Evaluation** shall mean an evaluation that is based on all eight (8) Washington State Criteria, including all 5 student growth components. This must be completed every six (6) years.

   2. **Focused Evaluation** shall mean an evaluation based on one of the eight (8) Washington State Criteria approved by the evaluator. If Criterion 1, 2, 4, 5, or 7 is selected, the employee will also select Criterion 3 or 6 for student growth rubrics.

   3. **Student Growth** shall mean the change in student achievement between two points in time during the school year in which the evaluation is being conducted.

   4. **Student Growth Data** shall mean relevant multiple measures used to demonstrate growth that can include classroom-based, school-based, school district-based, and state-based tools. Measures used to demonstrate growth must be appropriate, relevant and may include both formative and summative measures.

   5. **Evidence** shall mean observable practices, products or results of a certificated classroom teacher’s work that demonstrate knowledge and skills of the educator with respect to the four-level rating system. It should be gathered from the normal course of employment. Input from students, parents or any other source may be used as evidence if it is mutually agreed to by the evaluator and the teacher.

   6. **Artifacts** shall mean products generated, developed or used by a certificated teacher, or identified by the evaluator, in the normal course of instructional practice and should not be created specifically for the evaluation system, although tools or forms used in the evaluation process may be considered as artifacts.

   7. **Observe or Observation** shall mean the gathering of evidence made through classroom or worksite visits, work samples, or conversations, or at other times during the course of the employee’s duties for the purpose of examining evidence over time against the instructional framework rubrics.
8. **Component** shall mean the sub-section of each criterion.

9. **Criterion** shall mean one of the eight (8) state defined categories to be scored.

10. **Evaluator** shall mean a certificated administrator who has been trained in observation, 
evaluation and the use of the specific instructional framework and rubrics contained in 
this Agreement. All evaluators shall demonstrate competence in observing teachers.

11. **Not Satisfactory** shall mean:  
    **Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered 
satisfactory performance for a teacher.  
    **Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five 
years of teaching experience and if a summative score of 2 has been received two years in 
a row or two years within a consecutive three-year period, the teacher is not considered 
performing at a satisfactory level.

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

**C. Instructional Framework**  
The parties have agreed to the adopted evidence-based instructional framework developed by 
the University of Washington Center for Education Leadership (CEL) Five Dimensions of 
Teaching and Learning (5D+) 3.0. The instructional framework is included in Appendix C-
10. Each employee shall be fairly considered on the rubric scoring for the entire range of 
Distinguished – 4 to Unsatisfactory -1 throughout the course of the annual evaluation process.

Upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

**D. Criterion Performance Scoring**
1. All Criterion Performance Scoring shall comply with the rubrics set forth in Appendix 
C-10, UW CEL 5 D+ 3.0 Instructional Framework. Each rating will be assigned the 
following numeric values:  
   a. Unsatisfactory – 1 
   b. Basic – 2  
   c. Proficient – 3  
   d. Distinguished – 4
2. The final criterion scores shall be determined by the Overall Rating Range as set forth in the Classroom Teacher Summative Evaluation (Appendix C-14).

E. Preliminary Summative Performance Rating
1. A classroom teacher shall receive a preliminary summative performance rating for each of the eight (8) state evaluation criteria as follows:
   1. 8-14—Unsatisfactory
   2. 15-21—Basic
   3. 22-28—Proficient
   4. 29-32—Distinguished

F. Student Growth Impact Rating
1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a Student Growth Impact Rating as part of their overall summative score as follows:
   1. 5-12—Low
   2. 13-17—Average
   3. 18-20—High

2. The evaluator’s determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools.

G. Final Summative Performance Rating
The Final Summative Performance Rating shall be derived by a calculation which includes the Preliminary Summative Performance Rating and factoring the Student Growth Impact Rating for a Final Summative Performance Rating as set forth in the Classroom Teacher Summative Evaluation (Appendix C-14).

H. Impact of Final Summative Performance Rating and Student Growth Inquiry
If a teacher receives a preliminary 4-Distinguished summative score and a Low Student Growth Impact Rating, they must be automatically moved to the 3-Proficient level for their Final Summative Performance rating. A classroom teacher with a preliminary summative evaluation rating of Unsatisfactory 1- who has a high Student Growth Impact Rating will be reviewed by the evaluator’s supervisor. If a teacher receives Low Student Growth Criterion Score, it will trigger the student growth inquiry. Within two (2) months of the teacher receiving the low student growth score, or at the beginning of the following school year, whichever is later, the evaluator will initiate a student growth inquiry in collaboration with the teacher. This inquiry will include one or more of the following steps, with mutual agreement between the evaluator and the teacher:
1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, district or state-based tools and practices and/or;
2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which curriculum, standards, and assessments are aligned and/or;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;

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4. Create and implement a professional development plan to address student growth areas.

3. PROCEDURAL COMPONENTS OF EVALUATION

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

B. Professional Focus
   The employee and evaluator will discuss an area of professional focus for the year.

C. Student Growth Goal Setting
   The teacher and evaluator shall consult to identify student growth goals and student growth measures that are relevant to the teacher and subject matter for components SG-3.1, SG-6.1 and SG-8.1 on the Student Growth Goal Setting form (Appendix C-11). The goal for SG-6.1 and SG-8.1 may be the same goal. The form shall be submitted to the evaluator by a date mutually agreed upon between the teacher and evaluator.

D. Artifacts and Evidence
   The evaluator and teacher will collect and share artifacts and evidence necessary to complete the evaluation. Evaluator observation data and notes of evaluative conversations with the teacher and the completed negotiated forms contained in this Agreement shall serve as the primary evidence and artifacts for the evaluation process. Additional artifacts and evidence shall be utilized only as necessary to complete the record of the evaluation.

E. Record-Keeping
   1. A copy of the final evaluation form and the teacher’s written comments, if applicable, shall be retained in the employee’s personnel file.
   2. Teachers shall have access to their account on any electronic data collection system agreed to by the parties, in subsequent years.
   3. The evaluator or the evaluatee shall be notified of any evidence or artifacts submitted to the teacher’s account in an electronic data collection system, within five (5) days.
   4. Teachers shall not be required to use an electronic data collection system; an acceptable alternative will be made available.
   5. Any and all data entered into an electronic data collection system, shall be considered confidential, and not be subject to public disclosure.

F. Electronic Monitoring
   All observations shall be conducted openly. Mechanical or electronic devices may be used to listen to or record the procedures of any class, with the prior approval of the teacher.

4. COMPREHENSIVE EVALUATION PROCESS
   A Comprehensive Evaluation is an evaluation that is based on all eight (8) state criteria, including all five (5) student growth criteria. A comprehensive evaluation must be completed for each teacher every six (6) years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status. Teachers on probationary status must be evaluated using the Comprehensive Evaluation Process.

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A. Pre-Observation Conference:
Prior to the pre-observation conference, the evaluator and teacher will mutually agree to a date and time for the first observation. A pre-observation conference shall be held between the evaluator and the employee prior to the first formal observation for the exchange of information necessary to the observation. The teacher and evaluator will mutually agree when and where to conference. The teacher will complete the Pre-Planned Observation Form (Appendix C-12) prior to the conference. This form, and the evaluator’s handwritten and/or electronic notes from this conference, shall be used as artifacts and evidence for the evaluation.

B. Formal Observation Procedures
1. During each school year, all classroom teachers shall be observed for the purposes of evaluation at least two times in the performance of their assigned duties. At least one observation will occur during the first semester. At least one observation will be pre-planned with the employee. Observation time shall total not less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in length. The first observation will occur no later than five (5) days after the pre-observation conference. Observations will not take place on the day following an absence of the employee, unless otherwise agreed to by the employee.

2. New employees shall be observed at least once during the first ninety (90) calendar days of their employment for not less than thirty (30) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.

3. The evaluator will provide the teacher with a copy of the evaluator’s notes from the observation within two (2) days following the observation.

4. The second (2nd) formal observation shall occur prior to Spring Break.

5. The teacher may request additional observations.

C. Post-Observation Conferences
1. The post-observation conferences between the evaluator and teacher will be held no later than eight (8) days after each formal observation date. Conferences shall be held in a mutually agreeable location. The teacher and evaluator will use the evaluator’s observation notes as the basis for discussion. The Post-Observation Conference Tool (Appendix C-13) will also be used as a basis for discussion. This form, and the evaluator’s handwritten and/or electronic notes from all conferences shall be used as artifacts and evidence for the evaluation.

2. The purpose of the post-observation conferences is to discuss the observed lesson and to review the artifacts and evidence related to the scoring criteria to aid in the assessment of the teacher’s professional performance in relation to the instructional framework rubrics (Appendix C-10). The teacher shall be provided an opportunity to submit evidence and artifacts for consideration prior to and during the conference.
D. Observation Reports

1. Following the post-observation conference where the observation notes, the evaluator’s notes from conferences, and artifacts and evidence have been discussed, the evaluator will promptly document (generally within ten (10) school days unless there are extenuating circumstances) the results of the formal observation, using the negotiated form (Appendix C-14, Observation Report/Final Evaluation Report).

2. The evaluator shall assign ratings on the Classroom Teacher Observation Report/Final Evaluation Report (Appendix C-14) to all individual components based on the evidence collected by the time the second observation report is prepared. If a component is marked as “No Rating at this time” after the second observation, the evaluator and employee will collaborate to identify specific recommendations for collection of evidence for that component. If there is an area of concern (rating of 1- Unsatisfactory or 2- Basic), the evaluator will identify, in writing, specific concerns for the applicable criteria and components, and provide specific recommendations for improvement.

3. The teacher and evaluator will both sign the final observation report (Observation Report/Final Evaluation Report, Appendix C-14). The teacher’s signature does not signify agreement with the observation report. The teacher will receive a copy of the completed, signed form. The teacher may attach written comments to the observation report. Ten (10) days shall be allowed for the employee to submit such written comment.

4. The teacher may request additional observations.

5. The second (2nd) formal observation shall occur prior to Spring Break.

E. Informal Observations

1. Informal observations may be used for the purpose of gathering artifacts and evidence for the evaluation process.

2. The evaluator and/or employee shall document artifacts/evidence on the Observation Report/Final Evaluation Report (Appendix C-14) and provide a copy to the other party within five (5) days of the informal observation; or;

3. If artifacts/evidence are submitted by either the evaluator or the employee to an electronic data collection system, the submitter will notify the other party within five (5) days of the submission.

F. Final Summative Evaluation Conference/Final Evaluation Report

1. Following the completion of the required formal observations, and no later than May 10, the evaluator shall provide the teacher with a draft copy of the Final Summative Evaluation Report (Appendix C-14,) reflecting his/her preliminary ratings for the teacher on all components and criteria being evaluated prior to a summative evaluation conference. The teacher has the right to provide additional evidence for each criterion to be scored, provided such evidence is presented prior to the summative evaluation conference. The final summative score, including the student growth impact rating, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher’s performance over the course of the year.

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2. The evaluator shall complete the Final Summative Evaluation Report (Appendix C-14) and provide a copy to the employee by June 1. The teacher will sign two (2) copies of the Final Summative Evaluation Report (Appendix C-14) to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to the final annual evaluation report. Ten (10) days shall be allowed for the employee to submit such written comment.

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

The teacher shall complete and submit the Focused Evaluation Request Form (Appendix C-15) to the evaluator for review and signature by October 15.

If a non-provisional teacher has received an overall summative evaluation score of Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation Observation Report (Appendix C-16) and the Focused Evaluation (Appendix C-17), provided that all teachers must receive a Comprehensive Evaluation every six (6) years.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher’s evaluator. The request of the teacher or the direction of the evaluator must be received in writing prior to October 15.

A. One of the eight (8) evaluation criteria must be assessed in a Focused Evaluation. The criterion area to be evaluated shall be collaboratively agreed to by the teacher and evaluator prior to, or at the first pre-observation conference, and must be approved by the evaluator.

B. Teachers on the Focused Evaluation Process shall set one (1) student growth goal. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

C. If the criterion selected for a focused evaluation has been determined to be non-classroom focused criterion, then observations will take place in another setting and a classroom based observation will not be required.

D. Employees on the Focused evaluation will be observed at least twice each year for a minimum of sixty (60) minutes in the performance of their assigned duties. As appropriate to the selected criterion, the evaluation of the teacher may include the observation of duties that occur outside the classroom setting during the teacher’s workday. Timelines for observations and conferences for the focused evaluation shall follow the process set forth in Section 4.3, Procedural Components of Evaluation, and Section 4.4 Comprehensive Evaluation Process, above.

E. The summative score is determined using the most recent Comprehensive summative evaluation score. This score becomes the Focused summative evaluation score for any of the subsequent years following the Comprehensive summative evaluation in which the certificated classroom teacher is placed on a Focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen Focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator. (Appendix C-17 – Focused Evaluation Final Summative Evaluation Report)

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F. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE
   A. The Association President will be notified when any teacher is judged Not Satisfactory on the final evaluation within five (5) school days.
   B. When a teacher is judged Not Satisfactory, the following conditions and provisions shall be granted, at the employee’s discretion, to the employee to support their professional development:
      1. The teacher’s class size will not exceed the limits established in this Agreement;
      2. The teacher shall be granted up to two (2) days of district funded release time to observe colleagues’ instruction;
      3. A mentor will be assigned;
      4. The teacher may choose to participate in a voluntary structured support plan;
      5. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
   6. Any of these support activities shall be compensated at the employee’s per diem rate of pay for any time that occurs outside the normal work day/year.

   C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient on the prior year’s evaluation, the teacher must be formally observed before October 15th the following year. If this first Formal Observation in that following year results in ongoing and specific performance concerns, the evaluator shall meet with the teacher and an Association representative to discuss the teacher’s performance prior to the second Formal Observation.

7. PROVISIONAL EMPLOYEES
   When there is concern about progress of a provisional employee as documented on an observation report form, the evaluator shall schedule a meeting with the provisional employee to occur within five (5) days after the post-observation conference. The Superintendent shall notify the Association President of this meeting. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

8. PROBATION
   At any time after October 15, a non-provisional employee whose work is judged not satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan for improvement.

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

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B. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 4.4 above.

C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.

D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
   1. The evaluation report prepared pursuant to the provisions of Article IV Section 4, and,
   2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

E. If the Superintendent concurs with the evaluator’s judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15.

F. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary by the evaluator to complete a program for improvement and evaluate the probationer’s performance, as long as the probationary period is concluded before May 15th of the same year. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative evaluation performance rating as of May 15th is below Proficient. In such case, artifacts and evidence collected during the preceding school year and during the probationary process may be used to determine the final evaluation score.

G. The Association and the teacher shall be given notice of the action of the Superintendent. Such notice shall contain the following information:
   1. Specific areas of performance deficiencies identified from the instructional framework;
   2. A specific and reasonable plan for improvement;
   3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

H. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher’s success or failure. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The plan will include a system for periodic feedback during the term of probation and will also include supports provided and funded by the district, and the dates those supports will be put in place.
I. During the period of probation, the teacher may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.

J. The evaluator may authorize one additional administrative certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

K. The probationary employee must be removed from probation at any time if there has been a demonstrated improvement to the satisfaction of the evaluator in the areas specifically detailed in his/her notice of probation and subsequently detailed in his/her program for improvement. A teacher must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. Probation may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative evaluation performance rating as of May 15th is below Proficient. A written notice will be provided to the teacher at the time this decision is made.

L. Immediately following the probationary period, unless the probationary teacher has previously been removed from probation, the evaluator shall complete a final summative evaluation and prepare a written report which shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
   1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status which results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than 5 years of experience; or
   2. That the probationary status of the teacher with five (5) or more years of teaching experience shall be extended into the following school year, or
   3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

M. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for non-renewal and shall provide written notice pursuant to RCW 28A.405.300 or 28A.405.210.

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

9. NON-RENEWAL (DISCHARGE)
When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of below Level 2 for two (2) consecutive years, after completing probation during the second year, the District shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of non-renewal (discharge) as provided in RCW 28A.405.300. (See RCW 28A.405.100(4)(c).

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

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

   B. Evaluation results shall not be:
      1. Shared or published with any teacher identifying information, with the exception that the Association will be provided such information upon request to assist the teacher and/or enforce the terms of the Agreement.
      2. Shared or published without notification to the individual and Association.
      3. Used to determine any type of base or additional compensation.
      4. Used as a form of progressive discipline.

12. PROCEDURE WHEN EVALUATION CANNOT BE COMPLETED
If a teacher leaves the District or is on leave for a major portion of the school year, evaluations may be conducted if time permits. If the teacher’s departure is planned, the evaluator and employee shall come to mutual agreement about a timeline for completing observations and a summative conference. If not all elements of the framework have adequate evidence to be scored, the reason for any omission should be noted on the summative form and no final score will be calculated. If the departure is unplanned and it is not possible to complete an evaluation, the evaluator shall document the facts. In such cases, no final summative score can be determined.

SECTION 5. CERTIFICATED SUPPORT PERSONNEL EVALUATION PROCESS
This process applies to certificated classroom teachers as defined in Section 3.2.
1. OBSERVATION CRITERIA

A. The list of criteria for employees whose main responsibility is teaching is set forth in Appendix C-1, Classroom Teacher "Observation Criteria".

B. All evaluations shall be documented on the Classroom Teacher Evaluation Report Form (Appendix C-5) or the Short Form (Appendix C). (See Article IV, Section 9 for use of Short Form.) Except on Short Forms, the evaluation shall include a narrative statement on each of the criteria. The evaluation shall acknowledge the strengths and deficiencies, if any, of the employee being evaluated.

2. REQUIRED EVALUATIONS

A. All employees newly hired by the District shall be evaluated within the first ninety (90) calendar days after commencement of their employment.

B. All employees, including new employees, shall be evaluated annually. Such evaluations shall be completed no later than June 1.

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

D. If the Superintendent contemplates recommending that an employee may be placed on probation, an evaluation shall be completed on or before January 15.

3. OBSERVATION CRITERIA

A. For the purpose of a required evaluation, each employee shall be observed at least once each semester during each school year in the performance of assigned duties. At least one observation will be pre-planned with the employee. Observation time shall total not less than sixty (60) minutes. At least one observation shall be not less than thirty (30) minutes.

B. New employees shall be observed at least once during the first ninety (90) calendar days of their employment for not less than thirty (30) minutes. Another observation will take place in the second semester. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.

C. If requested by the employee being evaluated, one pre-observation conference shall be held between the evaluator and the employee prior to the observation for the exchange of information necessary to the observation.

D. All observations of the work performance of an employee shall be conducted openly. No listening or recording devices shall be used without the knowledge and consent of the employee.

E. Following each observation or series of observations, a written observation report shall be completed, signed, and dated by the evaluator. A series of observations shall not exceed five (5) consecutive daily observations. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation, not that he/she necessarily agrees with its contents. A copy shall be given to the employee within ten (10) days of the observation. The evaluator shall meet with the employee in order to deliver copies of observation reports and to discuss them in detail. The employee shall have an opportunity to provide additional information, question the report,
and make suggestions for revision of the report, suggestions for the next observation or any related matter.

F. Informal observations of less than thirty (30) minutes in duration may also be utilized by the evaluator at his/her discretion, provided the observation is of sufficient length to allow the evaluator to adequately assess the situation being observed. The employee shall receive a copy of the Observation Report. Such informal observations shall not be utilized as the primary evidence in any non-renewal proceeding.

4. EVALUATION

A. The evaluation is the summary of the results of documented observation(s) of the employee during the evaluation process. Evaluators shall personally conduct the observations on which the evaluation is based. The evaluation results are documented using the appropriate evaluation report form referenced above, signed and dated by the evaluator. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the evaluation, not that he/she necessarily agrees with its contents. A copy shall be given to the employee at the time of the evaluation conference, which shall be held prior to June 1. The report shall be discussed in detail by the evaluator.

B. The employee shall have an opportunity to provide additional information, question the report, and make suggestions for revision of the report. Employees may submit written comment which shall be attached to the report. Ten (10) days shall be allowed for the employee to submit such written comment.

C. All evaluation reports shall be promptly filed in the employee's personnel file.

D. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas.

1. In connection with the development of such plan, consideration should be given to utilizing the services of available resource personnel to observe the employee's performance and make recommendations for improvement.

2. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator shall prepare and deliver such a plan to the employee.

3. Beginning with the development of this written plan, the employee shall have the right to have a fellow employee or an Association representative of his/her choice present as an observer.

E. Entry level new employees who are subject to three (3) year provisional status and experienced new employees who are subject to one (1) year provisional status need not be subject to probation, at the determination of the Superintendent. When there is a concern about the progress of a provisional employee as documented on an observation report form, the evaluator shall schedule a meeting with the provisional employee to occur within five (5) days after the post-observation conference. The Superintendent shall notify the Association President of this meeting. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.
5. PROBATION

A. In the event the Superintendent determines that, based on the evaluation criteria, the performance of an employee is unsatisfactory, a report shall be completed and a copy given to the employee on or before January 15. The report shall include:

1. the complete evaluation on which unsatisfactory performance has been based;
2. identification of specific areas of deficiency;
3. a specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiencies;
4. a notice of placement of the employee on probationary status beginning on or before February 1, and ending on May 1; and
5. a statement that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

B. Within five (5) days after delivery of the probationary notice, the Superintendent shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

C. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on the regular evaluation report form in accordance with the procedures set out in Sections 5 and 6 of this Article.

D. The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the Superintendent in the area(s) specifically set forth in the notice of probation. The employee shall be so notified in writing immediately, and no later than May 15. Removal from probation shall not be unreasonably withheld.

E. Probation shall not be deemed to adversely affect the contract status of an employee.

F. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for non-renewal of the employee’s contract and shall provide written notice thereof to the employee on or before May 15, pursuant to the requirements of RCW 28A.405.210. At the end of the probationary period, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor adversely affect the probationary employee’s compensation or benefits for the remainder of the employee’s contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

6. NON-RENEWAL

A. In the event the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency, the Superintendent may make a determination of probable cause for non-renewal of the employee’s contract. In the event such determination is made, the Superintendent shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210, provided that such probable cause determination shall not apply to any provisional employee.
B. Appeals on non-renewal due to probation shall be dealt with by use of the hearing process set forth in RCW 28A.405.310 with the hearing officer selected from the PERC arbitrators list. Such hearing shall not limit the authority of the School District to proceed with probationary and/or non-renewal action pursuant to the procedures established by state law.

7. SHORT FORM EVALUATION

A. An eligible employee is one who has been employed by the District for at least four (4) years with satisfactory evaluations. Said eligible employee cannot select the short form evaluation more than four (4) years in a row.

B. Short form employees shall be evaluated once per year, which evaluation shall be completed no later than May 15. Short form employees shall be observed for the purpose of evaluation at least once for a period of no less than thirty (30) minutes.

C. The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for the non-renewal of an employee's contract according to law.

D. The District is not required to use the short form evaluation.

8. PROFESSIONAL GROWTH OPTION (PGO)

The District has an alternative to the regular evaluation process known as an Professional Growth Option (PGO) in accordance with WAC 392-192 which provides for an PGO at the building level. Said PGO will not be used for disciplinary action and/or will not assist in the creation of an unsatisfactory evaluation. The PGO shall take the place of the regular evaluation.

A. The term "professional growth option" shall mean a voluntary plan by an employee designed to improve that employee's professional performance.

B. 1. Qualifications: The PGO is voluntary to all employees who have completed four (4) consecutive years of satisfactory evaluations in the District and who are eligible for the short form evaluation.

2. The number of employees entering a PGO in any school year should not exceed one-third (1/3) of the staff except at the discretion of the Superintendent. There is no minimum number of PGO participants.

3. The purpose of the PGO is to assist employees in self-directed professional development in order to encourage enhancements and improvements in teaching skills, techniques, and abilities. Professional growth is the desired outcome of the PGO. Collaborative interaction is encouraged. PGO’s are intended to provide employees with support for the risk-taking inherent in trying new ideas.

4. Providing maximum, reasonable, and non-threatening support for employees engaged in the development of or execution of PGO's shall be a primary requirement for District administrators. Administration shall attempt to set a supportive atmosphere that will provide helpful feedback, engender trust, encourage exploration, increase collegiality, and reward growth.

C. Each employee shall be encouraged to develop his/her own PGO according to the following guidelines:

1. Interested employees shall be encouraged to develop an PGO in the spring prior to the school year in which they will participate, but no later than October 1.
2. Such plan shall be developed, maintained and executed by the employee, but with administrative assistance as requested by the employee utilizing the Professional Growth Option Form (Appendix C-7).

3. If an employee changes assignment within the School District, the regular evaluation process is to be followed for the year.

4. If the employee or Superintendent observes that the PGO program is not meeting the parameters or guidelines established by the plan, either shall have the option to modify or terminate all or part of the plan and shall revert to the long form evaluation process for the balance of the year.

5. Assessment of the plan shall be done by the employee and/or others at the request of the employee. (See Appendix C-8) The only record of the use of the PGO that shall appear in the employee’s file shall be the form in appendix C-9.

6. No component of the PGO may be used to adversely affect the employee’s evaluation.

9. PROCEDURE WHEN EVALUATION CANNOT BE COMPLETED

If a teacher leaves the District or is on leave for a major portion of the school year, evaluations may be conducted if time permits. If the teacher’s departure is planned, the evaluator and employee shall come to mutual agreement about a timeline for completing observations and a evaluation conference. If the departure is unplanned and it is not possible to complete an evaluation, the evaluator shall document the facts. In such cases, no final evaluation score can be determined.
ARTICLE V - STAFF REDUCTION AND RECALL

SECTION 1. STAFF REDUCTION

A. Prior to May 15 of each year, the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified and/or reduced program and identify those employees who will be retained to implement such a modified program, and those employees, if any, whose contracts will not be renewed for the next school year. All budget information will be made available to the Association within twenty (20) days of determination.

B. If the District adopts a modified or reduced educational program because of lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified, or eliminated:

1. The needs of the students, and minimum program requirements under state laws and regulations.

2. Where revenues are categorical and depend upon actual expenditure rather than budget amounts, every effort will be made to maintain such programs, where reasonable, to the limit of the categorical support (e.g., vocational education, federally supported programs).

3. Maintenance of student-teacher ratios at levels conducive to good learning climate. The severance of certified employees will be minimized to the extent possible.

4. Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic educational program and staff as possible within the resources.

5. The Association shall be encouraged to give input to the Board so as to minimize the impact of reduction-in-force on the District's educational program and on the employees of the District.

C. In adopting a modified and/or reduced educational program which will require elimination of positions involving employees, the employees required to implement the educational program or services shall be selected as hereinafter provided.

1. All teachers will be listed from the most the senior teacher in experience to the least senior teacher in experience, using these criteria:

   a. In-state teaching experience.

   b. In case of a tie of in-state teaching experience, the teacher with the most in-district experience shall retain seniority.

   c. In case of a tie in in-district experience, the teacher with the most total experience shall retain seniority.

   d. In case of a tie of total experience, the teacher with the most academic credits on file with the district for the current school year shall retain seniority.

   e. In case of a tie in credits, a drawing of names by a third party outside the district shall be conducted in the presence of representatives of the Board and the interested parties. Those affected by the drawing may be present. The first name drawn shall have seniority.
2. Attrition: In an effort to eliminate unnecessary non-renewals or involuntary terminations, the Board shall first determine the total number of employees leaving the District for reason of a) retirement, b) family transfer, or c) normal resignations. The Board shall fill vacancies from existing staff when at all possible before implementing any mandatory employee reduction policy.

3. Certification and Endorsement: Employees retained to implement the modified and/or reduced educational program, as determined by the Board, shall possess a valid Washington State Teaching Certificate or endorsement(s) as may be required for the position to be filled.

4. Seniority Grouping: Employees will be grouped by seniority district-wide as to State Certification:

5. By September 30 of each school year, the District will publish and distribute to all teachers and the Association a list ranking teachers as outlined above. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent and the Association objections to the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, it shall be done in writing within five (5) days of receipt, and the individual and the Association will be provided with copies thereof.

6. An employee in a position identified for reduction may be retained within classes/programs that have not been identified for reduction, if she/he has more seniority than an employee who is currently assigned that position, and is qualified for such position.

An employee must possess an appropriate and valid Washington State Certificate.

When more than one (1) person qualifies for a teaching position, then consideration shall be given to the flexibility of the employee within the District's curriculum needs, as determined by the Board of Directors in order to determine the certificated individual to be terminated.

7. If the only employees to be laid off are provisional employees, the above procedures need not be implemented except where ties exist among provisional employees.

8. If educational programs and services of the District are to be modified because of lack of financial resources, the following guidelines shall be utilized in determining the program and services to be retained, modified, or eliminated:

The effect upon the student in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reductions upon the student. The non-renewal of employees will be minimized and retention of employees shall be a District priority.

Non-renewal of employees will be minimized by making adjustments wherever practical in the following categories:

Capital outlay
Travel
Contractual services
Maintenance and operation
Other services
Supplies and materials
Instructional materials
Cash reserves and contingency funds
Extracurricular activities

SECTION 2. EMPLOYMENT POOL/RECALL

A. All employees, who are not recommended for retention in accordance with these procedures, and who are given notice of non-renewal of contract, shall be placed in an employment pool for possible re-employment for a period of two (2) years. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines hereinbefore set forth (Refer to Article V, Section 1.C.). Members of the pool shall have first priority for substitute positions.

B. When a vacancy occurs for which any person in the employment pool is qualified, notification to such individual will be made by certified mail or personal contact by the Superintendent. Such person will have eight (8) days from the receipt of the letter or from the date of personal contact to accept the position in writing.

C. If an employee in the employment pool fails to accept a full-time position for which he/she is eligible, pursuant to the criteria hereinbefore set forth, such individual shall be dropped from the employment pool. In the event an employee accepts a non-continuing contract in another district from which he/she cannot be released, he/she shall apply for and receive an unpaid leave of absence from the district.

D. Teachers who were previously assigned to full-time teaching positions shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position. The employee shall apply for and receive an unpaid leave of absence for the portion of the FTE status that is unfulfilled.

E. Employees within the employment pool may pay their total medical insurance premiums to the District, and in turn, the District will forward the money to the appropriate medical payment center so that members of the employment pool and/or their dependents will be included within the group medical insurance to the extent permitted by the insurance carrier.
ARTICLE VI. - INSTRUCTIONAL/LEARNING ENVIRONMENT

SECTION 1. PREPARATION TIME

A. Elementary Preparation Time shall be the time during which specialists are covering classes. All full-time elementary employees shall be granted each day a continuous block of time equivalent to the normal corresponding secondary class period.

B. Secondary Preparation Time: Each secondary employee shall be provided one class period of preparation time each workday during the student day.

C. Part time employees will be granted a proportional amount of preparation time in addition to their instruction time based on the following criteria:

1. for part-time secondary staff preparation time is determined by how many periods are taught out of five (5).

2. for part time elementary staff preparation time is determined by how many minutes are taught out of 275.

D. The FTE and allotted prep time for secondary and/or elementary would shift according to the scheduled high school day. The FTE for part time elementary staff may change according to actual minutes of instruction if the minutes do not correspond to secondary class periods.

Prep time is based on a fifty-five (55) minute prep period for a six (6) period day. Part time employees will be pro-rated for prep time based on their FTE status. The District and Association shall commence negotiations on preparation time if changes are to be made to the number of periods taught other than a 6 period day.

E. The thirty (30) minutes before and after school will be considered prep time that includes the availability to meet individually with parents or students and up to two staff meetings per month. These staff meetings will be calendared at the beginning of the school year. Meetings with administrators may be scheduled during this time with employee agreement.

F. Employees will be paid for loss of preparation time when used as a substitute during their preparation period. Substituting is voluntary and solely at the discretion of the employee. The affected employee shall be compensated for one (1) hour at the employee’s per diem hourly rate for any portion of each preparation time that is lost.

G. The District will make every effort to ensure that teachers have uninterrupted usage of their primary working space/classroom during their preparation time.

H. The District may request an employee to take on an assignment of students during their scheduled preparation time. If an employee voluntarily agrees to teach a regularly scheduled class during their preparation period, the Superintendent shall consult with the Association President to ensure the appropriate amount of compensation is provided. In such circumstances, the affected teacher will be issued a supplemental contract for a proportional FTE to compensate them for the additional assignment and for moving their preparation time outside their contracted work day (i.e. if there is a 6 period day, and teachers teach 5 periods, a supplemental contract equivalent to a .20 FTE).

I. When a teacher agrees to have an individual/small group of students (3 or fewer) assigned to work independently in the teacher’s room during his/her preparation time, and no other employee is directly supervising the student(s), the teacher will be paid a stipend for supervision based on the rate of one thousand dollars ($1000) per semester, prorated for the number of days the student(s) are actually in the teacher’s room. The teacher shall submit a time sheet for payment.
J. When an individual/small group of students is supervised by a paraeducator, and a teacher agrees to allow their classroom to be used for instruction during their preparation time, the affected teacher will be paid their hourly per diem rate for each hour the student(s) is/are present in their room during their preparation time. The teacher shall submit a time sheet for payment.

SECTION 2. STUDENT DISCIPLINE

A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently.

B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employees' requests regarding discipline problems. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and others is supported by the Administration. In the exercise of authority, an employee may use reasonable and professional judgement concerning matters not provided for by specific policies adopted by the Board and not inconsistent with State and Federal laws or regulations.

1. Expectations of Employees
   a. Employees have a responsibility to help ensure a safe and secure environment for their students.
   b. Employees are not expected to place themselves in harm’s way.
   c. Employees are expected to use their best professional judgment about what action to take based on their own capabilities their level of training and confidence, and the situation they are facing.
   d. When a student or students have been removed from class and sent to the office, the teacher must immediately notify the principal or designee; and the principal or designee shall meet with the student as soon as possible to ensure the appropriate steps are followed/enforced.

2. Expectations of Principals:
   a. Within the first week of school, the principal shall distribute to staff and explain the discipline procedures of the school building and the policy of the District relating to discipline.
   b. The principal or designee will be available during the school day to handle student discipline problems.
   c. The principal or designee will respond immediately to requests for assistance with discipline issues within a classroom, or elsewhere in or around the school.

C. Upon employee request, a conference between student, parent/guardian, principal, and the employee will be held to discuss future behavior expectations of the student and may result in a formal reentry plan or behavior contract.

D. In accordance with State law, each employee shall have the authority to impose discipline upon a student for misconduct that has violated written rules of the school district and/or individual classroom.
E. Any student who creates a disruption of the educational process in violation of the building or District disciplinary standards in accordance with Board Policy 3241P while under an employee’s immediate supervision may be excluded by the employee from the employee’s individual classroom, instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and employee have conferred, whichever occurs first. Both parties recognize the state and federal regulations under the Individual with Disabilities Act (IDEA) shall be honored.

F. Except in emergency circumstances, the employee must first attempt one (1) or more alternative forms of corrective action in accordance with Board Policy 3241P. In no event without the consent of the employee may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) student days, or until the principal or designee and the employee have conferred. The parties recognize that students who have an Individualized Education Plan (IEP) will be subject to the procedures/ steps identified in the IEP.

G. The employee shall have the right to recommend to administration a change in duration to suspension and/or expulsion for misconduct based upon the severity of the infraction.

H. Nothing in this section prevents the District, if it has suspended or expelled a student from the student’s regular school setting, from providing educational services to the student in an alternative setting or modifying the suspension or expulsion on a case-by-case basis.

I. In cases of verbal or physical abuse/threats, including racist and hate speech, the District shall consider such offenses as exceptional misconduct and shall consider the appropriate disciplinary step to be imposed when such conduct warrants.

J. The District will schedule parent conferences, student investigations, and/or re-entry conferences regarding discipline during the day or immediately prior to or after the student day. Employees, when required to attend, will be provided a substitute if one is needed. Employees may also arrange to have an association representative attend the meeting with them.

K. Legal Redress: The District shall support any teacher in seeking legal redress for violations of the law committed by students, members of the public, or staff who verbally or physically abuse staff while he/she is performing contracted duties. Such support shall be evidenced through providing information to aid the teacher in obtaining a restraining order and/or the services of the County Prosecutor for purposes of processing the case.
SECTION 3. CLASSROOM VISITATION
To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

1. All visitors to a classroom shall obtain the approval of the Superintendent and the time will be arranged after the Superintendent has conferred with the employee.

2. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

3. If a dispute arises regarding limitations or withholding of approval for visits, the superintendent shall first exclude the visitor and shall discuss the matter with the employee.

4. If at any time a visitor interferes with the teacher carrying out his/her duties, the teacher has the right to have the person removed immediately from the classroom.

SECTION 4. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM
A. Employees shall enjoy the right to academic freedom and investigation free from interference and restraint within the guidelines established by the District. Employees shall be free to present instructional materials and to interpret facts and ideas within the instructional program and curriculum as determined by the District, the Superintendent of Public Instruction, or the State Board of Education.

B. When discussing controversial issues, employees shall determine the method of presentation, provided the employee shall make every effort to effect an objective balance of biases, divergent points of view, and afford an opportunity for exploration by students into all sides of the issues. Students shall be encouraged to express their own views, to respect one another's rights and opinions, and to reach their own conclusions.

SECTION 5. OTHER DUTIES
A. Employees shall not be requested or required to drive students to activities in their own vehicles. Employees who drive students to activities in school vehicles shall be insured by the District policy.

B. Certificated staff will not be required to provide recess coverage; the District will provide non-certificated coverage for all scheduled recesses.

SECTION 6. IN-SERVICE
Prior to the end of each school year, a team consisting of an administrator, secondary teacher, elementary teacher, instructor of special services, and a specialist will meet to discuss the inservice plans/needs for the following year.

SECTION 7. PLANNED EARLY RELEASE
A. All employees shall be granted early dismissal (1:30) one (1) day at the end of each grading period for the purpose of calculating/recording grades. Teachers who do not have a grading period on these early dismissal days shall participate in staff development activities. On such days, the employee shall stay until the normal dismissal time.
B. If the District determines that a weekly early release day will be scheduled during a school year, students will be released at 1:30 pm to allow for staff professional development and collaboration from 1:45 to 3:00 pm, with the exception of the grading days noted in (A) above. The District shall provide a minimum of twenty (20) clock hours annually for staff development activities, including STEM integration training, during weekly early release time and District professional development days.

C. To allow for parent-teacher conferences twice per school year, students will be released at noon (12:00 pm) for three (3) consecutive days on a Wednesday, Thursday and Friday. Wednesday and Thursday will be used for conferences from noon to 3:30 pm. One of these conference days will extend to 7:00 pm with a thirty (30) minutes dinner break. Employees will be given early release at noon (12:00 pm) on the Friday early release day in exchange for the evening conference time.

D. In the event that there are more conferences needed due to larger class sizes (based on 30 minutes per conference), the employee will work with the District to schedule substitute time, or additional time outside the contracted day paid at the employee’s per diem rate of pay (at the employee’s preference) so that the employee can conduct the additional conferences.

E. Students will be assigned to one teacher for the purpose of payment for extra conferences, except for students with IEPs, in which case both the Special Education teacher and the general education teachers may submit the conference time for payment.

SECTION 8. WORKLOAD/CLASS SIZE

A. The Parties recognize that a reasonable student-teacher ratio is desirable for effective teaching. It is also understood that in certain situations absolute minimums and maximums cannot be maintained. As a goal, combination classes shall not exceed 26 students. When class size becomes excessive, the District, the Association and the employee(s) involved shall meet to determine necessary actions. Primary consideration will be given to increasing staff and increasing preparation time. Elementary teachers having combination/multi-grade classrooms will be given extra support such as extra preparation time, paraeducator support, and/or monetary compensation. The determination of what extra supports are needed shall be made by the TEA and the administration.

B. If circumstances require a secondary employee to teach regularly more than one (1) subject in any one (1) period or to prepare regularly for more than five (5) different classes in any one day, the employee shall receive a stipend of five hundred dollars ($500) per semester for the additional work.

C. Supplemental employment agreements for services in excess of normal “full time” assignment shall be paid in accordance with the negotiated salary schedule (Appendix A).

D. Special Education Resource Room teachers shall be compensated for six (6) hours per IEP student on their caseload, as determined on the official November enrollment count (P223H). The compensation will be at the employee’s per diem rate and is given in recognition of extra hours worked. Payment will be allocated over the remaining pay periods of the contract.
E. The District will schedule IEP meetings during the day or immediately prior to or after the student day. Employees, when required to attend, will be provided a substitute if one is needed. If an IEP meeting extends more than 30 minutes beyond the contracted workday, the employee will be paid at their per diem rate for all time worked beyond the contracted workday.

SECTION 9. ROOM TRANSFER

A. If the District finds it necessary to transfer teachers from one room to another, the District shall provide a minimum of two (2) days for the purpose of packing, unpacking, arranging and developing the teaching environment in the new area. Heavy items such as furniture, boxed curriculum, shelves, etc. will be moved by the custodial staff. Additionally, the administration shall help to coordinate custodial staff to be available to assist in moving heavy items within the new classroom. The rate of pay will be the employee’s hourly per diem rate and will be paid upon submission of an “Extra Work Hours” claim form in the next pay period. Teachers who transfer rooms voluntarily, shall receive one (1) day of pay rather than two (2).

SECTION 10. SUPERVISING STUDENT ACTIVITIES OUTSIDE SCHOOL HOURS

A. Employees who supervise or direct student activities (such as dance chaperone, a school sponsored art show, a school sponsored science fair, a school sponsored health fair, STEAM night, music and band concerts, field trips, or a school sponsored book fair) outside the school hours will be compensated the base per diem hourly rate (refer to Appendix A). Each FTE can be reimbursed up to four (4) hours maximum per contract year. Off-campus school sponsored activities may have an additional employee who is paid for supervision during set up of an activity. (A school sponsored activity or event is one that has been approved by the Superintendent or designees.)
ARTICLE VII. LEAVES

SECTION 1. SICK LEAVE

A. At the beginning of each school year each employee shall be credited with an advance sick leave allowance of twelve (12) days (per F.T.E.) with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability, or for illness of a child under the age of eighteen. Sick leave will be deducted in full-day or half-day increments. Sick Leave may be deducted by half-hour increments when a substitute is not required. Each employee’s portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.

B. Upon request, family illness leave with pay shall be granted when necessary for a serious illness in the employee’s immediate family. Immediate family shall be understood to include spouse, domestic partner, child, sibling, parent and spouse’s parent or other household member or dependent living in or out of the home. The Superintendent, at his/her discretion, may request such verification of family illness as he/she deems advisable. Such leave shall be taken from accumulated sick leave.

C. Absence due to injury incurred in the course of District employment may be compensated for in the following manner: for absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a pro-rated portion of sick leave can be used, which when added to any of the above compensation shall equal, but not exceed, the employee’s regular salary. When the employee receives his/her Workmen's Compensation coverage benefits, he/she will be required to buy back sick leave benefits.

D. An employee shall be allowed sick leave for personal medical, dental, or optical appointments; or for immediate family members’ appointments.

E. At the end of each month the District will provide each employee with an accounting of his/her accumulated sick leave hours and hours taken during the period covered by the pay stub. A similar accounting of personal leave for the current school year will also appear on the pay stub.

F. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District and in compliance with RCW 28A.400.300.

SECTION 2. SICK LEAVE CASH OUT

A. The District shall maintain an attendance incentive program (Sick Leave Cash Out) for all employees in the following manner:

1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to cash out such unused leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) full days of accrued sick leave. Sick leave which has been cashed out shall be deducted from accrued sick leave. No employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one (1) day per month.

2. At the time of separation from the District due to retirement or death, an eligible employee or his/her estate shall receive one (1) day's pay for each four (4) days accrued sick leave.
In addition, in compliance with WAC 392-136-020, employees who separate from employment with the school district and are at least age fifty-five years of age may cash out sick leave as noted above, provided that the employee:

- has at least ten years of service under Teachers' Retirement Plan 3 as defined in RCW 41.32.010(40)
- OR
- has at least fifteen years of service under Teachers' Retirement Plan 2 as defined in RCW 41.32.010(39).

B. Moneys received under this section shall not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

C. The District will provide access to sick leave buy back and VEBA as provided in RCW 28A.400.210. Annual participation in the plan is in accordance with the state statute.

1. For annual sick leave cashout under A.1 above, the Association will conduct a vote each year of all employees in the bargaining unit by November 1 and will inform the District of the decision to either cash out the sick leave or to move it into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-1).

2. For cashout of sick leave upon retirement under A.2 above, the Association will conduct a vote annually by February 1 of the eligible membership who will be retiring that year. The Association will notify the District of the results of the vote regarding whether to cash out sick leave or move it to the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-2).

SECTION 3. SICK LEAVE SHARING

Employees may donate sick leave to another employee subject to the following:

1. The donating employee must have an accrued sick leave balance of more than twenty two (22) days

2. The donating employee cannot make a donation which would result in his/her sick leave account going below twenty two (22) days.

3. To qualify for days under this provision, a receiving employee must comply with the following conditions:

a. he/she must suffer, or have a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, is sick or temporarily disabled because of pregnancy disability, needs time for parental leave to bond with a newborn, adoptive or foster child, has been called to uniformed service or emergency volunteer service, or is a victim of domestic violence, sexual assault or stalking which has caused, or is likely to cause, the employee to either go on leave without pay or terminate employment;

b. the superintendent/designee determines that the receiving employee’s absence and the use of shared leave are justified; a doctor’s note, or notice from the appropriate military, emergency, or law enforcement agency, shall be provided that will verify the employee’s condition.

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c. the employee receiving shared sick leave is allowed to maintain up to 40 hours of applicable leave in reserve and still be eligible for shared leave. Use of shared leave may be used intermittently and on nonconsecutive days, as needed by the affected employee. If donated leave is used for parental leave, it must be used in the sixteen (16) weeks following birth or placement or after pregnancy disability has resolved (within one (1) year after birth).

d. the employee has abided by District rules regarding sick leave use.

5. The Superintendent/designee shall monitor the amount of leave, if any, which an employee may receive under this section. The receiving employee may not receive more than five hundred and twenty two (522) days of donated sick leave, however, the District may authorize the receipt of leave in excess of five hundred and twenty two (522) days in extraordinary circumstances.

6. An employee who receives leave under this section will retain his/her status as a District employee.

7. Donating employees will complete a form and submit the form to the District.

8. A team of one (1) staff member, one (1) board member, and one (1) administrator shall meet to determine that the receiving employee’s absence and the use of shared leave are justified.

SECTION 4. MATERNITY/PATERNITY/ADOPTION LEAVE

Maternity/Paternity/Adoption leave shall be allowed employees for the purpose of childbirth/adoption provided that:

The employee notifies the District, when appropriate and possible, by written notice at least thirty (30) days prior to the commencement of the leave, which notice shall state the expected date of return to employment.

In compliance with the Family Medical Leave Act (FMLA), as hereafter amended, leave shall be granted at the option of the employee. Additional leave days shall be granted if advised by the employee's personal physician. All paid leave under this section shall be under sick leave.

SECTION 5. EMERGENCY LEAVE

A. Emergency leave of up to five (5) days with pay shall be granted for emergencies within the immediate family which have been suddenly precipitated, are of such a nature that preplanning is not possible, or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be deducted from sick leave.

B. When school is in session, weather conditions for local travel to and from school shall not be a valid reason for emergency leave.

C. In order to be considered for emergency leave, the written application to the Superintendent must be made within fourteen (14) days of the return to work. Leave will be granted by the Superintendent based on the above criteria.

SECTION 6. BEREAVEMENT LEAVE

Five (5) days shall be granted, with pay, for bereavement of family members and domestic partners. Up to one (1) day shall be granted, with pay, for attendance at a service for students, former students, colleagues, or close friends. Additional leave may be granted by the Superintendent for bereavement. The purpose of bereavement shall be to attend the funeral and/or to make family arrangements of estate and/or settlements.
SECTION 7. MILITARY LEAVE

A. Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the employee shall retain all seniority as though employment had been continuous in the District. Upon return from leave, the employee shall be reinstated to employment status no later than the beginning of the next school year, or sooner if an appropriate vacancy exists. Military leave is construed as regular service in regard to salary increments.

B. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence for a period not exceeding twenty one (21) calendar days during each year. The employee shall receive his/her regular District pay and there shall be no loss of privileges or sick leave to which he/she might otherwise be entitled according to RCW 38.40.060.

SECTION 8. JURY DUTY AND SUBPOENA LEAVE

A. Leave of absence with pay shall be granted for jury duty. Any expense reimbursement received by a staff member for jury duty performed on a contract day shall be retained by the employee.

B. An employee shall be granted leave with pay as may be required by subpoena, and shall turn over to the District any compensation received for his/her services, excluding transportation, when the employee is the party in such action while in the performance of his/her employment duties or if subpoenaed by a public agency. Such leave shall not include subpoenas for self initiated nor Association initiated legal cases against the District.

SECTION 9. PERSONAL LEAVE

A. Employees shall receive three (3) personal days per year with a maximum accumulation of five (5) days. Such leave will be granted with pay. Prior notice of five (5) working days shall be given for personal leave unless emergency does not permit. Employees will not be required to state reasons for such leave other than that they are taking it under this section.

B. The Superintendent may limit personal leave to no more than two (2) elementary employees on any one day and no more than two (2) secondary employees on any one day.

C. Employees shall be given the option to cash in any unused personal day(s) each year at the employee’s per diem rate of pay. Notification of intent to cash out unused leave must be given to the Fiscal manager by August 1st. In addition, any days that accrue above the five (5) day accumulation limit shall be automatically cashed out at the employee’s per diem rate of pay and paid in the September paycheck. Alternatively for annual personal leave cashout, the Association will conduct a vote each year of all employees in the bargaining unit by May 31 and will inform the District of the decision to either cash out unused personal leave days or to move the cashout amount for each employee into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-3).

D. Employees may have the option of using up to one-half (½) day of personal leave (per calendar year) in hourly increments only when a substitute is not required.
SECTION 10. ATTENDANCE AT MEETINGS AND CONFERENCES

Requests by employees to attend meetings and conferences or to visit other schools may be granted upon written request to the Superintendent. Such leaves, if granted, shall be without deduction of pay and with reimbursement of approved expenses.

SECTION 11. OTHER LEAVE WITHOUT PAY

A. An employee who is unable to perform his/her duties because of personal illness, maternity or other disability, as certified by a physician, may upon request be granted a leave of absence without pay at the exhaustion of sick leave. Application for leave and application for renewal of leave of absence for such conditions shall be made in writing to the Superintendent. The written request for the leave shall include a statement of the expected date of return to employment. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his/her attending physician.

B. Leave without pay may also be granted for study, travel, teaching in another school district, working in a related field, Association or Association related activities, or other reasons approved by the Board.

C. Employees who are on a one year leave will notify the Superintendent in writing by April 1, whether or not they intend to return.

D. Employees who have been granted a semester leave will notify the Superintendent in writing by December 1 (first semester) or April 1 (second semester) whether or not they intend to return.

E. Failure to respond in writing by the stated date shall result in termination of employee's status with the District.

F. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

G. Experience credit will not be earned by employees on leave without pay.

H. Leaves for these conditions may be renewed annually.

SECTION 12. 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 which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours, in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Commencing January 1, 2021, if paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is authorized, the District shall maintain health insurance benefits during periods of approved PFML leave.
ARTICLE VIII. FISCAL

SECTION 1. WORKDAY

A. All employees may be assigned appropriate starting and dismissal time, providing their normal workday shall be no longer than seven and one-half (7.5) consecutive hours, including a continuous forty (40) minute duty-free lunch period, and no employee shall normally be required to report for duty earlier than 8:00 AM nor remain on duty later than 3:30 PM. The length of the assigned workday shall be substantially equivalent for all employees.

B. Inclement Weather Dismissal: In regard to delayed opening and/or early dismissal days due to emergencies or inclement weather conditions, the workday of employees shall begin thirty (30) minutes before the scheduled student starting time on each day, and shall end thirty (30) minutes after the scheduled student dismissal time on each day.

SECTION 2. WORK YEAR

A. The work year covered by this Agreement shall consist of one hundred eighty (180) state funded days. The association will be represented on committees recommending school calendars. The school calendar for the subsequent school year shall be completed by May 30.

B. The District shall schedule four (4) District directed days during the school year. These days will be negotiated as part of the school calendar and shall consist of the following:

1. One (1) opening day to be scheduled prior to the first student day that will include district/building meetings.

2. One (1) day to be scheduled prior to the first student day that will be used for evaluation training, reviewing building procedures, and classroom preparation.

3. One (1) day to evaluate student progress and to align student needs with curriculum. This day shall be scheduled in hourly increments, to be determined by employees. This day will be funded as the state Professional Learning Day.

4. Beginning in the 2020-21 school year, there shall be one additional (1) Professional Learning Day annually. If the Legislature rescinds funding for any of the three (3) Professional Learning Days after the 2020-21 school year, up to two (2) days may be suspended until funding is restored. One (1) day may be scheduled as a full day or in hourly increments, as mutually agreed to between the Association and the District.

In compliance with RCW 28A.150.415, the District must provide at least one (1) day annually to train employees in one or more of the following topics:

- Social-emotional learning,
- trauma-informed practices,
- recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, antibullying strategies, culturally sustaining practices, racial literacy, equity, cultural responsiveness, and stereotype threat for purposes of closing persistent opportunity gaps.

These four (4) days will be paid at the employee’s per diem rate in a supplemental contract over twelve (12) months.
C. Part-time employees will receive pay when required to work beyond a normal working day. An example of such would be workshops with required attendance. The hourly rate of pay in such cases is each employee’s per diem rate per hour and shall be paid upon submission of an “Extra Work Hours” claim form in the next pay period.

SECTION 3. SALARY SCHEDULE

A. The salary schedule will be the negotiated salary schedule (Appendix A).

B. If an overpayment or underpayment in salary is discovered, the affected employee and the Association shall be immediately informed, and shall be provided a detailed documentation of the discrepancy. Before any adjustment is made, the Association shall have the opportunity to meet with the Superintendent to review the calculations used to determine the increase or decrease. If the error is an underpayment of the employee, the employee shall be reimbursed within five (5) days. If the error is an overpayment of the employee, the Association, the District, and the employee shall determine the method and schedule of repayment through a written memorandum of agreement.

C. Employees shall be placed at the appropriate step on the salary schedule.

D. Experience steps will be given for all verified experience in public schools including time earned as a substitute and for experience in accredited private schools.

1. This applies to in and out-of-state experience.

2. Experience steps (increments) will be given each year in accordance with the salary schedule.

3. When an employee's total years of experience includes a fractional part of a year, rounding to the next higher full year step will occur when that fraction equals or exceeds one-half (.5).

E. It is mutually agreed that the criteria for award of degree credits shall be as follows:

1. Credit for education experience will be given automatically when evidence of such credit is filed with the District.

2. Such evidence should be in the form of official college transcripts or grade reports and filed with the District's business office by September 10. When grade reports are utilized, transcripts will need to be provided within 60 days. If, for some circumstance beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. One quarter hour of college credit is the equivalent of 10 clock hours, and one semester hour of college credit is the equivalent of 15 clock hours. Eligibility of credit/clock hours shall follow the rules of the Professional Educator Standards Board (PESB). When an educator moves from another Washington State school district, all clock hours/credits accepted by the prior district shall be accepted by the Thorp School District.

3. For employees who hold or who earn a Master's degree, all credits earned after BA+45 shall be counted as if they were earned after the Master's degree.

F. Education and experience credits shall be paid on the October paycheck and shall be retroactive to September 1.
regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service.

H. Vocational CTE placement for non-degree holding certificated employees on the salary schedule will be credited with experience at the rate of one (1) year on the schedule for each two (2) years of full-time industry experience in fields approved by SPI as acceptable towards the vocational certificate held by the employee. The calculation for years of service for these employees will include all years worked within the instructor’s career field, regardless of whether the service occurred within an educational setting.

SECTION 4. CLOCK HOURS

The District shall accept all clock hour and inservice credits that meet OSPI approval for clock hour and inservice credit. The credits shall count for advancement on the salary schedule. Ten (10) clock hours of inservice shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule. Clock hour documentation must be provided by the employee to the District by September 10 each year for advancement on the salary schedule.

SECTION 5. PAYMENT PROVISIONS

A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to employees on the last week day of the month. All compensation owed to an employee who is leaving the District shall, upon request, be paid within thirty (30) days after the final day of work.

B. Employees shall be paid in accordance with the salary schedule contained in Appendix A. Supplementary salaries shall be paid in accordance with the salary schedule contained in Appendix A or B, as appropriate.

C. Underpayments that are not contingent upon base salary that were submitted on time and that follow state law must be reimbursed within five (5) working days following discovery.

SECTION 6. INSURANCE

School Employees Benefit Board (SEBB) Program

1. Beginning January 1, 2020, employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program administered by the Washington State Health Care Authority. The District contribution will be equal to the state funded allocation rate and will be paid throughout the school year for all eligible employees who meet the eligibility requirements defined below. For purposes of benefits provided under the SEBB, “school year” shall mean September 1st through August 31st.

2. Benefits provided by the SEBB will include but not be limited to:
   1. Basic Life and accidental death and dismemberment insurance (AD&D)
   2. Basic Long-term Disability
   3. Vision
   4. Dental including orthodontia
   5. Medical Plan
Employees will also have the option to:

1. enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected.
2. utilize payroll deduction for any optional insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).
3. voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).

3. **Employee Eligibility:** All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year.

4. **Dependent Eligibility:** Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee’s spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

5. **Calculation of Hours:** All hours worked during the school year as a school district employee, regardless of position or bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

6. **Paid Leave:** Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

7. **Unpaid Leave:** Employees on unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met or will meet the 630-hour requirement during the school year. An employee on unpaid leave who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year will have the option of self-paying the employer and employee portions of the premium and continue their benefits for a maximum of 29 months.

8. **Benefit Enrollment/Start:** Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee’s benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive year, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

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9. Plan Year/Benefit Coverage Period

The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. Any employee terminating employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee’s full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st. The District shall pay their portion of the employee premium as established by SEBB. Employees will be responsible for their portion of the premium. Any additional premium surcharges will be paid by the employee.

10. VEBA Contributions:

A. Commencing in the 2022-23 school year, the District shall contribute four hundred dollars ($400.00) by October 1 each year to each employee’s VEBA account, prorated for employees who are less than 1.0 FTE status.

B. Per Article VII, Section 2C. Sick Leave Cash Out, of the 2018-20 Collective Bargaining Agreement, employees may contribute sick leave cash out payments to VEBA accounts as follows:

“C. The District will provide access to sick leave buy back and VEBA as provided in RCW 28A.400.210. Annual participation in the plan is in accordance with the state statute.

1. For annual sick leave cashout under A.1 above, the Association will conduct a vote each year of all employees in the bargaining unit by November 1 and will inform the District of the decision to either cash out the sick leave or to move it into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-1).

2. For cashout of sick leave upon retirement under A.2 above, the Association will conduct a vote annually by February 1 of the eligible membership who will be retiring that year. The Association will notify the District of the results of the vote regarding whether to cash out sick leave or move it to the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option” (refer to Appendix H-2).

C. For annual personal leave cashout (refer to Article VII, Section 9) the Association will conduct a vote each year of all employees in the bargaining unit by May 31 and will inform the District of the decision to either cash out the unused personal leave days or to move the cashout amount for each employee into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-3).

D. Employee VEBA Contribution – The Association will vote annually by September 10th to determine whether there will be an employee contribution of 1% of each employee’s monthly base salary to that employee’s VEBA account (refer to Appendix H-4).
SECTION 7. TRAVEL REIMBURSEMENT

A. When acting in accordance with authorized duties with prior approval, transportation reimbursement for use of a personal vehicle by employees shall be at the Federal rate per mile. Employees shall be paid for up to seven and one half (7 ½) hours annually at the employee’s per diem rate of pay for attending District approved conferences, trainings and meetings on a non-contracted day or outside the contracted work day.

B. For Board approved field trips, the District will pay employee(s) who are serving as District designated chaperones their travel, meals, and lodging expenses. Review of planning and finances by the Board is necessary prior to the trip.

SECTION 8. SUPPLEMENTAL/EXTENDED CONTRACTS

All supplemental and extended contracts will be paid in accordance with Appendix B.

SECTION 9. PROFESSIONAL GROWTH FUND

A. Employees seeking District funds for their professional growth shall meet the following provisions: *(Note that the Professional Growth Fund does not require participation in the Professional Growth Option.)*

1. The District shall provide a Professional Growth Fund of three thousand five hundred dollars ($3500.00) annually. The District may increase its allocation to this fund at any time. The fund shall be used to cover expenses of professional growth not commonly covered under other District programs, or provisions, e.g. inservice, leave per Article VII, Section 11. All funds shall be utilized during the current school year.

2. Applications for professional growth funds will be received by the Committee twice yearly.
   a. October 15
   b. March 1

3. The employee or group shall make application to the District Professional Growth Committee using the agreed-upon form (Appendix E). The Committee shall authorize allocation of funds. Grants will be made directly by purchase order or by reimbursement when receipts are provided. The Committee shall have the option to request additional requirements for form and content of the Professional Growth application as it determines consistent with reasonable accountability standards. Guidelines for the Committee are given in H. below.

B. Whether the employee elects to share the process and/or results of his/her Professional Growth is the sole option of the employee, unless a funding application included a provision for publication to colleagues or District.

C. In addition to the plan itself, materials, records, and/or portfolios developed as a result of an employee’s participation in a Professional Growth, whether or not funded by the District, shall be the sole property of the employee and shall not be retained in the employee’s personnel file or used by the District in any way in its evaluation of the employee, except to note that the employee has voluntarily entered a professional growth plan.

D. For funded Professional Growth that involves student participation, if the Superintendent observes that the program is not meeting the parameters of the guidelines set up in this section, the Superintendent will work with the employee to improve or terminate the program within a reasonable amount of time.
E. Professional Growth Committee Guidelines

The Superintendent/Designee shall establish a voluntary Professional Growth Committee each year.

1. **Membership**: Three (3) persons: At least one (1) employee who works with elementary students and one (1) employee who works with secondary students and at least one (1) District administrator. The designated staff development person may be one of the employee members or an ex officio (non-voting) member of the Committee.

2. **Conflict of Interest**: An employee who volunteers to be on this Committee shall not apply for professional growth funding during his/her term of service.

3. **Term of Service**: One (1) year.

4. **Meetings**: Within ten (10) days of receiving written application(s), the Committee will meet to review proposals. Within five (5) days following this meeting, the applicant(s) will receive written response to his/her/their proposal(s).

5. **Records**: The Committee shall keep complete records of applications and grants awarded. The Superintendent shall be accountable for such records from year to year, but may delegate the record-keeping responsibility as appropriate.

6. **Grants**: The Committee shall award grants as it sees fit, within the definition and scope of this section. There is no requirement that all funds be expended annually, but the Committee is expected to encourage a high level of participation in Professional Growth. In the event all funds have been expended and the Committee believes a project should be funded, the Committee may elect to present the project to the Board for consideration.

**SECTION 10. NATIONAL BOARD CERTIFICATION/CERTIFICATION**

At the beginning of each school year, affected employees will inform their building administrator of their intentions to submit for National Board Certification. The District shall provide two (2) days of release time for each employee that submits a National Board Portfolio and takes the National Board test. The District shall pay for the substitute for the release time. A substitute teacher must be available in order for these days to be taken. If no substitute is available, the teacher may elect to be paid for up to 2 days at per diem for time outside the contracted day.

**SECTION 11. CLASSROOM SUPPLIES**

Each employee shall be reimbursed for up to two hundred fifty dollars ($250.00) per year for the purpose of purchasing instructional materials and supplies. Reimbursement requires submission of itemized original receipts with proof of receipt of the items. No employee shall be denied reimbursement if the employee has met these requirements for reimbursement.

**SECTION 12. EXTENDED CONTRACTS**

A. The following position will be provided with additional compensation for responsibilities beyond the base contract. A supplemental contract shall be issued for the following position annually:

   Student Services Coordinator  20 days

B. These days will be mutually scheduled between the employee and administrator.

C. Extended contracts will be pro-rated in accordance with the employee’s program FTE.
ARTICLE IX. - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

A. A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

B. A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.

SECTION 2. RIGHTS

A. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter with the Superintendent and to have the problem adjusted without the intervention of the Association, as long as the Association is in attendance at these discussions and such disposition is not inconsistent with the terms of the Collective Bargaining Agreement.

B. A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

SECTION 3. PROCEDURE

An appointed member of the TEA will be present at all meetings related to the grievance. Whenever possible this should be the same person throughout the grievance process.

Step 1:
A formal grievance shall be written and filed with the Superintendent within twenty (20) days of the occurrence of which the employee complains or twenty (20) days of the time when the employee learned of the occurrence of which he/she complains, whichever is later. Within five (5) days of receipt of the written grievance, the Superintendent shall meet with the grievant, who may be accompanied by a representative of the Association, to resolve the grievance. Within five (5) days of this meeting, the Superintendent shall provide in writing, his or her disposition of the grievance to the grievant and to the Association.

Step 2:
In the event that the grievant is not satisfied with the disposition of the grievance, the grievant shall within five (5) days of the receipt of the Superintendent's written reply, present the grievance together with the written reply, to the Board. Upon receipt of this notice, the Board Chairman shall, within five (5) days, call a meeting of the Board to act upon the grievance and meet with the grievant, who may be accompanied by a representative of the Association. Following the meeting, the Board shall issue within five (5) days its written disposition which shall be given to the Superintendent, the grievant, and the Association.

Step 3:
If the grievant is not satisfied with the disposition of the grievance, or if no decision is made within five (5) days of the meeting the matter shall be referred to the Association. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may give written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, and submit the grievance to binding arbitration.

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Within ten (10) days after such written notice of submission to arbitration, a request for a list of arbitrators may be made to the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service by the Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Neither Party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step 2.

SECTION 4. ARBITRATION

A. The determination of the arbitrator shall be final and binding on both Parties.

B. Jurisdiction of the arbitrator: The arbitrator will be without power or authority to add to, subtract from or alter any of the terms of this Agreement. The arbitrator shall have no power or authority to rule on any of the following:
   1. the termination of services of or failure to re-employ any provisional employees;
   2. the termination of services or failure to re-employ an employee to a position on the supplemental salary schedule;
   3. any matter involving employee evaluation, provided that evaluation or probation procedures shall be subject to arbitration;
   4. any matter involving employee probation, discharge, non-renewal, adverse effect or reduction in force.
   5. Numbers 3. and 4. above shall be dealt with by use of the hearing process in RCW 28A.405.310 with the hearing officer mutually agreed to by the parties.

SECTION 5. OTHER PROVISIONS

A. Time limits may be extended in this procedure by mutual agreement when signed by the Parties.

B. Failure on the part of the District at any step of this procedure to communicate the decision of a grievance within the specific time limit shall permit the grievant to file an appeal to the next step of this procedure.

C. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the District's answer at the previous step.

D. Accelerated Grievance Filing: In order to expedite grievance adjudication, the Parties agree that any Association grievance, class action grievances, and grievances involving evaluation procedures may be initiated at Step 2 of this procedure at the determination of the grievant.

E. Any grievance that has been filed prior to the termination date of the Agreement may be processed to conclusion even if the Agreement has expired.

F. The Board and the Superintendent will cooperate with the Association in its investigation of any grievance; and further will furnish the Association such information as is requested and required for the processing of any grievance.

G. No reprisal of any kind will be taken by the District against any employee because of his/her participation in any grievance.

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H. The fees and expenses of the arbitrator shall be shared equally by the Parties. If attendance at mutually scheduled meetings, hearings or appeals relating to the grievance procedure, whether as a grievant, witness or the Association representative, requires an employee's absence from his/her assignment, (s)he shall be released without loss of pay. The Association shall reimburse the District for the cost of the substitute for the Association representative. All other expenses shall be borne by the Party incurring them.

I. Forms to be used in filing grievances shall be as in Appendix D.

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ARTICLE X. - AGREEMENT PROVISIONS FOR SUBSTITUTES

ARTICLE I. Administration
    Section 1. Definitions
    Section 2. Recognition
    Section 3. Status of Agreement
    Section 4. Conformity to Law
    Section 5. Printing/Distribution of Agreement

ARTICLE II. Business
    Section 1. Association Rights
    Section 2. Dues Deduction

ARTICLE III. Employee Rights
    Section 1. Hiring of Employees
    Section 3. Non-Discrimination
    Section 5. Personnel File
    Section 6. Employee Protection
    Section 8. Employee Responsibilities

ARTICLE VI. Instruction/Learning Environment
    Section 1. Preparation Time
    Section 2. Student Discipline
    Section 3. Classroom Visitation
    Section 4. Controversial Topics

ARTICLE VIII. Fiscal
    Section 1. Workday
    Section 2. Work Year
    Section 3. Salary Schedule
    Section 4. Payment Provisions
    Section 6. Travel Reimbursement

ARTICLE IX. Grievance Procedure
Substitutes may utilize this Article for only those Sections listed above.
ARTICLE XI—DURATION

A. This agreement shall be for a period of from September 1, 2022 through August 31, 2024.

B. **Reopeners for the 2023-24 school year**
   This Agreement shall be reopened prior to the 2023-24 school year for the purpose of negotiating salary and Legislative impact issues. In addition, each party may open for bargaining two (2) additional items.
## APPENDIX A-2 SALARY SCHEDULE 2022-2023

<table>
<thead>
<tr>
<th>Yrs of Service</th>
<th>BA</th>
<th>BA+15</th>
<th>BA+30</th>
<th>BA+45</th>
<th>BA+90</th>
<th>BA+135</th>
<th>MA</th>
<th>MA+45</th>
<th>MA+90 or Ph.D.</th>
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<td>0</td>
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<td>$54,912</td>
<td>$59,474</td>
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<td>1</td>
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<td>$52,772</td>
<td>$54,209</td>
<td>$55,694</td>
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<td>$61,462</td>
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<td>$68,994</td>
</tr>
<tr>
<td>2</td>
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<td>$53,436</td>
<td>$54,688</td>
<td>$56,487</td>
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<td>$62,143</td>
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<td>$69,693</td>
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<td>3</td>
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<td>$54,119</td>
<td>$55,587</td>
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<td>$61,825</td>
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<td>$57,732</td>
<td>$59,623</td>
<td>$64,200</td>
<td>$67,324</td>
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<td>$72,554</td>
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<tr>
<td>7</td>
<td>$57,712</td>
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<td>$60,994</td>
<td>$65,638</td>
<td>$68,849</td>
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<td>$63,072</td>
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<td>$62,933</td>
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<td>$69,987</td>
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<td>$70,347</td>
<td>$75,166</td>
<td>$78,608</td>
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<td>$64,978</td>
<td>$67,378</td>
<td>$72,258</td>
<td>$75,815</td>
<td>$72,556</td>
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<td>$78,264</td>
<td>$74,827</td>
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<td>$80,814</td>
<td>$77,188</td>
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<td>$85,993</td>
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<td>13</td>
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<td>$79,579</td>
<td>$83,426</td>
<td>$79,632</td>
<td>$84,757</td>
<td>$88,604</td>
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<tr>
<td>14</td>
<td></td>
<td>$82,092</td>
<td>$86,137</td>
<td>$82,148</td>
<td>$87,435</td>
<td>$91,316</td>
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<td>15</td>
<td></td>
<td>$84,728</td>
<td>$88,877</td>
<td>$84,782</td>
<td>$90,207</td>
<td>$94,190</td>
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</tr>
<tr>
<td>16-19</td>
<td></td>
<td>$86,912</td>
<td>$91,144</td>
<td>$86,968</td>
<td>$92,502</td>
<td>$96,564</td>
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<tr>
<td>20</td>
<td></td>
<td>$87,912</td>
<td>$92,144</td>
<td>$87,968</td>
<td>$93,502</td>
<td>$97,564</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Longevity stipends are added after any percentage increase is applied to entire salary schedule for steps 15 and 16-19. For Step 20, an additional $1000 is added to Step 16-19 amount.
APPENDIX B – EXTRA-CO-CURRICULAR SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>6%</th>
<th>7%</th>
<th>8%</th>
<th>9%</th>
<th>10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASB (High School)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASB (Junior High)</td>
<td>4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASB (Elementary)</td>
<td>4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities Coordinator (Jr. High)</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Music Director</td>
<td>6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drama (after school play)</td>
<td>4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Art Show</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class Advisor (Senior)</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class Advisor (Junior)</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class Advisor (Sophomore)</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Class Advisor (Freshmen)</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Career Technical Student Organization (CTSO) –per CTSO</td>
<td>6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Economics</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge Bowl</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>National Honor Society</td>
<td>2%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>History Day/Club</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Educator</td>
<td>6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field STEM Coordinator</td>
<td>6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Science Kit Coordinator (K-8)</td>
<td>5%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Secondary Robotics (7-12)</td>
<td>10%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elementary Robotics (K-6)</td>
<td>6%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Instructional Leadership Committee</td>
<td>4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology Committee</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WaKids- Kindergarten Teachers</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Read Across America Lead</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Back to School Bash Lead</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gingerbread House Lead</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Social Media Coordinator</td>
<td>3%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Field Day Lead</td>
<td>1%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chess Club Advisor</td>
<td>4%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Percentages in this Section are based on the base salary (BA, Step 0) of the Salary Schedule in Appendices A unless otherwise specified. An additional stipend of 2% to any advisor who chaperones and organizes students who qualify at the national level for any activity. Travel expenses will be provided by the district.

A. Payment of 1.5% of the base will be made to those employees who must spend significant time outside the workday (more than 20 hours) as an advisor for an unlisted activity. To be recognized as an advisor the employee will present a tentative activity agenda/schedule and a supervisor responsibility description to the Superintendent for approval. (Examples might be newly formed clubs, 8th grade advisor, etc.)

B. Provisions governing payment of supplemental contracts:

1. Supplemental contracts will be issued separately from teaching contracts.
2. Employees will have the following options for payment:
   a. lump sum at the end of the activity;
   b. lump sum at the end of the school year;
   c. pro-rated payment over the length of the school year; or
   d. other payment plan specified in the supplemental contract.

3. Employees will notify the District of the option selected at the time of signing the supplemental contract. Whenever a non-employee is assigned to a position listed above, it is understood the District is not bound by the above schedule nor does the Association have any rights of representation, provided the District offers the positions to current employees first. If not offered to current employees, then the District must pay the rate listed.

C. Employees asked by the Superintendent to teach professional development classes or do a training at a professional development meeting will be provided prep time proportionate to the length of class or presentation. The amount of prep time will one hour of time for each hour of presentation. This prep time will be paid at the employee’s per diem hourly rate. This will not be applicable to employees who receive a stipend for a position that includes regularly reporting or presenting to the staff.
APPENDIX C-1 - CLASSROOM TEACHER – OBSERVATION CRITERIA

1. **Instructional Skills**: Rubric (1) Uses few developmentally appropriate strategies. Rubric (2) Uses some developmentally appropriate strategies. Rubric (3) Uses a variety of developmentally appropriate strategies. Uses high level thinking skills, inquiry, hands on/manipulative, or technology to help meet objectives.

2. **Questioning**: Rubric (1) No questions asked or questions did not relate to subject being taught. Rubric (2) Yes-No responses were sought. Rubric (3) Involves students in discussion using a variety of questioning levels.

3. **Classroom Management**: Rubric (1) Has difficulty keeping students engaged. Rubric (2) Makes attempts at engaging students by utilizing classroom management techniques. Rubric (3) Keeps students engaged using classroom management techniques.

4. **Professional Preparation**: Rubric (1) Does not state objectives. Rubric (2) Objectives stated but not aligned with state standards. Rubric (3) Objectives are referred to. Objectives are aligned with state.

5. **Knowledge of Subject Matter**: Rubric (1) Subject matter knowledge is not evident. Information is confusing or incorrect. Rubric (2) Some subject matter knowledge is evident. Some information is confusing or incorrect. Rubric (3) Subject matter knowledge is evident in much of the presentation/project. Information is clear, appropriate, and correct.

6. **Handling Student Discipline**: Rubric (1) Behavior expectations are not clear, not visual, not enforced. Rubric (2) Behavior expectations are posted but not enforced consistently. Rubric (3) Has behavior expectations posted. Consistent application to all. Provides cues to misbehaving student.

7. **Assessment**: Rubric (1) No assessment. Rubric (2) Met few objectives. Assessment was not shared with the learner. Rubric (3) Met objectives. Assessment shared with learner.
APPENDIX C-2- PRE-PLANNED OBSERVATION FORM

(Employee should complete and discuss form with evaluator prior to observation.)

Employee: ___________________________ Observer: ___________________________

Date of Observation: _______________ Time/Period: ___________________________

What will your learning objective(s) be?

What Essential Learnings are being addressed in this lesson?

What will the learner do and what assessment tools will be used to check the learner's understanding?

What special techniques or other factors should be brought to the observer's attention?

How might the observer assist you in improving your teaching, style, or technique?
APPENDIX C-3 - OBSERVATION REPORT

Indicators of Engaged Learning

<table>
<thead>
<tr>
<th>Criteria</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>NA</th>
<th>Comments/Examples</th>
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</thead>
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<td>Instructional Skills</td>
<td>Uses few developmentally</td>
<td>Uses some developmentally</td>
<td>Uses a variety of developmentally</td>
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</tr>
<tr>
<td></td>
<td>appropriate strategies</td>
<td>appropriate strategies</td>
<td>appropriate strategies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Questioning</td>
<td>No questions asked or questions</td>
<td>Yes-no responses were sought.</td>
<td>Involves students in discussion</td>
<td></td>
<td>using a variety of questioning levels</td>
</tr>
<tr>
<td></td>
<td>did not relate to subject being</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>taught.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Classroom Management</td>
<td>Has difficulty keeping students</td>
<td>Makes attempts at engaging students by utilizing</td>
<td>Keeps students engaged using</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>engaged</td>
<td>classroom management techniques</td>
<td>classroom management techniques</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Preparation</td>
<td>Does not state objectives</td>
<td>Objectives are stated but not aligned with state</td>
<td>Objectives are referred to.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>standards</td>
<td>Objectives are aligned with state.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knowledge of Subject Matter</td>
<td>Subject matter knowledge is</td>
<td>Some subject matter knowledge is</td>
<td>Subject matter knowledge is</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>not evident.</td>
<td>evident. Some information is</td>
<td>evident in much of the</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Information is confusing or</td>
<td>confusing or incorrect</td>
<td>presentation/project.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>incorrect.</td>
<td></td>
<td>Information is clear,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>appropriate, and correct.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Handling Student Discipline</td>
<td>Behavior expectations are</td>
<td>Behavior expectations are posted but not</td>
<td>Has behavior expectations</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>not clear, not visual, not</td>
<td>enforced consistently.</td>
<td>posted. Consistent</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>enforced.</td>
<td></td>
<td>application to all. Provides</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>cues to misbehaving student.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assessment</td>
<td>No assessment</td>
<td>Met few objectives. A</td>
<td>Met objectives. Assessment</td>
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<tr>
<td></td>
<td></td>
<td>ssessment was not shared with the learner.</td>
<td>shared with the learner.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Observer’s Signature __________________________ Date __________________________

Employee’s Signature __________________________ Date __________________________

(Note: Employee’s signature indicates only that he/she has read and has received a copy of this observation, not necessarily that he/she agrees with the content. Employee comments may be attached within (10) days.)
Post Observation Conference

I. Training in the national and state standards:
   - No training (comments)
   - Training in one area (comments)
   - Training in at least two areas (comment)

II. Reflection of strengths, weaknesses, modifications, and evaluation of lesson and learning (comments)

III. Administrator and teacher agreed upon support recommendations (comments)

Observer’s Signature ___________________________ Date __________

Employee’s Signature ___________________________ Date __________
APPENDIX C-4 CLASSROOM TEACHER EVALUATION FORM –(Short Form)

Employee’s Name: ________________________________

Building __________________ Evaluator __________________________

Dates of Observation: ______________ Date of Evaluation ______________

1 = Meets District Criteria
2 = Does not meet District Criteria
   Note: Any “2” rating require the use of the long form.

1. INSTRUCTIONAL SKILLS: 1 2

2. QUESTIONING: 1 2

3. CLASSROOM MANAGEMENT: 1 2

4. PROFESSIONAL PREPARATION: 1 2

5. KNOWLEDGE OF SUBJECT MATTER 1 2

6. HANDLING STUDENT DISCIPLINE 1 2

7. ASSESSMENT 1 2

COMMENTS;

Evaluator’s Signature: ___________________________ Date: _____________

Employee’s Signature: ___________________________ Date: _____________

(NOTE: Employee’s signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employees comments may be attached.)
APPENDIX C-5 - CLASSROOM TEACHER EVALUATION - (Long Form)

Employee
Evaluator
Dates of Observation
Date of Evaluation

DEGREE OF PERFORMANCE

S  SATISFACTORY: Results show attainment of basic objectives in the manner reasonably expected of a well-trained individual in this classification.

N  NEEDS IMPROVEMENT: Results are generally below expectations. Performance improvement is indicated.

U  DOES NOT MEET MINIMUM REQUIREMENTS: Attainment of basic objectives has not been reached.

1. Instructional Skill:  S  N  U
demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience

2. Classroom Management:  S  N  U
demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting

3. Professional Preparation and Scholarship:  S  N  U
demonstrates evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession

4. Effort Toward Improvement When Needed  S  N  U
demonstrates an awareness of his/her limitations and strengths, and demonstrate continued professional growth

5. Handling of Student Discipline and  S  N  U
Attendant Problems demonstrates the ability to manage the non-instructional, human dynamics in the educational setting
6. **Interest in Teaching Students:**

S N U

demonstrates an understanding of and commitment to each student, taking into account each individual's unique background and characteristics; demonstrates enthusiasm for or enjoyment in working with students


7. **Knowledge of Subject Matter:**

S N U

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)

If "Needs Improvement" or "Does Not Meet Minimum Requirements" is marked, the deficiency must be specified, and a corrective action must be indicated.

Deficiency

Corrective Action

Deficiency

Corrective Action

OTHER COMMENTS:

Evaluator's Signature

Date

Employee's Signature

Date

(Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached within ten (10) days.)
APPENDIX C-6
CERTIFICATED SUPPORT PERSONNEL 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 five (5) criteria is to be considered in context of the indicators. Criteria are to be considered independently.

CRITERIA

1. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

2. SPECIALIZED SKILLS:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

4. THE SUPPORT PERSON AS A PROFESSIONAL:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________
EVALUATOR’S CHECKLIST:

YES  NO

☐  ☐  1. The availability of supplies and equipment are sufficient for the educational program being presented.

☐  ☐  2. The preparation time for the certificated employee is in accordance with the Contract.

☐  ☐  3. The administrative support level, when dealing with student disciplinary action, is in accordance with the Contract.

It is my judgment, based upon adopted criteria, that this employee’s overall performance has been (CHECK ONE)

☐ Satisfactory  ☐ Unsatisfactory during the evaluation period.

The certificated support 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:

________________________________________
Certificated Support Person’s Signature:

________________________________________
Supervisor’s Signature: Position:
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.
APPENDIX C-7 PROFESSIONAL GROWTH OPTION FORM

Name ____________________________  School Year ____________

Building _________________________

1. Professional Goals (no more than three) which are to be the focus of my Evaluation Growth Plan.

2. What is the plan of action for achieving my goal(s), including activities and timelines?

3. How can my supervisor help me to achieve my goal(s)?

4. Who will be involved in working with me to achieve my goal(s)?

5. How will I measure my success in achieving my goal(s)?

Signatures:

Supervisor ___________________________  Date ________________

Employee _____________________________  Date ________________

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APPENDIX C-8 PROFESSIONAL GROWTH OPTION ASSESSMENT FORM

EMPLOYEE’S NAME ___________________________________________

SUPERINTENDENT’S NAME ____________________________________

1. Date of initial goal-setting conference _________________________
   List the employee’s goal(s):

   _______ / _______ Superintendent/Employee Initials

2. Date of mid-year progress conference ___________________________
   Summary notes

   _______ / _______ Superintendent/Employee Initials

3. Date of year-end assessment conference _________________________
   Summary notes (if more space needed, attach additional comments)

   _______ / _______ Superintendent/Employee Initials

The Evaluation Growth Plan of ________________________________
(employee) (has/has not) been completed. In my opinion the plan (was/was not) successful.
(circle one) (circle one)

_____________________________ Date _________________
Employee’s Signature

_____________________________ Date _________________
Superintendent’s Signature
APPENDIX C-9 PROFESSIONAL GROWTH OPTION COMPLETION FORM

The Employee listed below performed the professional growth option as allowed in Article IV, Section 10 for the school year referenced below. This is the only document of this assessment option that will be kept in the employee’s file. The sole purpose of this page is to acknowledge that the Professional Growth Option was completed by the employee in lieu of any other evaluation. No component of the PGO can be used to adversely affect the employee’s evaluation.

1. Professional goals (one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions.

2. What is the plan of action for achieving my goal(s)?

3. How can my principal help me to achieve my goals?

4. Who will be involved in working with me to achieve my goals?

5. How will I measure my success in achieving my goals?

The Professional Growth Plan of ____________________________  
(employee)

has been completed for the ____________________________ school year.  
(insert years)

______________________________ Date __________________
Employee’s Signature

______________________________ Date __________________
Superintendent’s Signature

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APPENDIX C-10
CEL 5D+ Evaluation Rubric 3.0 by Washington State Criteria

CEL 5D+™ Rubric for Instructional Growth and Teacher Evaluation (2016), version 3
by Washington State Criteria

**Criterion 1: Centering instruction on high expectations for student achievement.**

<table>
<thead>
<tr>
<th>Learning target(s) connected to standards</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unsatisfactory – 1</strong></td>
</tr>
<tr>
<td>Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.</td>
</tr>
</tbody>
</table>

**P4 Communication of learning target(s)**

| **Unsatisfactory – 1** | **Basic – 2** | **Proficient – 3** | **Distinguished – 4** |
| Teacher rarely states or communicates with students about the learning target(s). | Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s). | Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s). | Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction. |

**P5 Success criteria**

| **Unsatisfactory – 1** | **Basic – 2** | **Proficient – 3** | **Distinguished – 4** |
| The success criteria for the learning target(s) are nonexistent or vague. | Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning. | Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning. | Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning. |

**CEC2 Learning routines**

| **Unsatisfactory – 1** | **Basic – 2** | **Proficient – 3** | **Distinguished – 4** |
| Learning routines for discussion and collaborative work are absent. | Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning. | Learning routines for discussion and collaborative work are present, and result in effective discourse. Students are held accountable for completing their work for learning. | Learning routines for discussion and collaborative work are present, and result in effective discourse. Students independently use the routines during the lesson. Students are held accountable for completing their work and for learning. Students support the learning of others. |

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1. [Updated 8/22/17]
   Improving Student Learning Through Improved Teaching and Leadership

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### Criterion 2: Demonstrating effective teaching practices.

#### SE1 Quality of questioning

<table>
<thead>
<tr>
<th>Unsatisfactory - 1</th>
<th>Basic - 2</th>
<th>Proficient - 3</th>
<th>Distinguished - 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.</td>
<td>Teacher asks questions to probe and deepen student understanding or uncover misconceptions.</td>
<td>Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.</td>
<td>Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.</td>
</tr>
</tbody>
</table>

#### SE4 Opportunity and support for participation and meaning making

<table>
<thead>
<tr>
<th>Unsatisfactory - 1</th>
<th>Basic - 2</th>
<th>Proficient - 3</th>
<th>Distinguished - 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.</td>
<td>Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.</td>
<td>Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.</td>
<td>Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.</td>
</tr>
</tbody>
</table>

#### SE5 Student talk

<table>
<thead>
<tr>
<th>Unsatisfactory - 1</th>
<th>Basic - 2</th>
<th>Proficient - 3</th>
<th>Distinguished - 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Talk is dominated by the teacher and/or student talk is unrelated to the discipline.</td>
<td>Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.</td>
<td>Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.</td>
<td>Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.</td>
</tr>
</tbody>
</table>

---

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<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills. If teacher uses scaffolds, he or she does not release responsibility to students.</td>
<td>Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.</td>
<td>Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.</td>
<td>Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.</td>
</tr>
</tbody>
</table>

http://www.tcep-wa.org

Improving Student Learning Through Improved Teaching and Leadership
### SE2 Ownership of learning

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher rarely provides opportunities and strategies for students to take ownership of their learning.</td>
<td>Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.</td>
<td>Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.</td>
<td>Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.</td>
</tr>
</tbody>
</table>

### SE3 Capitalizing on students’ strengths

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher has little knowledge of how students’ strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.</td>
<td>Teacher has knowledge of students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.</td>
<td>Teacher capitalizes on students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.</td>
<td>Teacher capitalizes on students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.</td>
</tr>
</tbody>
</table>

### CP4 Differentiated instruction for students

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher does not use strategies that differentiate for individual learning strengths and needs.</td>
<td>Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.</td>
<td>Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs.</td>
<td>Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.</td>
</tr>
</tbody>
</table>

### A4 Teacher use of formative assessments

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.</td>
<td>Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on completion of task(s).</td>
<td>Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s).</td>
<td>Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.</td>
</tr>
</tbody>
</table>

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# 5D+ Rubric for Instructional Growth and Teacher Evaluation (2016) by Washington State
Version 3

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

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

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.</td>
</tr>
</tbody>
</table>

[http://www.tpep-wa.org](http://www.tpep-wa.org)

Improving Student Learning Through Improved Teaching and Leadership
**5D+ Rubric for Instructional Growth and Teacher Evaluation (2016) by Washington State Version 3**

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

**P2 Lessons connected to previous and future lessons, broader purpose and transferable skill**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lessons are rarely linked to previous and future lessons.</td>
<td>Lessons are clearly linked to previous and future lessons.</td>
<td>Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.</td>
<td>Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.</td>
</tr>
</tbody>
</table>

**CP1 Alignment of instructional materials and tasks**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructional materials and tasks do not align with the purpose of the unit and lesson.</td>
<td>Instructional materials and tasks align with the purpose of the unit and lesson.</td>
<td>Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.</td>
<td>Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students’ levels of challenge.</td>
</tr>
</tbody>
</table>

**CP2 Teacher knowledge of content**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.</td>
<td>Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.</td>
<td>Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.</td>
<td>Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.</td>
</tr>
</tbody>
</table>

**CP3 Discipline-specific teaching approaches**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher rarely uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding and discipline-specific habits of thinking.</td>
<td>Teacher uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.</td>
<td>Teacher uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily.</td>
<td>Teacher uses discipline-specific teaching approaches and strategies that develop students’ conceptual understanding and discipline-specific habits of thinking on a daily basis.</td>
</tr>
</tbody>
</table>

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

**P3 Design of performance task**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance tasks do not require a demonstration of thinking connected to the learning target.</td>
<td>Performance tasks require a demonstration of thinking connected to the learning target.</td>
<td>Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.</td>
<td>Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills. Students are able to use prior learnings/understandings to engage in new performance tasks.</td>
</tr>
</tbody>
</table>

(Updated 8/22/17)
<table>
<thead>
<tr>
<th>CEC1 Classroom arrangement and resources</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsatisfactory – 1</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CEC3 Use of learning time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsatisfactory – 1</td>
</tr>
<tr>
<td>-----------------------</td>
</tr>
<tr>
<td>Instructional time is frequently disrupted.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CEC4 Student status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsatisfactory – 1</td>
</tr>
<tr>
<td>---------------------</td>
</tr>
<tr>
<td>Teacher does not develop positive teacher-student relationships that attend to students’ well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.</td>
</tr>
</tbody>
</table>
Criterion 5: Fostering and managing a safe, positive learning environment.

**CECS Norms for learning**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students’ cultures.</td>
<td>Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students’ cultures.</td>
<td>Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students’ cultures.</td>
<td>Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students’ cultures. Students self-monitor or remind one another of the norms.</td>
</tr>
</tbody>
</table>
### Criterion B: Using multiple student data elements to modify instruction and improve student learning.

#### A1 Student self-assessment

<table>
<thead>
<tr>
<th>Rating</th>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teacher</strong></td>
<td>Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).</td>
<td>Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).</td>
<td>Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).</td>
<td>Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.</td>
</tr>
</tbody>
</table>

#### A2 Student use of formative assessments over time

<table>
<thead>
<tr>
<th>Rating</th>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Students</strong></td>
<td>Students do not use formative assessments to assess their own learning.</td>
<td>Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals, and monitor progress over time.</td>
<td>Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.</td>
<td>Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time.</td>
</tr>
</tbody>
</table>

#### A3 Quality of formative assessment methods

<table>
<thead>
<tr>
<th>Rating</th>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assessment tasks</strong></td>
<td>Assessment tasks are not aligned with the learning target(s).</td>
<td>Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.</td>
<td>Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.</td>
<td>Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.</td>
</tr>
</tbody>
</table>

#### A5 Collection systems for formative assessment data

<table>
<thead>
<tr>
<th>Rating</th>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teacher</strong></td>
<td>Teacher does not have routines for recording formative assessment data.</td>
<td>Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.</td>
<td>Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.</td>
<td>Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.</td>
</tr>
</tbody>
</table>

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Version 3

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

<table>
<thead>
<tr>
<th>Student Growth 6.1: Establish Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unsatisfactory – 1</strong></td>
</tr>
<tr>
<td>Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Student Growth 6.2: Achievement of Student Growth Goal(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unsatisfactory – 1</strong></td>
</tr>
<tr>
<td>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</td>
</tr>
</tbody>
</table>

http://www.ipep-wa.org

Improving Student Learning Through Improved Teaching and Leadership

11 (Updated 8/22/17)

Thorp EA 2022-2024

pg 78
## Criterion 7: Communicating and collaborating with parents and the school community.

### PCC2 Communication and collaboration with parents and guardians

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher rarely communicates in any manner with parents and guardians about student progress.</td>
<td>Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.</td>
<td>Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.</td>
<td>Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.</td>
</tr>
</tbody>
</table>

### PCC3 Communication within the school community about student progress

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.</td>
<td>Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).</td>
<td>Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner.</td>
<td>Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.</td>
</tr>
</tbody>
</table>

[http://www.tpec-wa.org](http://www.tpec-wa.org)

Improving Student Learning Through Improved Teaching and Leadership

12
(Updated 8/22/17)

Thorp EA 2022-2024

pg 79
## 5D+ Rubric for Instructional Growth and Teacher Evaluation (2016) by Washington State Version 3

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

<table>
<thead>
<tr>
<th>PCC1 Collaboration with peers and administrators to improve student learning</th>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.</td>
<td>Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.</td>
<td>Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.</td>
<td>Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others’ growth and development.</td>
<td></td>
</tr>
</tbody>
</table>

### PCC4 Support of school, district and state curricula, policies and initiatives

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher is unaware of or does not support school, district or state initiatives. Teacher violates a district policy or rarely follows district curricula/pacing guide.</td>
<td>Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide.</td>
<td>Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum.</td>
<td>Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum.</td>
</tr>
</tbody>
</table>

### PCC5 Ethics and advocacy

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher’s professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.</td>
<td>Teacher’s professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.</td>
<td>Teacher’s professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.</td>
<td>Teacher’s professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.</td>
</tr>
</tbody>
</table>

13

(Updated 8/22/17)

[http://www.tprep-wa.org](http://www.tprep-wa.org)

Improving Student Learning Through Improved Teaching and Leadership

Thorp EA 2022-2024

pg 80
### 5D+ Rubric for Instructional Growth and Teacher Evaluation (2016) by Washington State

**Version 3**

<table>
<thead>
<tr>
<th>Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
</tr>
</tbody>
</table>

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http://www.tpen-wa.org

Improving Student Learning Through Improved Teaching and Leadership

14

(Updated 8/31/17)
APPENDIX C-11 - Teacher Evaluation – STUDENT GROWTH Goal Setting

Teacher: ___________________________ Date: ________________

☐ COMPREHENSIVE EVALUATION: Set a goal for each of the three (3) criteria below.

☐ FOCUSED EVALUATION: Set a goal for one (1) of the criterion below.

**Criterion 3: Growth focused on a subgroup of students.**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
<td>Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</td>
</tr>
</tbody>
</table>

Write a goal consistent with **Criterion 3, Student Growth 3.1** in the CEL 5 D+ Evaluation Rubric (Appendix C-10).

**Achievement of Individual Student/Subgroup Goal(s) Criterion 3.2 - Outcomes & Evidence**

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</td>
<td>Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.</td>
</tr>
</tbody>
</table>

What are the results from the assessment(s) you used to measure your student/subgroup growth goal(s)?

How many students met your growth goal(s)?

What do you attribute this to (positive and negative factors)?

What are your next steps?
Criterion 6: Growth focused on whole classroom.

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.</td>
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</tbody>
</table>

What are the results from the assessment(s) you used to measure your student/subgroup growth goal(s)?

How many students met your growth goal(s)?

What do you attribute this to (positive and negative factors)?

What are your next steps?

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

<table>
<thead>
<tr>
<th>Unsatisfactory – 1</th>
<th>Basic – 2</th>
<th>Proficient – 3</th>
<th>Distinguished – 4</th>
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</thead>
<tbody>
<tr>
<td>Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
<td>Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.</td>
</tr>
</tbody>
</table>

Write a goal consistent with Criterion 8, Student Growth 8.1 in the CEL 5 D+ Evaluation Rubric (Appendix C-10).

Teacher Signature: ___________________________ Date: __________

Evaluator Signature: ___________________________ Date: __________
1. What are the learning target(s) and success criteria for the lesson and how does it align with the standards? (Criterion 1, P1, P5)

2. How will the learning target(s) and success criteria be communicated to the students? (Criterion 1, P4, P5)

3. What performance task and/or formative/summative assessment opportunities will be accomplished by the students to show they have met the learning target? (Criterion 1, P5; Criterion 6, A2)

4. How will you use assessment data collected to make in-the-moment instructional decisions and modify/adjust future lessons? (Criterion 3, A4)

5. How does this learning connect to previous and future lessons? (Criterion 4, P2)

6. Briefly describe the students in this class, including those with special needs. How will you differentiate instruction and/or provide scaffolding for individuals or groups of students in the class? (Criterion 2, CP5; Criterion 3, CP4; Criterion 4, CP1)

7. What strategies and teaching points will you use to address student needs? (Criterion 3, CP4; Criterion 4, P3)

8. Describe any special factors that need to be taken into account regarding your students and their individual needs. (Criterion 3, SE3; CP4)

9. Is there anything you would like me to specifically observe during the lesson?
APPENDIX C-13
UW CEL 5D+ 3.0 COMPREHENSIVE
CLASSROOM TEACHER
POST-OBSERVATION CONFERENCE TOOL

(Employee completes form and brings to 1st post-observation conference)

Teacher ___________________ School _______________ Date __________

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know? (Criterion 6, A3)

2. How do your students know if they met the learning target? (Criterion 6, A1)

3. How do your classroom routines and rituals, your use of physical space and the materials in the classroom contribute to student learning? (Criterion 1, CEC2; Criterion 5, CEC1, CEC4, CEC5)

4. What type of formative assessments do you provide your students? (Criterion 6, A3)

5. What system and routines do you use for recording and using formative assessments? Are your students able to use this data to monitor their progress? (Criterion 3, A4; Criteria 6, A5)

6. How do you use formative assessment data in your teaching? (Criterion 6, A5)

7. What methods do you use to communicate student progress with families and the school community? (Criterion 7, PCC2 and PCC3)

8. What are some examples of your professional relationships that support student learning, and student, staff, and district growth? (Criterion 8, PCC1 and PCC5).
APPENDIX C-14 OBSERVATION REPORT /FINAL COMPREHENSIVE EVALUATION REPORT CLASSROOM

CEL 3.0 Rubric Scoring

Check below to indicate if this is an Observation Report or the Final Evaluation Report:

☐ Observation (circle one)  #1  #2  ____  90 Day (3rd year provisional only)

Observation Date: _____________  Time: _____________

☐ Final Summative Evaluation Report _________________  Date ________________

Teacher: ________________________  Position / Grade Level: ________

<table>
<thead>
<tr>
<th>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</th>
<th>Unsatisfactory 1</th>
<th>Basic 2</th>
<th>Proficient 3</th>
<th>Distinguished 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 P1: Connection to standards, broader purpose and transferable skill</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2 P4: Communication of learning target(s)</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>1.3 P5: Success criteria</td>
<td></td>
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<td></td>
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<tr>
<td>1.4 CEC2: Learning routines</td>
<td></td>
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</tr>
</tbody>
</table>

Add Scores From All Columns To Get a “Total Score”

<table>
<thead>
<tr>
<th>Overall Rating Range Scored for Final Evaluation ONLY</th>
<th>4</th>
<th>5-8</th>
<th>9-12</th>
<th>13-16</th>
</tr>
</thead>
</table>

Comment:
<table>
<thead>
<tr>
<th>Criteria 2: Demonstrating Effective Teaching Practices</th>
<th>Unsatisfactory 1</th>
<th>Basic 2</th>
<th>Proficient 3</th>
<th>Distinguished 4</th>
<th>Add Scores From All Columns To Get a “Total Score”</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1 SE1: Quality of questioning</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2.2 SE4: Opportunity and support for participation and meaning making</td>
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<tr>
<td>2.3 SE5: Student talk</td>
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<td></td>
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<tr>
<td>2.4 CP5: Use of scaffolds</td>
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<td></td>
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</tr>
<tr>
<td>Overall Rating Range Scored for Final Evaluation ONLY</td>
<td>4</td>
<td>5-8</td>
<td>9-12</td>
<td>13-16</td>
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Comment:
<table>
<thead>
<tr>
<th>Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address those Needs</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
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<tbody>
<tr>
<td>3.1 SE2: Ownership of learning</td>
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<tr>
<td>3.2 SE3: Capitalizing on students’ strengths</td>
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<tr>
<td>3.3 CP4: Differentiated instruction for students</td>
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<tr>
<td>3.4 A4: Teacher use of formative assessments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.6 SG 3.1: Establish Student Growth Goal(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.7 SG 3.2: Achievement of Student Growth Goal(s)</td>
<td></td>
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</table>

**Overall Rating Range Scored for Final Evaluation ONLY**
- 6
- 7-12
- 13-18
- 19-24

Comment:
<table>
<thead>
<tr>
<th>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 P2: Lessons connected to previous and future lessons, broader purpose and transferable skill</td>
<td></td>
<td></td>
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<tr>
<td>4.2 P3: Design of performance task</td>
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<td></td>
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<tr>
<td>4.3 CP1: Alignment of instructional materials and tasks</td>
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<tr>
<td>4.4 CP2: Teacher knowledge of content</td>
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<tr>
<td>4.5 CP3: Discipline-specific teaching approaches</td>
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<td>16-20</td>
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Comment:
<table>
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<tr>
<th>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</th>
<th>Unsatisfactory 1</th>
<th>Basic 2</th>
<th>Proficient 3</th>
<th>Distinguished 4</th>
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</thead>
<tbody>
<tr>
<td>5.1 CEC1: Classroom arrangement and resources</td>
<td></td>
<td></td>
<td></td>
<td>Add Scores From All Columns To Get a “Total Score”</td>
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<tr>
<td>5.2 CEC3: Use of learning time</td>
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</tr>
<tr>
<td>5.3 CEC4: Student status</td>
<td></td>
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</tr>
<tr>
<td>5.4 CEC5: Norms for learning</td>
<td></td>
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<td></td>
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<tr>
<td>Overall Rating Range Scored for Final Evaluation ONLY</td>
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<td>5-8</td>
<td>9-12</td>
<td>13-16</td>
</tr>
</tbody>
</table>

Comment:
<table>
<thead>
<tr>
<th>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</th>
<th>Unsatisfactory 1</th>
<th>Basic 2</th>
<th>Proficient 3</th>
<th>Distinguished 4</th>
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<tbody>
<tr>
<td>6.1 A1: Student self-assessment</td>
<td></td>
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<tr>
<td>6.2 A2: Student use of formative assessments over time</td>
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<tr>
<td>6.3 A3: Quality of formative assessment methods</td>
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<tr>
<td>6.4 A5: Collection systems for formative assessment data</td>
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<tr>
<td>6.6 SG 6.1 Establish Student Growth Goal(s)</td>
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<td></td>
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<tr>
<td>6.7 SG 6.2: Achievement of student Growth Goal(s)</td>
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<td>19-24</td>
</tr>
</tbody>
</table>

Comment:
<table>
<thead>
<tr>
<th><strong>Criteria 7:</strong>  Communicating and Collaborating with Parents and the School Community.</th>
<th>Unsatisfactory 1</th>
<th>Basic 2</th>
<th>Proficient 3</th>
<th>Distinguished 4</th>
<th>Add Scores From All Columns To Get a “Total Score”</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.1 PCC2: Parents and guardians</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>7.2 PCC3: Communication within the school community about student progress</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Overall Rating Range Scored for Final Evaluation ONLY | 2 | 3-4 | 5-6 | 7-8 |  |

Comment:
<table>
<thead>
<tr>
<th>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</th>
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<tbody>
<tr>
<td>8.1 PCC1: Collaboration with peers and administrators to improve student learning</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2 PCC4: Support of school, district, and state curricula, policies and initiatives</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3 PCC5: Ethics and advocacy</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8.5 SG 8.1: Establish Student Growth Goal(s), implement, and monitor growth</td>
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<tr>
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<td>5-8</td>
<td>9-12</td>
<td>13-16</td>
</tr>
</tbody>
</table>

Comment:

Summary Observation / Evaluation Comments:
## FINAL SUMMARY FOR COMPREHENSIVE EVALUATION

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Criteria 1</td>
<td>Centering Instruction On High Expectations For Student Achievement.</td>
</tr>
<tr>
<td>Criteria 2</td>
<td>Demonstrating Effective Teaching Practices</td>
</tr>
<tr>
<td>Criteria 3</td>
<td>Recognizing Individual Student Learning</td>
</tr>
<tr>
<td>Criteria 4</td>
<td>Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</td>
</tr>
<tr>
<td>Criteria 5</td>
<td>Fostering and Managing a Safe, Positive Learning Environment</td>
</tr>
<tr>
<td>Criteria 6</td>
<td>Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</td>
</tr>
<tr>
<td>Criteria 7</td>
<td>Communicating and Collaborating with Parents and the School Community.</td>
</tr>
<tr>
<td>Criteria 8</td>
<td>Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</td>
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Enter “total criteria score”

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<th>Preliminary summative rating</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
<th>Preliminary Rating</th>
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<tr>
<td>Overall “Rating Range”</td>
<td>8-14</td>
<td>15-21</td>
<td>22-28</td>
<td>29-32</td>
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<th>Student Growth Subcriteria</th>
<th>3.6</th>
<th>3.7</th>
<th>6.6</th>
<th>6.7</th>
<th>8.5</th>
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<td>Score</td>
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</table>

<table>
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<tr>
<th>Overall Student Growth “Rating Range”</th>
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<th>Average</th>
<th>High</th>
<th>Student Growth Rating</th>
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<tbody>
<tr>
<td></td>
<td>5-12</td>
<td>13-17</td>
<td>18-20</td>
<td></td>
</tr>
</tbody>
</table>
## SCORING CHART

<table>
<thead>
<tr>
<th>CRITERION SCORE</th>
<th>+STUDENT GROWTH SCORE</th>
<th>=FINAL SUMMATIVE RATING</th>
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</thead>
<tbody>
<tr>
<td>DISTINGUISHED</td>
<td>+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH</td>
<td>= DISTINGUISHED</td>
</tr>
<tr>
<td>Criterion Score 29-32</td>
<td>+LOW STUDENT GROWTH 5-12</td>
<td>= PROFICIENT 1 Year Student Growth Plan</td>
</tr>
<tr>
<td>PROFICIENT</td>
<td>+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH</td>
<td>= PROFICIENT</td>
</tr>
<tr>
<td>Criterion Score 22-28</td>
<td>+LOW STUDENT GROWTH 5-12</td>
<td>= PROFICIENT 1 Year Student Growth Plan</td>
</tr>
<tr>
<td>BASIC</td>
<td>+ HIGH 18-20 OR AVERAGE 13-17 STUDENT GROWTH</td>
<td>= BASIC</td>
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<tr>
<td>Criterion Score 15-21</td>
<td>+LOW STUDENT GROWTH 5-12</td>
<td>= BASIC 1 Year Student Growth Plan</td>
</tr>
<tr>
<td>UNSATISFACTORY</td>
<td>+ HIGH 18-20 OR AVERAGE 13-17 LOW 5-12 STUDENT GROWTH</td>
<td>= UNSATISFACTORY Plan of Improvement</td>
</tr>
<tr>
<td>Criterion Score 8-14</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The teacher’s final overall rating is (circle one): Unsatisfactory  Basic  Proficient  Distinguished

Date:___________  Principal /Designee:________________________________________

My signature below indicates that I have seen this observation / evaluation. It does not necessarily indicate agreement with the findings.

Date:___________  Employee:________________________________

*The employee may add written comments in response to the information on this form.*
APPENDIX C-15 - FOCUSED EVALUATION REQUEST FORM

Evaluation criteria:

At least one (1) comprehensive evaluation every six (6) years

Having met the evaluation criteria and having reviewed the Focused evaluation process,

I, ____________________________, request to participate in a Focused evaluation
(Print name)

option for the _______ school year.

The criterion that I would request for this evaluation is: (check one)

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

If criteria 1,2,4,5 or 7 are chosen, please also choose a student growth criteria below:

_____ Criterion 3  _____ Criterion 6

Approved: ___
Denied: ___

Explanation of denial:

________________________________________________________

________________________________________________________

(Principal’s signature)___________________________  (Date)______________________________
Focused Criteria Selected (Check below)

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

Evaluator’s Observation Comments:

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

Evaluator’s Recommendations for Employee’s Professional Growth on the Selected Criterion:
(Refer to rubric for Selected Focused Criterion, Appendix C-10 CEL D+ 3.0 Evaluation Rubric)

Date: __________  Evaluator: __________________________

My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the findings.

Date: __________  Employee: __________________________

The employee may add written comments in response to the information on this form.
APPENDIX C-17 FOCUSED EVALUATION
FINAL SUMMATIVE EVALUATION REPORT

Teacher: __________________________ Position / Grade Level _______________________
Evaluator: _________________________

Focused Criteria Selected (Check below)

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

Student Growth Components Selected if Criterion 1, 2, 4, 5, or 7 is chosen:

- Criterion 3
- Criterion 6

***Evaluator/Teacher: Refer to Appendix C-10, CEL-5 D+ Evaluation Rubric for the selected Criterion (and Student Growth Components indicated above if Criteria 1,2,4,5,or 7 were selected) for observations, evaluative conferences, review of artifacts and evidence, and discussions regarding professional growth for Focused Evaluation

Focused Evaluation Scoring:
The summative score is determined using the most recent comprehensive summative evaluation score This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator (Refer to Article IV, Section 3.5.E).

Date of most recent Comprehensive Evaluation: __________________________

Check one: Circle ONE Final Summative Score below

- Score from most recent Comprehensive Evaluation 3 4

OR

- Evidence of exemplary practice– Distinguished score awarded 4

Evaluator Comments:

Date: ___________ Evaluator: ____________________________

My signature below indicates that I have seen this observation / evaluation. It does not necessarily indicate agreement with the findings.

Date: ___________ Employee: ____________________________

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

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APPENDIX D - GRIEVANCE REVIEW REQUEST

Thorp School District

Grievance Expedited

yes no

(Submit to Superintendent in duplicate)

Building/Assignment Name of Grievant Date Filed

STEP 1
A. Date cause of grievance occurred:

B. 1. Statement of grievance:

2. Specific sections being grieved:

3. Relief sought:

Signature of Grievant Date

C. Disposition by Superintendent:

Signature of Superintendent Date

D. Disposition by Grievant:

Signature of Grievant Date

If additional space is needed in reporting, attach additional sheet(s).

Distribution of Form: 1. Superintendent
2. Association
3. Grievant
GRIEVANCE REVIEW REQUEST, Cont.

STEP 2

A. Date received by Board: __________________________

B. Disposition of Board: __________________________

Signature of Board Chairman (or designee) Date

C. Position of Association: __________________________

Signature of President (or designee) Date

STEP 3

A. Date submitted to Arbitration: __________________________

B. Disposition and Award of Arbitrator: __________________________

Signature Date

Distribution of Form 1. Superintendent
2. Association
3. Grievant
APPENDIX E - PROFESSIONAL GROWTH PLAN - FUNDING APPLICATION

NAME ______________________________________ DATE _____________

Teaching Assignment/Level ____________________________________________

1. What is your need or goal? __________________________________________

2. How do you plan to meet it? ________________________________________

3. Timeline involved: _________________________________________________

4. Anticipated expenses: ______________________________________________

5. Anticipated outcome: _______________________________________________

6. Method(s) of sharing results: (check all that apply)
   a. Discussion with Superintendent______________________________________
   b. Sharing information with colleagues__________________________
   c. Teaching specific skills to students_______________________________
   d. Reporting to Staff Development Committee______________
   e. Reporting to School Board_______________________________________
   f. Other: _________________________________________________________

__________________________________________
Applicant Signature

__________________________________________
COMMITTEE ACTION:

______ Approved Amount _________________

Additional provisions not listed above: _________________________________

_________________________________________________________________

______ NOT Approved

__________________________________________
Superintendent's Signature Date
APPENDIX F – JUST CAUSE/SEVEN KEY TESTS

(This Appendix is for guidance only)

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

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

1. NOTICE: “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

2. REASONABLE RULE OR ORDER: “Was the Employer’s rules or managerial order reasonably related to
   a) the orderly, efficient, and safe operation of the Employer’s business, and
   b) the performance that the Employer might properly expect of the employee?”

3. INVESTIGATION: “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”

4. FAIR INVESTIGATION: “Was the Employer’s investigation conducted fairly and objectively?”

5. PROOF: “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

6. EQUAL TREATMENT: “Has the Employer applied its rules, orders and penalties evenhandedly and without discrimination to all employees?”

7. PENALTY: “Was the degree of discipline administered by the Employer in a particular case reasonably related to:
   a) the seriousness of the employee’s proven offense, and
   b) the record of the employee in his/her service with the Employer?”

* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.
APPENDIX H-1 - VEBA Election – Annual Sick Leave Cashout
Memorandum of Agreement
Between
Thorp Education Association
And
Thorp School District

RE: VEBA Election – Annual Sick Leave Cashout
For the (Add Date) School Year

Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VII, Section 2A. Sick Leave Cash Out:
"A. The District shall maintain an attendance incentive program (Sick Leave Cash Out) for all employees in the following manner:

1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to cash out such unused leave accumulated in the previous year at a rate equal to one (1) day’s pay for each four (4) full days of accrued sick leave. Sick leave which has been cashed out shall be deducted from accrued sick leave. No employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one (1) day per month."

Per Article VII, Section 2C. Sick Leave Cash Out/VEBA vote:
"C. The District will provide access to sick leave buy back and VEBA as provided in RCW 28A.400.210. Annual participation in the plan is in accordance with the state statute.

1. For annual sick leave cashout under A.1 above, the Association will conduct a vote each year of all employees in the bargaining unit by November 1 and will inform the District of the decision to either cash out the sick leave or to move it into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-1).

The Association conducted a vote regarding annual cash out of sick leave for the (Add Date) School year on (Add date of vote). The Association vote determined that the annual January sick leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association: ____________________________

For the District ____________________________

Date ____________________________ Date ____________________________

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APPENDIX H-2 - VEBA Election – Sick Leave Cashout Retirement/Separation

Memorandum of Agreement
Between
Thorp Education Association
And
Thorp School District

RE: VEBA Election – Sick Leave Cashout-Retirement/Separation
For the (Add Date) School Year

Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VII, Section 2A. Sick Leave Cash Out:
“A. The District shall maintain an attendance incentive program (Sick Leave Cash Out) for all employees in the following manner:

2. At the time of separation from the District due to retirement or death, an eligible employee or his/her estate shall receive one (1) day’s pay for each four (4) days accrued sick leave.

In addition, in compliance with WAC 392-136-020, employees who separate from employment with the school district and are at least age fifty-five years of age may cash out sick leave as noted above, provided that the employee:

• has at least ten years of service under Teachers’ Retirement Plan 3 as defined in RCW 41.32.010(40)
OR
• has at least fifteen years of service under Teachers’ Retirement Plan 2 as defined in RCW 41.32.010(39).

Per Article VII, Section 2C. Sick Leave Cash Out/VEBA vote:
2. For cashout of sick leave upon retirement under 2A above, the Association will conduct a vote annually by February 1 of the eligible membership who will be retiring that year. The Association will notify the District of the results of the vote regarding whether to cash out sick leave or move it to the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option.” (refer to Appendix H-2).

The Association conducted a vote regarding retirement/separation cash out of sick leave for the (Add Date) School year on (Add date of vote). The Association vote determined that the retirement/separation sick leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association: ____________________________ For the District ____________________________

Date ____________________________ Date ____________________________

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APPENDIX H-3 - VEBA Election –Annual Personal Leave Cashout
Memorandum of Agreement
Between
Thorp Education Association
And
Thorp School District

RE: VEBA Election –Annual Personal Leave Cashout

For the (ADD DATE) School Year

Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VII, Personal Leave Section 9:
“C. Employees shall be given the option to cash in any unused personal day(s) each year at the employee’s per diem rate of pay. Notification of intent to cash out unused leave must be given to the Fiscal manager by August 1st. In addition, any days that accrue above the five (5) day accumulation limit shall be automatically cashed out at the employee’s per diem rate of pay and paid in the September paycheck. Alternatively for annual personal leave cashout, the Association will conduct a vote each year of all employees in the bargaining unit by May 31 and will inform the District of the decision to either cash out unused personal leave days or to move the cashout amount for each employee into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option.”

The Association conducted a vote regarding annual personal leave cashout for the (ADD DATE) School year on (ADD DATE OF VOTE). The Association vote determined that the annual personal leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association: _____________________________

For the District: _____________________________

Date _____________________________

Date _____________________________
APPENDIX H-4 - VEBA Election – Annual Employee VEBA Contribution

Memorandum of Agreement
Between
Thorpe Education Association
And
Thorpe School District

RE: VEBA Election – Annual Employee VEBA Contribution

For the (ADD DATE) School Year

Thorpe School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VIII, Section 6. Insurance, 10. VEBA Contributions:

D. Employee VEBA Contribution – The Association will vote annually by September 10th to determine whether there will be an employee contribution of 1% of each employee’s monthly base salary to that employee’s VEBA account (refer to Appendix H-4).

The Association conducted a vote regarding annual 1% of salary VEBA contribution for the (ADD DATE) School year on (ADD DATE OF VOTE). The Association vote determined that 1% of each employee’s base salary will be deposited into each employee’s VEBA account.

For the Association: _____________________________ For the District: _____________________________

Date _____________________________ Date _____________________________

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SIGNATORIES

For Thorp Education Association

__________________________

__________________________

__________________________

__________________________

Date: _______________________

For Thorp School District

__________________________

__________________________

__________________________

__________________________

Date: _______________________

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For Thorp Education Association

[Signature]

Date: 8-29-22

For Thorp School District

[Signature]

Date: 8-29-22
APPENDIX H-3 - VEBA Election – Annual Personal Leave Cashout

Memorandum of Agreement
Between
Thorp Education Association
And
Thorp School District

RE: VEBA Election – Annual Personal Leave Cashout
2022-2023
For the (ADD DATE) School Year

Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VII, Personal Leave Section 9:
"C. Employees shall be given the option to cash in any unused personal day(s) each year at the employee’s per diem rate of pay. Notification of intent to cash out unused leave must be given to the Fiscal manager by August 1st. In addition, any days that accrue above the five (5) day accumulation limit shall be automatically cashed out at the employee’s per diem rate of pay and paid in the September paycheck. Alternatively for annual personal leave cashout, the Association will conduct a vote each year of all employees in the bargaining unit by May 31 and will inform the District of the decision to either cash out unused personal leave days or to move the cashout amount for each employee into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option."

The Association conducted a vote regarding annual personal leave cash out for the (ADD DATE) School year on (ADD DATE OF VOTE). The Association vote determined that the annual personal leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association:  
Andrew Dunn
Date 9-6-22

For the District:

Date 9-9-2022
APPENDIX H-2 - VEBA Election – Sick Leave Cashout Retirement/Separation

Memorandum of Agreement
Between
Thorp Education Association
And
Thorp School District

RE: VEBA Election – Sick Leave Cashout-Retirement/Separation
2022-2023
For the (Add Date) School Year

Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VII, Section 2A. Sick Leave Cash Out:
“A. The District shall maintain an attendance incentive program (Sick Leave Cash Out) for all employees in the following manner:

2. At the time of separation from the District due to retirement or death, an eligible employee or his/her estate shall receive one (1) day's pay for each four (4) days accrued sick leave.

In addition, in compliance with WAC 392-136-020, employees who separate from employment with the school district and are at least age fifty-five years of age may cash out sick leave as noted above, provided that the employee:

- has at least ten years of service under Teachers’ Retirement Plan 3 as defined in RCW 41.32.010(40)
  OR
- has at least fifteen years of service under Teachers’ Retirement Plan 2 as defined in RCW 41.32.010(39).

Per Article VII, Section 2C. Sick Leave Cash Out/VEBA vote:

2. For cashout of sick leave upon retirement under A.2 above, the Association will conduct a vote annually by February 1 of the eligible membership who will be retiring that year. The Association will notify the District of the results of the vote regarding whether to cash out sick leave or move it to the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option.” (refer to Appendix H-2).

The Association conducted a vote regarding retirement/separation cash out of sick leave for the (Add Date) School year on (Add Date of vote). The Association vote determined that the retirement/separation sick leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association:

Date

For the District:

Date

2022-2023
APPENDIX H-4 - VEBA Election – Annual Employee VEBA Contribution

Memorandum of Agreement
Between
Thorpe Education Association
And
Thorpe School District

RE: VEBA Election – Annual Employee VEBA Contribution
For the [ADD DATE] School Year

Thorpe School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

Per Article VIII, Section 6. Insurance, 10. VEBA Contributions:

D. Employee VEBA Contribution – The Association will vote annually by September 10th to determine whether there will be an employee contribution of 1% of each employee’s monthly base salary to that employee’s VEBA account (refer to Appendix H-4).

The Association conducted a vote regarding annual 1% of salary VEBA contribution for the [ADD DATE] School year on [ADD DATE OF VOTE]. The Association vote determined that 1% of each employee’s base salary will be deposited into each employee’s VEBA account.

For the Association: 

[Signature]

Date 9-6-22

For the District: 

[Signature]

Date 9-9-22
Thorp School District has adopted the Health Reimbursement Arrangement (HRA) plans offered and administered by the Voluntary Employees’ Benefit Association Trust for Public Employees in the State of Washington (VEBA).

**Per Article VII, Section 2A. Sick Leave Cash Out:**

"A. The District shall maintain an attendance incentive program (Sick Leave Cash Out) for all employees in the following manner:

1. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to cash out such unused leave accumulated in the previous year at a rate equal to one (1) day's pay for each four (4) full days of accrued sick leave. Sick leave which has been cashed out shall be deducted from accrued sick leave. No employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one (1) day per month."

**Per Article VII, Section 2C. Sick Leave Cash Out/VEBA vote:**

"C. The District will provide access to sick leave buy back and VEBA as provided in RCW 28A.400.210. Annual participation in the plan is in accordance with the state statute.

1. For annual sick leave cashout under A.1 above, the Association will conduct a vote each year of all employees in the bargaining unit by November 1, and will inform the District of the decision to either cash out the sick leave or to move it into the VEBA Plan for that year. The parties will sign a Memorandum of Agreement if the VEBA Plan is selected as the option (refer to Appendix H-1).

The Association conducted a vote regarding annual cash out of sick leave for the (2022-2023) School year on (Add Date of Vote). The Association vote determined that the annual January sick leave cashout will be deposited into each employee’s VEBA account for employees who have elected to participate in this annual cashout.

For the Association: 

**Handwritten Signature**

Date 9-16-22

For the District

**Handwritten Signature**

Date 9-7-2022

Date 9-16-22