

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I - ADMINISTRATION	1
SECTION 1. DEFINITIONS	1
SECTION 2. RECOGNITION	1
SECTION 3. STATUS OF AGREEMENT	2
SECTION 4. INDIVIDUAL CONTRACTS	2
SECTION 5. CONFORMITY TO LAW	2
SECTION 6. DISTRIBUTION OF AGREEMENT	3
SECTION 7. AGREEMENT ADMINISTRATION/INTERPRETATION.....	3
SECTION 8. MANAGEMENT RIGHTS	3
ARTICLE II - BUSINESS.....	4
SECTION 1. DUES DEDUCTIONS.....	4
SECTION 2. ASSOCIATION RIGHTS AND PRIVILEGES	4
ARTICLE III - PERSONNEL	6
SECTION 1. RIGHTS/RESPONSIBILITIES	6
SECTION 2. NONDISCRIMINATION FOR LABOR AGREEMENTS	7
SECTION 3. TEACHER EMPLOYMENT	7
SECTION 4. CONTROVERSIAL TOPICS.....	7
SECTION 5. PERSONNEL FILES.....	7
SECTION 6. TEACHER PROTECTION.....	8
SECTION 7. LAYOFF AND RECALL	9
SECTION 8. EVALUATION	11
SECTION 9. ASSIGNMENTS, TRANSFERS, PROMOTIONS	29
SECTION 10. TEACHING HOURS	30
SECTION 11. TRAVEL.....	32
SECTION 12. PROFESSIONAL COMPENSATION.....	32
SECTION 13. INSURANCE.....	33
SECTION 14. LEAVES.....	34
A. <i>SICK LEAVE</i>	34
B. <i>SICK LEAVE SHARING</i>	34
C. <i>PARENTING LEAVE</i>	35
D. <i>BEREAVEMENT LEAVE</i>	36
E. <i>EMERGENCY LEAVE</i>	36
F. <i>JURY DUTY AND SUBPOENA LEAVE</i>	36
G. <i>MILITARY LEAVE</i>	37
H. <i>ATTENDANCE AT PROFESSIONAL MEETINGS AND CONFERENCES</i>	37
I. <i>PERSONAL LEAVE</i>	37
J. <i>OTHER LEAVES</i>	38
K. <i>ASSOCIATION LEAVE</i>	38
L. <i>NATIONAL AND STATE CONVENTION LEAVE</i>	38
M. <i>WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)</i>	39

SECTION 15. EMPLOYEE WORK YEAR	39
SECTION 16. FACILITIES	40
SECTION 17. CLASSROOM SIZE AND PARAEDUCATORS	40
ARTICLE IV - OTHER CONDITIONS OF EMPLOYMENT	42
SECTION 1. STUDENT DISCIPLINE	42
SECTION 2. CLASSROOM VISITATION.....	43
SECTION 3. IN-SERVICE COMMITTEE	43
SECTION 4. INCLEMENT WEATHER	43
SECTION 5. SAFE WORKING CONDITIONS	44
SECTION 6. REPLACEMENT EMPLOYEES	44
SECTION 7. DISPENSING OF MEDICINE	44
SECTION 8. CLASSROOM/ PROGRAM SUPPLIES	44
SECTION 9. MENTOR PROGRAM.....	45
ARTICLE V - GRIEVANCE PROCEDURE	46
ARBITRATION COSTS	47
JURISDICTION OF THE ARBITRATOR.....	47
TIME LIMITS	47
GRIEVANCE AND ARBITRATION HEARINGS	47
INDIVIDUAL COMPLAINTS.....	47
CONTINUITY OF GRIEVANCE	47
DURATION OF AGREEMENT	48
APPENDIX A SALARY SCHEDULE 2019-2020	49
APPENDIX A-2 SALARY SCHEDULE 2020-21	50
APPENDIX A-3 SALARY SCHEDULE 2021-22	51
APPENDIX B- EXTRA-CURRICULAR PAY SCHEDULE	52
APPENDIX C - GRIEVANCE REVIEW REQUEST FORM	53
APPENDIX D1 - SUMMATIVE EVALUATION OF CERTIFICATED CLASSROOM TEACHERS).....	54
APPENDIX D2 – PROFESSIONAL GROWTH MODEL.....	58
APPENDIX D3 - PROFESSIONAL GROWTH MODEL—SHORT FORM	59
APPENDIX D4 - PROFESSIONAL PROGRESS REPORT	60
APPENDIX D5 - PROFESSIONAL GROWTH REPORT	61
APPENDIX D6 — SHORT FORM OF EVALUATION	63

APPENDIX D-7 - CEL 5D+ EVALUATION RUBRIC 3.0 BY WASHINGTON STATE CRITERIA..... 64

APPENDIX D-8 TEACHER EVALUATON – STUDENT GROWTH GOAL SETTING 78

APPENDIX D-9 OBSERVATION REPORT /FINAL COMPREHENSIVE EVALUATION REPORT CLASSROOM 79

APPENDIX D-10 FOCUSED EVALUATION REQUEST FORM 89

APPENDIX D-11 PROOF OF EVIDENCE/ARTIFACTS..... 90

APPENDIX D-12 FOCUSED EVALUATION OBSERVATION REPORT 91

APPENDIX D-13 FOCUSED EVALUATION FINAL SUMMATIVE EVALUATION REPORT 92

APPENDIX E - JUST CAUSE/SEVEN KEY TESTS * 93

PREAMBLE

This contract made and entered into by and between the Lyle Education Association and the Board of Directors of Lyle School District No. 406, acting by and through its Superintendent and Board of Directors.

Words denoting gender shall be deemed to include both the masculine and feminine, and words denoting number shall include singular and plural unless the context in which they are used clearly indicates other usage was intended.

ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS

The following definitions will be recognized by the parties throughout this Agreement:

- A. **Association** shall mean the Lyle Education Association, affiliated with the Washington Education Association and the National Education Association.
- B. **District/Board** shall mean the Lyle School District No. 406.
- 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. **Day** shall mean school day, except as otherwise noted in this Agreement.
- F. **Employee** when used hereinafter shall mean a member of the bargaining unit.
- G. **Superintendent** shall mean the chief administrator of the District.
- H. **President** shall mean the presiding officer of the Association.
- I. **Contract** shall mean the individual contract issued to each employee. Per diem shall be defined as employees salary divided according to sec. 15A.
- J. **Act** shall mean RCW 41.59, the Public Employees Collective Bargaining Act
- K. **PERC** shall mean the Public Employment Relations Commission.

SECTION 2. RECOGNITION

- A. The Lyle Education Association (LEA) is an affiliate of the Washington Education Association (WEA) and the National Education Association (NEA). The signatories shall be the sole parties to this Agreement.
- B. Pursuant to current statute (*RCW 41.59*), the employer hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees under contract, on leave, or replacement employees that are employed by the District.
- C. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent and principals.

SECTION 3. STATUS OF AGREEMENT

- A. Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with written mutual consent of the Parties. Specific provisions of this Agreement may be opened for re-negotiation during its term by mutual agreement only.
- C. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION 4. INDIVIDUAL CONTRACTS

- A. All individual teacher personal service contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any individual teacher personal service contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling. Unless notified, staff shall be considered continued under contract as of May 15.
- B. Individual contracts for teachers of the District shall be issued at the completion of negotiations and shall be returned within ten (10) calendar days. (RCW 28A.405.210) Two (2) copies of the contract shall be given to the teacher each year for signature. One (1) copy is retained by the teacher at the time of signing, and one copy is placed in the teacher's personnel file after being signed by the Superintendent and Board president.
- C. There shall be a supplementary employee contract for specified extra-curricular and special assignments which shall not exceed one (1) year and shall be in accordance with statutory provisions (Refer to Appendix B). All supplemental contracts will be provided for the Association the day following approval by the Board.

SECTION 5. CONFORMITY TO LAW

- A. This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any member of the bargaining unit covered hereby shall be found contrary to law, such provisions or applications shall be void and the rest of the Agreement shall continue in full force and effect.
- B. Portions of the contract found to be unlawful or unconstitutional shall be opened for re-negotiation by either party to this Agreement upon timely notice to the other party.
- C. The parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision.

SECTION 6. DISTRIBUTION OF AGREEMENT

- A. Within a reasonable time--not to exceed 45 days--following ratification and signing of this Agreement, the Association shall print and distribute a copy to each teacher. Thirty (30) additional copies shall be provided to the District. All new teachers shall be provided with a copy of the Agreement by the District upon issuance of the teaching contract.
- B. The cost of the above printing and distribution of this Agreement shall be borne by the District and the Association.
- C. The format and quality of the contract shall be determined by mutual agreement. The final draft copy shall be approved by the Chief Negotiator for each side prior to the printing.
- D. There shall be two (2) signed copies of the final agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Each party will also have access to an electronic copy of the Agreement in a format that can be edited in future negotiations.

SECTION 7. AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement or other problems. When a request is made the meeting shall be held within a reasonable amount of time within five (5) days, unless the parties mutually agree to an extension of this timeline.

SECTION 8. MANAGEMENT RIGHTS

The Board of Directors has the right and obligation to manage and conduct the operation of the school district within its legal limitations and to adopt, repeal or modify policies, rules and regulations insofar as such actions are not in violation of the terms of this Agreement.

ARTICLE II - BUSINESS

SECTION 1. DUES DEDUCTIONS

- A. On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association, including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year. The total for these deductions shall not be subject to change during the school year.
- B. The deductions authorized shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September through the pay period in August of each year. The District agrees promptly to remit directly to the Washington Education Association all moneys so deducted, accompanied by a list of teachers from whom the deduction has been made. A duplicate list upon request shall be promptly provided the Association as receipt for said transaction.
- C. Teachers who commence employment after September or terminate before June shall have their deductions prorated at one-twelfth of the total amount for each month the teacher is employed.
- D. **Membership Deductions.** Each employee a who chooses to become a member of the Association 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 Lyle 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 WEA by the employee. 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 2. ASSOCIATION RIGHTS AND PRIVILEGES

- A. **Information.** Upon request, the District agrees to furnish to the Association public information within six (6) days of such request..
- B. **Released Time for Meetings.** Whenever any representative of the Association or any Teacher participates during working hours in any mutually agreed upon negotiations, conferences, or meetings he/she shall suffer no loss in pay.
- C. **Use of School Buildings** The Association and its representatives shall have the right of access to school buildings for organizational purposes provided there is no interference with the regular school program. The principal of the building in question shall be notified of Association presence.

- D. **Use of School Equipment.** The Association shall have the right to use school facilities and equipment with the prior notice at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and repairs incidental to such use.
- E. **Bulletin Boards.** The Association shall have access to a bulletin board in each faculty lounge.
- F. **Mail facilities and Mail Boxes**The Association shall have the right to use the inter-school mail facilities and school mail boxes.
- G. **School Board Meetings.** The Association shall have the opportunity to submit items for the Agenda, provided that the Association has made a prior reasonable attempt to resolve any issue with the Superintendent.
- H. **Labor-Management meetings.** The Association and District will schedule monthly meetings to discuss issues related to compliance with the Agreement and other District issues that arise.
- I. The District will notify the Association within five (5) days of the hiring of a new employee and shall provide thirty (30) minutes during the new employee's workday within 30 days of the hire date for the Association to meet with them.

ARTICLE III - PERSONNEL

SECTION 1. RIGHTS/RESPONSIBILITIES

- A. There shall be no illegal discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, national origin, families with children, sexual orientation, gender identity, disability or because of membership in employee organizations. The District will not illegally discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association; participation in any lawful activities of the Association or collective negotiations with the Board; institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment.
- B. No teacher will be disciplined without just cause (refer to Appendix E). Staff who fail to fulfill their job responsibilities or follow the reasonable directions of their administrators or who conduct themselves in such other ways that the law determines to be sufficient cause shall be subject to discipline. When an employee is formally questioned by a supervisor for the purpose of seeking information which may be used for the basis of discipline, the employee shall be advised that he/she is entitled to request and to have an Association representative present at any meeting relating to such discipline. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee at least twenty four (24) hours in advance of any such meeting.
- C. The District agrees to follow a policy of progressive discipline which includes verbal warning, written reprimand, suspension with pay, suspension without pay, with non-renewal or discharge as a last and final resort except in cases of gross anti-social conduct. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Discharge or other adverse action affecting the contract status of certificated staff shall be instituted by the Superintendent in the manner prescribed by law and in compliance with the Agreement.
- D. Disciplinary action beyond the level of oral reprimand shall be accompanied by presentation to the teacher of a written statement of cause.
- E. The teachers shall be entitled to full rights of citizenship and no legal religious or political activities of any teacher outside of the classroom shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- F. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- G. Any complaint made against a teacher or person for whom the teacher is administratively responsible by any parent, student or other person will be called to the attention of the teacher; notification of a complaint and a copy of the complaint shall be provided to the teacher within five (5) days of its composition or receipt by the District prior to its use as a basis of any disciplinary action against the teacher.

SECTION 2. NONDISCRIMINATION FOR LABOR AGREEMENTS

The Association assures the District that its agency/labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities will be considered and will not be discriminated against on the basis of race, color, national origin, gender, age, families with children, gender identity, sexual orientation, or disability. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation act, 1973, as amended; Americans with Disabilities Act, July 26, 1990, P.L. 101-336; and Title IX/Chapter 28A.640 RCW of the Education Amendments of 1972, as amended.

SECTION 3. TEACHER EMPLOYMENT

- A. The Board shall in all instances employ staff who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned to perform work in the instructional setting (*classroom*) which will substitute on a full-time basis and/or replace a teacher in his/her assignment of employment. All teachers shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.
- B. Employees shall be granted withdrawal from their contract without penalty up to July 1 of any year. For withdrawals after July 1, there must be concurrence by the District.

SECTION 4. CONTROVERSIAL TOPICS

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

SECTION 5. PERSONNEL FILES

- A. Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District excluding pre-employment reference. Upon request, a copy of any document (*excluding the pre-employment references*) contained therein shall be afforded the employee at District expense. No secret, duplicate, alternate or

other personnel file shall be kept anywhere in the District. Anyone, at the employee's request, may be present at this review.

- B. The foregoing does not preclude the principal or supervisor from having a working personnel employee file for each staff member in his/her building work site which may be used to formulate the final evaluation. The notes and any other material in a file held by the principal or supervisor shall then be destroyed at the end of each school year or transferred to the District's personnel file. During the first week of each new school year, a LEA representative will, together with the building principal or supervisor, go through the working files to make sure they have been purged.
- C. Each employee's personnel file shall contain the following minimum items of information: all employee's evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records.
- D. No evaluation correspondence, or other material making derogatory reference to any certificated employee or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his own written comments. Derogatory material not shown to an employee within five (5) days of composition or receipt by the District shall not be used as evidence in any grievance or disciplinary action against such employee and shall be destroyed.
- E. Upon request by the employee, the superintendent or his official designee shall sign an inventory sheet to verify the contents of the personnel file at the time of inspection of said employee. At the end of three (3) years, an employee may request in writing to the Superintendent that disciplinary documents be removed from his/her file and destroyed. The final decision will remain with the Superintendent, who shall respond to the request in writing and provide reasons for his/her decision.

SECTION 6. TEACHER PROTECTION

- A. The District shall provide liability insurance as set forth in RCW 28A.58.425 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 legal scope of their responsibilities by such employee.
- B. Any case of an assault upon an employee shall be promptly reported to the designated District representative. The Board will render assistance to the teacher in connection with handling of the incident by law enforcement authorities.
- C. Employees must provide the District with an inventory of personal items in their classrooms. in order to be covered by the District insurance carrier in the event that personal items are lost or stolen.
- D. The Board shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed during the course of assigned duties and in the maintenance of order and discipline.
- E. Any matter relating to unsafe health or safety conditions shall be reported to the building principal. The District shall abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act (WISHA).

- F. Certificated staff shall be informed prior to being assigned student(s) who show evidence of deviant behavior that could present a safety problem to the students or staff. Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors.
- G. The building administrator will notify all staff prior to any absence from the District premises and will notify staff regarding who the designated administrator will be, in accordance with Article IV, Section 5.B., Safe Working Conditions. In the absence of the building administrator, the Superintendent or designee will attempt to secure a substitute to cover the position. An employee who agrees to serve as the principal designee will receive seventy five dollars (\$75.00) when a substitute cannot be secured to cover his or her regular duties.
- H. Threats of injury or death to employees, including substitutes, will be investigated. An employee who is threatened by any person or group while carrying out assigned duties will immediately notify his or her supervisor, or be notified by the supervisor in the event the employee is not already aware of the situation. The supervisor will notify the Superintendent. The employee or supervisor will have the option of notifying the police.
- I. 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. The District will reasonably investigate evidence of such activity and take action when appropriate. The employee or supervisor will have the option of notifying the police.

SECTION 7. LAYOFF AND RECALL

In the event the District suffers a significant loss in revenues, pupils, or program or a staff member lacks proper certification (*endorsements*) to legally teach which requires a reduction in the work force, the District shall provide the Association with a report relating to the District's financial condition and the anticipated educational program for the ensuing school year. The term "layoff" as used herein refers to action by the Board reducing the number of certificated employees represented hereunder. The Association will be given the opportunity for input prior to the reduction in force.

Employees with valid contracts will not be laid off during any school year. All layoffs will take effect immediately following the end of the school year. In the event of layoff, the Board shall provide written notice to all affected employees within the statutory deadline.

SENIORITY. Seniority is defined as length of service within the State of Washington. If employees having identical length of service in Washington State are identified to be subject to a reduction in force, ties shall be broken based on the employees' experience in the Lyle School District as of the employee's first working day as a contracted employee. Experience credit for part-time employees shall be granted on the same basis as their percentage of employment.

REDUCTION IN FORCE. All certificated employees must possess a valid Washington State certificate as may be required for the position(s) under consideration.

- A. By February 1, of each school year the Board will publish and provide the Association a seniority list ranking each employee from greatest to least seniority. No later than the third week in February each year, the Association and the District shall meet to discuss and attempt resolution of any disputes in seniority ranking upon request by either party. If no objection is made to the list by the last working day of the third week in February, it shall be deemed acceptable to both parties.
- B. In no event shall personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff. Any education experience earned while acting in an administrative capacity in or outside the State of Washington will not be computed as part of seniority accrued in the event an administrator is placed back in the bargaining unit. (*Example: Five [5] years teaching experience as a member of a teacher bargaining unit and five years in an administrative capacity outside the bargaining unit is equivalent to five [5] years total seniority for computation purposes.*)
- C. In the event of more than one (1) individual employee having the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the seniority within the Lyle district.

LAYOFF PROCEDURE. In the event it becomes necessary to layoff employees, the following procedure will be implemented:

- A. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest; provided that where working assignments require special certification by state regulation, such assignments shall be filled with employees currently holding such special certificates.
- B
 - 1) Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.
 - 2) Employees currently assigned in part-time positions shall be assigned to part-time positions only consistent with their individual seniority provided no part-time employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (*full and part-time*) with greater seniority.
- C. Individual employees not placed into a position will be notified of the layoff in accordance with aforementioned provisions of this Article, and will be recalled as positions become available.
- D. Employees on layoff shall be placed in a rehiring pool and ranked by seniority as described therein.

EMPLOYMENT POOL. A certificated employee receiving written notification of layoff shall be automatically placed on layoff and recall status and in the re-employment pool for two years from the subsequent August 31 day (*unless he/she submits a written resignation*).

- A. Credit for any education acquired during that year will be granted. Acceptance of contract employment as a full-time certificated employee in any other school district while on layoff status shall constitute an automatic termination of the recall relationship as provided herein. No certificated employee will be hired by the District from outside of the bargaining unit until all employees on layoff status within the category have been rehired, unless not properly certificated by the State of Washington.

B. Employment of substitutes shall come from those employees on layoff status who have applied, except when no employee is available and certificated for the position.

FRINGE BENEFITS. Upon request of a certificated employee, who is on lay-off status, the District shall make provision for the continuance of the employee's participation in any District group insurance program. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

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

- A. Employees on layoff shall be recalled by seniority. The District shall give written notice of recall by sending a registered letter to the employee at his/her last known address. Any certificated employee so notified shall respond within ten (10) working days from receipt of said notice whether the employee accepts or rejects the position.
- B. An employee will remain in the employment pool if he/she rejects a new position that does not bear the same time relationship as his/her previous position (*e.g., full-time employee is offered a half-time position*).
- C. An employee who has been laid off and accepts a half-time position with the Lyle School District while on lay-off shall remain in the employment pool and shall retain his/her seniority as regards recall to full-time employment. All other conditions of recall shall remain in force. Acceptance of half-time employment with another District voids the employees' right to remain in the employment pool.

SECTION 8. EVALUATION

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance.

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

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

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

- “(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”
- (2) The District agrees to comply with all requirements for evaluation as set forth in RCW 28A.405.100.

EVALUATOR QUALIFICATIONS:

All assigned evaluators shall have been trained in the evaluation processes. The Association President may at any time request the dates and content of the training completed by the evaluator.

Any teacher who receives a summative evaluation rating of Basic or Unsatisfactory may request an alternate evaluator for the subsequent school year. The request shall be made in writing to the Superintendent no later than October 1st of the year in which the alternate evaluator is requested. The Superintendent will respond in writing to approve or deny the request within five (5) days.

A. APPLICABILITY FOR EVALUATION PROCESSES

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

1. Classroom Teacher Evaluation Process

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades, including music, art and physical education teachers. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, Librarians, Nurses, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 8.B. Refer to the Transition Plan in the Memorandum of Agreement for applicability.

2. Non-Classroom Teacher Evaluation Process:

Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, Librarians, Nurses, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of “classroom teacher” shall remain under the previous evaluation system, as defined in this Agreement. This evaluation process is delineated in Section 8.C.

B. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not

include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, Nurses, special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition.

No teacher shall be evaluated by an evaluator who has not been trained in the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The Association President may at any time request the dates and content of the training completed by each evaluator. Prior to October 1 each year, the District Superintendent and all evaluators shall meet with Association designees to jointly review the language in Article III, Section 8 and related Appendices D to ensure compliance with the negotiated agreement.

1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article III, no later than October 1 each year, each teacher shall receive adequate professional development to comprehend the framework and understand the negotiated evaluation process contained in Article III and Section 8 and Appendix D-7 through D-13.

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

2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

Definitions

a. Criteria shall mean one of the eight (8) state defined categories to be scored.

b. Component shall mean the sub-section of each criterion.

c. Evaluator shall mean a certificated administrator who has been trained in the use of the specific instructional framework and rubrics contained in this Agreement and any relevant state or federal requirements.

d. Artifacts shall mean any products generated, developed or used by a certificated teacher. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

e. Evidence shall mean examples or observable practices or relevant documentation of the teacher's ability and skill in relation to the instructional framework rubric.

f. 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.

g. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher and evaluator jointly.

Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

h. Observe/Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, or 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.

3. 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.

4. 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 D-7.

If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail unless the terms of the Agreement are in conflict with state law, in which case, the laws of Washington State shall prevail.

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

5. Criterion Performance Scoring

- A. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- B. Each rating will be assigned the following numeric values:
 1. Unsatisfactory – 1
 2. Basic – 2
 3. Proficient – 3
 4. Distinguished – 4
- C. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix D-9.

6. Summative Performance Rating

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

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

7. Student Growth Criterion Score

A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

1. 5-12—Low
2. 13-17—Average
3. 18-20—High

B. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. The teacher and evaluator will agree on what these multiple sources will be. It may include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers, unless mutually agreed to by the teacher and evaluator.

C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. At the teacher's discretion, the teacher and evaluator will agree to engage in one of the following :

1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.

8. 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, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting:

After September 15th or 15 days after of the start of the school year, whichever is later, the teacher and evaluator shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal (Appendix D-8).

C. Artifacts and Evidence:

1. The evaluator and teacher will jointly collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
3. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation. However, the evaluator may request artifacts and evidence specific to a criteria if he/she is unable to document performance in another way.

D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Multiple methods of compiling required documentation may be used.
3. Teachers shall have access to their compiled documentation account/file in subsequent years.
4. Evaluators shall notify the teacher of any additional evidence submitted to compiled documentation account/file within forty-eight (48) hours.
5. Any and all data entered into compiled documentation account/file shall be considered confidential, and not be subject to public disclosure.

E. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without prior consent of the teacher. Note: this does not preclude the use of a device such as an iPad to facilitate the evaluator's transcribing of the observation.

F. Alternative Evaluator

On request, teachers receiving a "Basic" or "Unsatisfactory" overall rating on a summative evaluation shall be assigned an alternative evaluator for a period of one (1) year only. Requests must be submitted in writing by October 1st. The District will assign another qualified evaluator to the teacher for a period of one school year.

9. COMPREHENSIVE EVALUATION PROCESS

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

A. 1st Pre-Observation Conference:

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The conference will be held in the teacher's classroom. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as

the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. The teacher and evaluator will also discuss the sources of point to point student growth to be utilized during the school year.

B. 1st Formal Observation:

1. There shall be one (1) prearranged formal observation for each employee that shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) 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 (90) ninety minutes; the third observation shall follow the process as outlined herein. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation meeting unless a timeline extension is mutually agreed to by the teacher and evaluator.
3. The evaluator will document all formal observations using the negotiated form (Appendix D-9) and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
4. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and may be used to determine the final evaluation score.

C. 1st Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date. The conference will be held in the teacher's classroom to facilitate the documentation of artifacts and evidence.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix D-9).
3. If there is a criteria for which the teacher is rated below "Proficient" during the observation, the evaluator will suggest possible solutions in writing. If applicable, the evaluator will identify specific support and resources to be made available to support the teacher's growth in this area.

4. The teacher may attach written comments to the observation report.

D. Subsequent Observations

Subsequent observations will occur no later than eight (8) to ten (10) weeks after the first formal observation and, ideally, in different semesters or trimesters. All subsequent observations will be documented using the criteria contained in the negotiated form (Appendix D-9).

If a teacher receives a score of Basic – 2 or below on any criterion following their second required formal observation, the evaluator shall arrange with the affected teacher a minimum of two (2) informal observations to provide additional opportunities to gather artifacts and evidence and to provide a plan for professional growth and coaching to the employee to ensure professional growth in the area(s) of concern.

E. Post-Observation Conferences

1. Post-observation conferences between the evaluator and teacher will be held no later than five (5) days after the formal observation date, unless otherwise agreed to by the teacher and the evaluator. The conference will be held in the teacher's classroom to facilitate the documentation of artifacts and evidence.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and (Appendix D-9) may be used to determine the final evaluation score.
3. If there is a criteria for which the teacher is rated below "Proficient" during the observation, the evaluator will suggest possible solutions in writing. If applicable, the evaluator will identify specific support and resources to be made available to support the teacher's growth in this area.
4. The teacher may attach written comments to the observation report and observation notes.
5. The teacher may request additional observations.

G. Informal Observations

1. Informal observations may be used for the purpose of gathering artifacts and evidence for the evaluation process. The evaluator shall document artifacts/evidence on the Proof of Artifacts and Evidence Documentation Form (Appendix D-11) and provide a copy to the employee within five (5) days of the informal observation. Such documentation shall be used to support and complete information gathered during the formal observations, but it shall not be used to negatively impact a teacher's summative evaluation score.
2. Observations by non-evaluators in the course of "Walkabouts" or "Instructional Rounds" may not provide the basis for teacher evaluations, nor shall observations commissioned by the State pursuant to the identification of the District schools relative to "failing" status be utilized for this purpose.

H. Pre-Summative Evaluation/Final Summative Evaluation Conference

1. No later than May 15th the evaluator and teacher shall meet to discuss the teacher's pre-summative evaluation score, reflecting his/her preliminary ratings for the teacher on all components and criteria being evaluated, at least two (2) days prior to completion of the final summative evaluation. The conference will be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence, or the record does not include evidence of Proficient level of performance.
5. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, he/she shall be granted any of the following:
 1. An additional observation by June 1st; the use of the results of this additional observation shall be at the discretion and judgment of the evaluator.
 2. An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association. While the alternative evaluator will review the evidence, the contents of the final evaluation and whether or not to modify it based on the scoring of the alternative evaluator, will be at the discretion and judgment of the evaluator.
 3. Assignment of a new evaluator for the ensuing school year.
 4. The final evaluation of each teacher shall be evidence based and based on the state formula contained within this Agreement.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Report (Appendix D-9). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

10. FOCUSED EVALUATION

If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation (refer to Appendices D-8, D-10, D-12 and D-13). The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

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 must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later (Appendix D-10 Focused Evaluation Request Form). The decision of the evaluator must be communicated during the prior year's final evaluation conference if it is based on specific concerns regarding teacher performance.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator. Teachers on the Focused Evaluation Process shall set one (1) student growth goal (Appendix D-8).
- B. 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-observable, 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, the evaluation of the teacher may include the observation of duties that occur outside the classroom setting during the teacher's workday. Observations and conferences for the focused evaluation shall follow the timelines set forth in Section 3, Procedural Components of Evaluation, and Section 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 (refer to Appendix D-12-Focused Evaluation Final Summative Evaluation Report).
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

11. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. At the request of the teacher, the Association will be notified when any teacher is judged below Proficient -3, within five (5) school days.
- B. When a teacher is judged below Proficient, the 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 four (4) days of district funded release time to observe colleagues' instruction;
 - 3. The teacher shall be granted different certificated employee evaluator for the next school year, providing a request is made in writing no later than October 1 of that year;
 - 4. The teacher will be assigned only one (1) work location, i.e., one classroom; if feasible.
 - 5. The teacher will choose a mentor with the approval of the evaluator . If the mentor agrees to work with the teacher, he/she will be assigned and compensated;
 - 6. The teacher may choose to participate in a voluntary structured support plan;
 - 7. 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).

8. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a written support plan for professional growth and coaching will be mutually developed by the evaluator and teacher within ten (10) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

12. PROVISIONAL EMPLOYEES

When there is concern about progress of a provisional employee as documented on an observation report form, the evaluator will suggest possible solutions in writing. If applicable, the evaluator will identify specific support and resources to be made available to support the teacher's growth in this area. At the request of the employee, a meeting will be scheduled with the provisional employee and an Association representative to occur within five (5) days after the post-observation conference, unless a longer time frame is mutually agreed to, to review the observation report and suggested solutions and to determine District and Association support to be provided to the employee. At that time, there will be developed a plan whereby the employee will be assisted in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

13. PROBATION

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

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers being evaluated using UW CEL 5 D+ 3.0 Rubric may only be placed on probation from the Comprehensive Evaluation Process described in Section 8.B.9.
- 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 III Section 6, 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 administrator's judgment that the performance of the employee is "Unsatisfactory" or "Basic" on the UW CEL 5 D+ 3.0 Rubric, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1 or Basic-2. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable plan for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any 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.
- G. Evaluation During the Probationary Period
1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed. However, additional concerns about employee performance that arise during the probationary period will be brought to the attention of the employee in writing, but shall not be used as a basis for the probation.
 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.

4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD. The additional evaluator shall be selected and assigned within 5 days of the teacher's request.
- H. A teacher who is on a plan of improvement 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. A written notice will be provided to the teacher at the time this decision is made.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
- J. Evaluator's Post-Probation Report
Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent:
Following a review of the report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- M. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed:
1. Final Evaluation

2. Notice of Probation
3. Notice of Removal from Probation and/or Notice of Superintendent Action

14. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.210.

15. 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 and request for a hearing as provided by statute (RCW.28A.405.210 and 28A.405.300) and by this Agreement.

16. 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.

B. Evaluation results shall not be:

1. Shared or published with any teacher identifying information unless a request is made under the Public Records Act, in which case the individual and Association will be notified and provided a reasonable opportunity to seek a court order to prohibit the disclosure.
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.

17. 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.

C. NON-CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, Contract Learning, Nurses, teachers on special assignment, instructional coaches and all other certificated employees who are not classroom teachers.

1. **Teacher Evaluation Procedures.**

1. During each school year all certificated classroom teachers and certificated support personnel shall be observed for the purpose of evaluation at least twice in the performance of assigned duties. Total observation for each employee for each school year shall not be less than sixty (60) 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
 2. The evaluator shall meet with the teacher or support person in a pre-conference within ten (10) days of the first observation. During the conference the evaluator and the staff member shall discuss lesson plans and identify items to be observed.
 3. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared.
 4. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90)-calendar days of their employment period.
 5. The evaluation and observation shall be completed before May 15 of each school year.
 6. The employee's signature on the evaluation report (*Appendix D-1*) indicates that he/she has received a copy of the report. The signature, however, does not necessarily imply the employee agrees with the contents of the evaluation report.
 7. The employee shall have the right to attach his/her comments to the evaluation report.
2. **The evaluator** shall hold a conference within ten (10) days following the final observation with the teacher and provide him/her with a copy of the written evaluation report (*Appendix D-1*) and discuss the evaluation with the teacher observed. (*If the administrator finds that the teacher has not met the levels of expectation, the reasons therefore shall be set forth in specific terms.*) An identification of ways in which the teacher is to improve and the types of assistance that may be given by the administrator and other staff members will be specified. One (1) copy of the evaluation report shall be retained by the teacher, and two (2) copies shall be signed by the teacher, one of which shall be placed in the teacher's personnel file. Within ten (10) school days of the conference, the teacher may submit signed comments concerning his/her evaluation report which shall be attached to the reports in his/her personnel file and considered with the evaluation report.
3. **Short Form Evaluation Procedure** After an employee has four (4) consecutive years of satisfactory evaluations under provisions of this Agreement, the principal or other supervisor may elect and the affected employee may mutually agree to use a short form of evaluation (*see Appendix D-6*). The short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written

evaluation based on the teacher evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in Section 4 of this Article shall be followed at least once every three (3) years for each employee, and an employee or principal or other supervisor may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of the employee's employment contract.

4. The Probation Period.

At any time after October 15th, an employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. (*RCW 28A.405.100*)

- 1) The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of an employee's performance. If an employee's performance is judged unsatisfactory in accordance with the Evaluation Procedure and criteria herein, the employee shall be considered for placement on probation; however, no employee shall be placed on probation unless an evaluation has been completed prior to January 20. The probationary process shall apply to provisional employees as well as continuing teachers in accordance with RCW 28A.405.100.

The Association President shall be notified by the Superintendent by January 10 each year if any employees are being considered for probation.

- 2) The probationary period shall begin at any time after January 20 and shall include sixty (60) school days in the same school year.
- 3) In carrying out the probation procedure, the following steps shall be followed:

Step 1.

The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held before the date of the formal evaluation and in no case later than January 20. The employee shall have an opportunity to have an Association representative in attendance at the conference.

Step 2.

If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

- a) a specific definition of the problem in terms of performance deficiency.

- b) a specific set of expectations delineating what would constitute acceptable performance in the problem areas defined.
- c) a prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance.
- d) a statement of possible assistance or counseling by the principal or other supervisor to aid the employee in improving his/her performance to an acceptable level.

Step 3.

The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation. If the Superintendent or designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.

Step 4.

The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this and other provisions of the Agreement and state statutory requirements. During the probationary period, the principal or their supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

Step 5.

If by May 1 and after all the steps and processes of the probationary period have been followed, and if the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.

Conversely, if by May 1 and after all the steps and processes of the probationary period have been followed and the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.

In either case, the Superintendent shall notify the employee in writing no later than May 15 of the status of his/her contract renewal.

The use of formal probationary process will not be a requirement for teachers during their provisional contract years. (RCW 28A.405.220)

However, the following shall be implemented:

Step 1:

The principal shall meet with the teacher in an attempt to resolve matters relating to performance before probation is recommended. The teacher shall have an opportunity to have an Association representative in attendance at the conference.

Step 2:

If a teacher is being recommended for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be in writing and a copy of that recommendation be sent to the teacher.

Step 3:

The Superintendent shall review the principal's recommendation for probation. If the Superintendent determines that there is an alternative to probation, he/she may continue to work with the parties involved. The principal shall be responsible for supervising the probation. The principal may ask for assistance from the Superintendent to supply additional resources during the probationary period.

- D. No later than May 1, a summarized written evaluation report and recommendation for each teacher placed on probation shall be submitted to the Superintendent; and at the same time a copy shall be submitted to the teacher and, if the teacher requests, to the Association President.
- E. In the event that the report contains any information not previously made known to and discussed with the teacher, the teacher may submit a written statement which shall be attached to the evaluation report and recommendation. Within five (5) days from the receipt of the report, the teacher may request and shall be given a hearing with the Superintendent. The hearing shall be held within five (5) school days of receipt of the request from the teacher.
- F. If the observation is to be used for discharge, demotion, suspension or probation purposes, it shall be in writing, shown to and discussed with the teacher and included in the teacher's personnel file.

PROCEDURE IN THE EVENT OF UNSATISFACTORY PERFORMANCE

- A. The first responsibility of the evaluator is to assist an educator doing unsatisfactory work so that he may improve and provide good education for the students.
 - 1. Areas of deficiency shall be put in writing and discussed at a conference as soon as these deficiencies are recognized. These reports shall be made a part of the individual district personnel file. A written record of all major evaluative conferences shall be completed not later than the first of February.
 - 2. The administrator shall develop with the teacher a program to improve these deficient areas.
 - 3. Frequent conferences should follow this initial step to provide for follow-up evaluations as well as program revisions to help the educator improve.
 - 4. In connection with the development of such program, consideration should be given to utilizing the services of available resource persons to observe the employee's performance and make recommendations for improvement.

5. If the employee and supervisor are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver a written plan to the employee.
 6. During the probationary period the evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
- B. If in the judgment of the appropriate administrative or supervisory personnel the teacher has not improved or does not appear to be making adequate progress, the administrator shall recommend to the Superintendent that the teacher be reassigned, his/her contract not renewed, or that he/she be discharged.
 - C. If the teacher's contract is not to be renewed, the administrator shall discuss this recommendation with the teacher and counsel him about the advisability of his continuation in education.
 - D. If the teacher agrees with the administrator's recommendation, he may submit a letter of resignation. In no case shall the administrator attempt to coerce or "bribe" the teacher into signing a letter of resignation. All evaluations or recommendations for the teacher shall report his strengths as well as his weaknesses.
 - E. If the teacher disagrees, the Board must determine that there is sufficient cause for non-renewal or discharge and sufficient evidence to support the charge. The School Board shall give the teacher a written notice that his/her contract is not to be renewed or that he/she is to be discharged.
 - F. Written record of prior evaluations and anecdotal records shall be included to provide proof of sufficient cause.
 - G. Matters relating to discharge, non-renewal, or adverse affect of employees and which have an alternate form of resolution (superior court, Human Rights Commission, PERC, OCR...etc.) may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to remedies such as those illustrated above.

SECTION 9. ASSIGNMENTS, TRANSFERS, PROMOTIONS

- A. **Assignments.** All assignments in instructional personnel at the time of entry into the service of Lyle Schools are made under the direction of the Superintendent of Schools.
- B. **Teaching Assignments.** Teaching assignments are made by the Superintendent of Schools in consultation with the principals. Transfers may be made if conditions make such action necessary or desirable. Teachers are elected subject to assignment.
- C. **Voluntary Transfers).** In the determination of assignments and transfers, the convenience and work of the teacher shall be considered to the extent that these considerations do not conflict with the educational program.
- D. To assure that teachers are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:
 1. All vacancies and new positions including summer school and extracurricular activities shall be publicized to the staff and Association through a written notice which shall be

distributed to each teacher as far in advance of the date of the opening of any vacancy or new position as possible.

2. Said notice of vacancy or new position shall clearly set forth the job description for the position and the procedures for applying.
 3. All vacancies or new positions shall be filled on the basis of qualifications, evaluation and interview for the position.
 4. The District shall make an effort to fill vacancies and new positions with their present teaching staff before out-of-district hiring will occur.
- E. **Involuntary Transfers.** An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District.
1. The Superintendent will notify the affected teacher and the Association President in writing of the reasons for such transfer before the change is to become effective.
 2. Teachers who are transferred will be given priority on returning the following year to the position, subject area, or grade level from which they have been transferred if openings for which they are qualified become available.
 3. Any teacher subject to involuntary transfer after the school year begins shall be granted three (3) days paid release time to effect the transfer.”
- F. **Promotion Within the District.** If a position in the District is to be filled by applicants and those who are applying have equal academic preparation and experience fitted to the particular assignment and all qualifications are considered equal, then a present employee will be given the first consideration.
- G. **Employee Transition – District Initiated Change of Room or Building/Worksite**
1. When employees are moved due to a building closure, the opening of a new building, or involuntary room or worksite change, the District will provide physical assistance and transportation for instructional supplies, materials, and equipment for the affected employee(s).
 2. If the District requires an employee to make an involuntary room or building/worksite change, such employee will receive two (2) days of pay for an in-building move or for a building change.

SECTION 10. TEACHING HOURS

- A. The standard employee contracted workday hours shall be 7:30 am to 3:00 pm daily, inclusive of a 30 minute duty-free lunch period. Employees can modify their workday in writing after consultation and agreement to a schedule with the principal, as long as the total amount of time spent before and/or after the student instructional day equals sixty (60) minutes. Each teacher’s schedule should not change without consultation and agreement of the principal. In addition to the above, employees may adjust their schedules on individual workdays, in consultation with the principal.

All employees shall have a continuous thirty (30) minute duty-free lunch period. Work day defined as the time staff is to be on campus to their dismissal time not to exceed 7.5 total

hours, Monday through Friday. Time as described herein. In the event of a move to a 4 day work week, the work day defined as the time staff is to be on campus to their dismissal time not to exceed 8.5 total hours.

- B. All 6 -12 middle and high school employees shall have the equivalent of one (1) class period per day for planning time with a minimum scheduled planning time of two hundred (200) minutes per week during the student day. Elementary staff will have an equivalent amount of planning time as provided to secondary. On planned late start and early release days, the District will schedule all class periods with shortened periods for these days. When unexpected schedule changes occur due to inclement weather or other emergent issues, the District will endeavor to ensure K-12 staff are equitably impacted. Planning time shall be used for preparation and planning for instruction and related classroom activities at the employee's discretion and direction. An employee will receive fifty dollars (\$50.00) pay for each preparation period he/she forfeits in order to cover a class for another instructor. Payment will be made monthly provided a monthly written claim is submitted.

In lieu of the fifty dollars (\$50.00) compensation for the loss of each preparation period, lost prep time may be banked for comp time at the employee's discretion. Prep periods may be banked at the rate of one (1) day off for each four hundred twenty (420) minutes of lost time. The passing time before class is included. The banked time shall be kept on a Banking Prep Time form and submitted when complete. If time is to be banked, the correct box must be checked on the Prep Period Compensation form. This day shall be scheduled with a notice of five (5) school days. If not scheduled, the loss of prep time will be paid at fifty dollars (\$50.00) per lost preparation period. The payment will be made during the next full pay period and loss of prep time banking forms must be submitted by April 30. Time will not carry over to the next school year, but will be paid on the July check. The option of banking for the purpose of accumulating comp time ends April 30.

- C. Teachers can leave their building after the dismissal of their students on the days preceding fall, winter and spring break.
- D. If the District determines that a late start day will be scheduled to allow for staff development and collaboration time, the Superintendent will work with staff to collaboratively plan and manage these times for maximum gain in student outcomes in alignment with the school improvement plan. The District shall schedule this time to ensure that no employee loses preparation time on these early release days.
- E. The District may schedule up to two (2) Title I/Parent Engagement events annually after regular school hours. Staff will participate in these events and will be paid at their per diem rate of pay for the duration of the scheduled event. An employee who has a personal conflict with these scheduled events may be excused at the discretion of the Superintendent or Principal. If the event is not scheduled immediately after the employees' contracted work day, staff will have the option to complete work in their classroom related to curriculum and instruction until the event begins and will be approved for payment of this time per the Activities Supervision hours (refer to Appendix B).

SECTION 11. TRAVEL

Teachers utilizing their private vehicle, providing the district vehicle is not available, to travel on authorized school business shall be compensated at the most recent rate allowed by the State of Washington.

SECTION 12. PROFESSIONAL COMPENSATION

- A. The negotiated salary schedule is incorporated into the Agreement as Appendix A. Whatever salary increase is funded by the legislature will be passed on to the employees.
- B. Employees shall be awarded full credit for K-12 public school teaching experience. Credit on the salary schedule shall be given for each year's work experience in compliance with the negotiated Salary Schedule (Appendix A). Part time and substitute teaching/work experience shall be calculated on a pro rata basis. It is the employee's responsibility to provide written verification of substitute teaching experience hours. All documentation must be turned in by October 1 each year.
- C. Employees will be paid in twelve (12) equal monthly payments on the last working day of the month. An exception to this may be in December. The December payroll date shall be the last school day in December provided District funds are available on that date. Otherwise, the December payroll date shall be the last weekday of the month. Compensation will be handled through auto-deposit and specific information will be available through Skyward.
- D. When a faculty member has earned the right to a higher salary bracket by reason of increased professional training (*credits earned from an accredited post secondary institution*), the change shall be made on or before October 1. Certification of earned credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendent's office by September 15.

If, for some circumstance beyond the control of the employees, the college transcripts or grade reports are not available and the District has been notified by the college of the credit, the employee shall be granted the allowance for credit. Under all circumstances an employee is required to certify by official transcript any credit hours which qualify for salary improvement.

- E. Freedom to Select Course: The employees shall have the freedom of choice in taking classes which lead towards:
 - 1. An advanced degree
 - 2. A teaching credential
 - 3. Enrichment in a teaching area.
- F. The District shall accept all clock hours and inservice credits that are approved through OSPI for clock hour and inservice credit. The credit shall count for advancement on the salary schedule. Ten (10) clock hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule. Employees must provide documentation of all clock hours to ESD 112, which has the responsibility to record clock hours.
- G. Out-of-State Credit: Employees hired out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District, in conformance with S-275 reporting requirements.

- H. In the event of a mistake in payment resulting in under or overpayment, corrections shall be made on or before the 15th of the next month, provided, however, the adjustment will be made within a reasonable time period.
- I. Employees earning partial years of experience in the public schools (*part-time or less than a full year*) will advance a year on the Salary Schedule when the aggregate exceeds .5 FTE or more years of experience.
- J. Extra duty pay for curriculum work shall be at fifty dollars (50.00) per hour. Employees shall be paid for all time spent on curriculum development work with prior Superintendent approval. No employee shall be required to serve on such committee; participation is at the employee's discretion.
- K. Employees will have access to all payroll information pertinent to their monthly and annual pay via Employee Access on Skyward, or any other similar system used by the District. The District will train employees annually on use of the system.
- L. The District shall establish an Oregon Department of Revenue account for payroll taxes for employees who are residents of the State of Oregon for pay deductions for state taxes beginning in January 2020.

SECTION 13. INSURANCE

- A. The District agrees to pay the full cost per employee per month for the Health Care Authority retiree subsidy.
- B. Health insurance dollars will be pooled at the maximum of state funding per month per full-time employee. Health insurance premiums will be paid from the pool for each certificated employee. In the event the pool is not sufficient to cover all premiums the Association will meet and decide how best to assign excess costs to the employees.
- C. Retired certificated staff shall be allowed to participate in District insurance plan(s) in accordance with COBRA which allows retired or terminated employees to temporarily remain a part of the group to which they previously belonged.
- D. In accordance with RCW 28.A.400.210 the Parties agree to establish an attendance incentive program VEBA III Sick Leave Conversion Medical Reimbursement Plan for all eligible employees. Annual participation in the plan is in accordance with the state statute. The terms of participation in this plan must be renewed annually in December by a vote of the eligible membership.
- E. 2020 School Employees Benefits Board (SEBB) Transition:
 - 1. The District will adhere to SEBB implementation policy, procedures and state rules as set forth by the Washington State Health Care Authority.
 - 2. Since SEBB requires the payment at the end of the month in which benefits have been provided, there will be a one-month savings at the end of December 2019 for the employee and the District. Employees shall not pay an insurance premium in December 2019 due to transition to the (SEBB).

SECTION 14. LEAVES

Leaves of absence during the regular school year shall be granted as set forth in the following sub-sections pertaining to leave, and in the case of extreme emergency, not covered by policy, within the sound discretion of the Superintendent.

A. SICK LEAVE

1. At the beginning of each school year each teacher shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, poor health, maternity, family care, quarantine or other disability. Family care is defined as immediate family members to include spouse, children, parent who needs immediate primary care, or other dependents in your household. Each teacher's portion of unused sick leave allowance shall accumulate from year to year to a maximum equaling that of the number of days in the contracted work year.
2. Certificated employees will be allowed to cash in unused sick leave days in accordance with the most recent state statutory provisions, provided the State funds it.
3. Absence due to injury incurred in the course of the teacher's employment may be compensated 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 may be used, which when added to any of the above compensation shall equal but not exceed the employee's normal salary.
4. At the end of each year the District will provide each teacher with an accounting of their accumulated sick leave and all transactions concerning their sick leave days at that time period.
5. In the event an employee is off due to illness for more than five (5) consecutive school days he/she will be required to provide a doctor's statement verifying the illness.
6. In the event of a birth of a child of the teacher's spouse, ten (10) days of sick leave will be allowed.
7. A teacher who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. A teacher who has been granted leave may return to service during the period of the leave after giving twenty-four (24) hours written notice to the Superintendent with written permission of his/her personal physician.

B. SICK LEAVE SHARING

1. Bargaining unit members who have accumulated more than twenty two (22) leave days may donate up to six (6) accumulated sick leave days to other employees in any twelve (12) month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement this process. Transfer of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below twenty two (22) days.

2. The person receiving the donated days must have exhausted all accumulated leave before using the donated days and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:

- a. go on unpaid leave of absence; or
- b. terminate employment.

Donated sick leave shall also be allowed for an employee who is sick or temporarily disabled because of pregnancy disability, or needs time for parental leave to bond with a newborn, adoptive or foster child.

3. No employee shall use more than the number of contracted workdays per contract year. The employee may only receive and use up to a maximum of two hundred sixty-one (261) days of shared leave during total District employment.
4. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.
5. An employee using donated leave days shall receive the same benefits and pay as if they had been working.
6. Except for procedures in (5.) (immediately) above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree to not ask for return of the donated leave.
7. The District and Association shall each designate one (1) person who shall serve jointly for the purpose of reviewing requests for such leave.
8. Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
9. This Agreement will conform to state laws and WAC's.

C. PARENTING LEAVE

1. Maternity Leave

- a) A staff member may use accumulated, paid sick leave, for the period of actual disability attributable to pregnancy or childbirth. This period of disability shall extend from the date of birth for a period of not more than sixty (60) days, unless an actual period of disability which begins prior to the date of birth or continues beyond sixty (60) days is otherwise verified in writing by the employee's physician.
- b) If the employee's accumulated sick leave is exhausted during the period of maternity disability, the District shall grant a leave of absence without pay, upon the staff member's request, for the remainder of the period of actual disability due to pregnancy or childbirth.
- c) During any unpaid portion of such leave of absence, the staff member may pay the premiums for any District insurance plans to keep coverage in effect for the employee and her family in compliance with the Family Medical Leave Act.

- d) **Notice Required:** To be entitled to maternity leave under this section, the staff member shall inform the building principal a reasonable time in advance of her intention to take leave.
- e) Employees seeking maternity leave may receive PFML benefits (Refer to Article III, Section 14.M.) per the Employment Security Department guidelines at no less than twelve (12) weeks and as much as sixteen (16) weeks. While there is no time limit on pregnancy disability, for the purpose of PFML benefits, this period may extend the benefit to a maximum of sixteen (16) weeks. The employee may also access all other available leave benefits, as described in this section.

2. Adoption Leave:

Up to five (5) days sick leave may be used by each employee for court or other legal purposes (*i.e., home study and evaluation, adoption hearings, etc.*) required in the process of adoption.

3. Parental Leave:

Up to five (5) days sick leave may be used by each employee for the purposes of remaining at home with a newly born or adopted child outside the benefits identified under Maternity Leave, above.

4. Family Medical Leave Act:

All provisions under this section shall be in compliance with the FMLA.

D. BEREAVEMENT LEAVE

Bereavement leave, not to exceed five (5) days and non-accumulative, will be allowed with pay to all certificated employees for each death in the immediate family. "Immediate family" covers mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother, sister, grandparents, grandchildren, and relative living in the immediate household of the employee, or in the case of extremely close ties as explained to and approved by the administrator. Certificated employees who are required to complete the immediate estate may be granted additional leave by the school administration, to be deducted from sick leave.

E. EMERGENCY LEAVE

- 1. Five (5) days of non-accumulative paid emergency leave shall be granted each year. Emergency leave may be taken at the employee's discretion due to a problem that has been suddenly precipitated or is unplanned, or where pre-planning could not relieve the necessity for the teacher's absence, such as family illness or act of God, etc. Such leave shall not be taken for personal profit or pleasure.
- 2. Emergency leave will be deducted from sick leave. Employees shall notify their building principal twenty-four (24) hours in advance of such leave, if possible.

F. JURY DUTY AND SUBPOENA LEAVE

- 1. An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. If dismissed from jury duty and four (4) or more hours remain in the workday, the employee will contact the building principal to determine if they should return to work for the remainder of the day. If the employee is dismissed from jury duty the previous evening, the employee will inform the principal.

2. An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/her services, excluding transportation and per diem expenses, when the employee is the party in such action while in the performance of his/her duties; provided, however, but not in an adversarial role against the District.
3. The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis.
4. An employee shall notify the District when notification to serve on a jury duty is received.

G. MILITARY LEAVE

Teachers shall be granted military leaves of absence when required by law and shall not suffer any loss of efficiency rating, privileges, or pay according to RCW 38.40.060. The District agrees to follow the statutory provisions governing the re-employment of returned veterans.

H. ATTENDANCE AT PROFESSIONAL MEETINGS AND CONFERENCES

1. Any day on which a certificated employee, while absent, is engaged in an activity under the direction of the Board of Directors shall not be regarded as an absence, provided such business has been cleared through the Superintendent's office. (*Example: visiting other schools, speaking engagements involving education, research or preparation involved in presenting professional projects.*)
2. Certificated employees may be absent as representatives of the school district or the professional organization to attend educational meetings and to serve in workshops and on committees without deduction of pay, provided prior approval has been obtained from the Superintendent. The expense incurred by the certificated employee while he/she is serving as a representative of the school district shall be paid by the host district, the local school district or the professional organization. The nature of the meeting would determine which group was financially responsible.
3. Certificated employees may be granted leave with full pay for the purpose of attending official or private educational institutions and conferences. A request form for the above shall be utilized by the certificated employee organization five (5) days prior and given to the building principal and Superintendent for approval. This form will be provided by the school district.

I. PERSONAL LEAVE

Employees will be granted three (3) days personal leave per year, accumulative to six (6) days and not to be deducted from sick leave. Whenever possible, employees shall give two (2) days notice of their intent to use this leave. Personal leave shall be for matters the employee chooses.

Personal leave during the first two (2) weeks of school and the last one (1) week of school will be subject to approval of the Superintendent. Such leave shall be granted if a substitute is available.

Employees shall be given the option to cash out 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 six (6) day accumulation limit shall be automatically cashed out at the employee's per diem rate of pay and paid in the September paycheck.

J. OTHER LEAVES

1. Leaves of absence of up to one (1) year without pay may be granted teachers for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related field, Association or Association related business.
2. Leaves of absence may be approved by the Board of Directors upon recommendation of the Superintendent. The teacher is entitled to return to the District to a position that is mutually agreeable. This leave, if for one year, entitles a teacher to a normal salary increment if teaching in another school district or if approved by the Superintendent.
3. Upon request by the teacher, the leave may be extended for an additional year upon recommendation by the Superintendent.
4. An employee may request the District to grant them up to five (5) days of unpaid leave when a situation necessitates leave in excess of the employee's accumulated personal leave. This leave may be granted if classroom coverage is available.

K. ASSOCIATION LEAVE

1. Five (5) days of Professional Leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or negotiations when mutually agreed to, or other Association business. The five (5) days shall be provided for the total staff, and this provision shall not be interpreted to mean that five (5) days leave may apply to each Association officer or staff member; provided, however, no more than two (2) members may take leave at one time.
2. Requests for leave shall be submitted in writing by the Association President to the Superintendent four (4) days before the leave is to take effect. The reason for the leave is to be clearly stated.
3. The Superintendent shall acknowledge receipt of the request to the Association President, the principal and the employee taking such leave. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association. Upon return from leave, the employee shall complete the proper leave form as provided by the District. The certificated employee shall suffer no loss of any other benefits.

L. NATIONAL AND STATE CONVENTION LEAVE

1. Certificated employees will be authorized leave for purposes of attending a National or State Educational Convention. Employee leave request must be received by the Superintendent at least two (2) weeks (*14 days*) prior to the requested leave.
2. A maximum of five (5) consecutive working days leave will be authorized to attend a National Convention. A maximum of two (2) consecutive working days will be authorized to attend a State convention.
3. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute and shall be paid by the Association.

M. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state guidelines. Employees may initiate the use of this leave prior to exhausting all accumulated leave. Commencing January 1, 2019, the District shall pay fifty percent (50%) of the payroll premium and the employee will pay fifty percent (50%) of the payroll premium. 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.

SECTION 15. EMPLOYEE WORK YEAR

- A. Contract year will be defined as 180 days.
- B. Any change in the number of workdays shall be by mutual agreement, except in case of emergency. Any extension of contracted days as described in this section will be paid at true per diem.
- C. Additional in-service conducted by the district beyond the normal work day and/or normal calendar of 180 days shall be paid at a per diem rate.
- D. The annual calendar negotiations will be addressed if changes are requested and mutual agreement between all parties involved will be agreed upon before any modification to the calendar becomes effective. If the school calendar must be modified due to inclement weather or other emergencies, the District and Association will meet to discuss how the make-up days will be scheduled. The final determination will be up to administration and the school board.
- E. Student/parent/teacher conferences will be scheduled after the first and third quarter grading periods to meet the needs of each building and grade level. An early release for students shall be scheduled on the Friday after the end of each quarter, to allow employees a half day to work onsite for grading, to be scheduled into the calendar. The following Friday after conferences with early dismissal (after lunch) of students, staff may leave following the buses. Staff may leave earlier if approved by the administration. It is expected that teachers maintain a current grade book and update their information weekly in the electronic grade book prior to the start of each school week.
- F. **Optional Days/Professional Learning Days**
 - 1. There shall be one (1) optional day at the beginning of the school year. Employees working this day will be paid at each employee's per diem rate of pay for the prior school year, which shall be used for classroom/professional preparation for school. Each employee must sign an office sign-in sheet to indicate the date and hours worked and will complete and submit a time sheet for payment in the next pay period.
 - 2. There shall be the following required. Professional Learning Days, to be scheduled annually with mutual agreement of the District and Association. These days will be paid

at each employee's per diem rate of pay for the current/upcoming school year in the next pay period.

- A. For the 2019-20 school year, two (2) Professional Learning Days will be scheduled on the two (2) days immediately following the last student instruction day.

Employees will have the opportunity to provide input on topics for these days to ensure the content is relevant to current student instruction issues.

- B. Beginning in the 2020-21 school year, there shall be three (3) Professional Learning Days, which shall be scheduled prior to the first student instruction day. Employees will have the opportunity to provide input on topics for these days to ensure the content is relevant to current student instruction issues. In compliance with RCW 28A.150.415, the District must use one (1) of these days to train employees in one or more of the following topics:

- Social-emotional learning,
- trauma-informed practices,
- using the model plan developed under RCW 28A.320.1271 related to recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, antibullying strategies, or culturally sustaining practices.

3. 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 beyond the workday or on a non-contracted day, pre-approved by the District Superintendent.

- G. When possible, IEP meetings will be scheduled during class time and an administrator will cover the teacher's normal duties to allow the teacher to attend.

SECTION 16. FACILITIES

The District shall, make provision in each classroom in which certificated employees are assigned for adequate storage and equipment and a system so that employees have access to their teaching assignment area and work area for the purpose of carrying out their assignments. Concerns relating to employee facilities shall be routed through the building principal and/or Superintendent for consideration. Such requests shall receive notice of implementation or feasibility. All classrooms and instructional areas shall be upgraded and maintained to accommodate the age and grade of the students to these rooms/areas.

SECTION 17. CLASSROOM SIZE AND PARAEDUCATORS

- A. Grades K through 5 shall not exceed twenty six (26) students per classroom. For K-5 classes that exceed twenty four (24) students, a paraeducator will be assigned during math and ELA instruction times. In the event this number is exceeded for one (1) monthly enrollment, this problem will be alleviated by the second enrollment period. The classroom shall be reduced in size by:
1. Transferring of students to a comparable smaller classroom of the same grade or

Lyle EA

2. The addition of a staff member to create a new classroom.
- B. A Kindergarten class of eighteen (18) or more students will have three (3) hours of paraeducator time.

ARTICLE IV - OTHER CONDITIONS OF EMPLOYMENT

SECTION 1. 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 regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.
- B. The Board and Superintendent shall support and uphold teachers in their efforts to maintain discipline in the District in accordance with district discipline rules and building rules. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state law or regulations. Should an employee be threatened with an assault or be assaulted by a student, parent or other person while on district property or during a school sponsored event, such employee shall report such threat or assault to the employee's supervisor or designee. Following district policy and procedures the supervisor or designee shall assess the incident and inform the employee what action, if any, has been taken in response to the alleged threat or assault in accordance with State and Federal regulations.
- C. Expectations of Employees in Physical Confrontations
The District and the Association have agreed upon the following expectations when employees find themselves facing physical confrontations:
- Employees have a responsibility to help ensure a safe and secure environment for their students.
 - Employees are not expected to place themselves in harm's way.
 - 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. District Instructional Meetings
- Commencing in the 2020-21 school year, prior to the first student day, the District shall conduct instructional meetings for teachers concerning all applicable federal, state, and local laws; district rules, regulations and procedures pertaining to student rights, due process and the processing of student discipline.
 - Teachers shall also receive documentation showing disciplinary codes and discipline flow charts. The District shall review the discipline flow chart with employees annually and make revisions, with input from employees.
- E. The District agrees to follow the most recent student discipline procedures established by the Legislature, including the provisions to exclude disruptive students.
- F. In accordance with state law, an employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline. Removal at any level shall be for all or any portion of the balance of the school day or until the principal

or designee and teacher have conferred, whichever comes first; provided, that except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action; provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of that class or activity period.

- G. Before re-admittance, there may be a signed agreement finalized between the student, parent or guardian and the teacher specifying the future behavior expectations of the student.

SECTION 2. 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:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the teacher.
- B. The teacher shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

SECTION 3. IN-SERVICE COMMITTEE

- A. A committee of three (3) teachers to be selected by Lyle Education Association and two (2) administrators will be organized to plan the activities for one of the in-service days and make such recommendation to the Superintendent. The Committee may also meet and confer at other times during the school year to make recommendations concerning establishing in-service courses or other curriculum related matters to the Superintendent. Any state funds specifically designated to be utilized by employees for student materials and supplies shall be for the use of the employee.
- B. The Association may recommend to the District topics for after school courses, workshops, conferences, and programs designed to improve the quality of instruction. Employees shall have the opportunity for professional input regarding adoption of student textbooks. A Textbook Adoption Committee will be convened and will be comprised of two (2) teachers appointed by the Association President, one (1) administrator and one (1) member of the community. Decisions regarding textbook adoption shall be made by a majority vote of the Committee. Employees serving on the Textbook Adoption Committee shall be compensated at thirty five dollars (\$35.00) per hour for any meetings/work sessions held outside the contracted work day.

SECTION 4. INCLEMENT WEATHER

- A. When schools are closed because of inclement weather, ice, snow or other acts of nature, employees shall not be required to report to work.
- B. Employees shall suffer no loss in wages, benefits, or contractual or statutory advantages, if the Superintendent of Public Instruction grants a waiver and the District receives its state apportionment moneys, as a result of such working rules and will not be required to make up lost days because buildings are closed due to construction or construction-related problems.

- C. **Make-Up School Days.** When the District is required by law to make up school days missed in order to receive its appropriation due to emergency school closure, such scheduling of make-up days shall be accomplished in consultation with the Association.

SECTION 5. SAFE WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably 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. Subject to law, employees may use such reasonable physical force with a student as is necessary to protect him/herself, a fellow employee, a teacher, an administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property. No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions.
- B. There shall be at least one (1) administrator or administrative designee available at each worksite within thirty (30) minutes to assist employees in the handling of student discipline matters.

SECTION 6. REPLACEMENT EMPLOYEES

- A. Certificated employees who are hired to replace regular certificated employees or serve as replacement employees for a period in excess of twenty (20) continuous working days shall be considered as replacement employees and shall be for the period of their actual service considered as members of the bargaining unit subject to all the rights, privileges, and obligations therein and subject further to the provisions of this section concerning replacement employees; provided, however, insurance benefits will start on the twenty-first (21st) continuous workday.
- B. Replacement employees shall only be entitled to any continuing contract laws as provided by law if the District provides in writing that the replacement employee's employment shall be extended to a permanent basis. If no such written notice is given to the replacement employee prior to the end of the school year in which the replacement employee was hired, the replacement will be given consideration over new job applicants seeking positions; provided, however, they file a written statement of such desire for the vacancy they seek to fill.

SECTION 7. DISPENSING OF MEDICINE

No teacher shall be required to dispense or administer medication unless qualified and legally authorized to do so.

SECTION 8. CLASSROOM/ PROGRAM SUPPLIES

Annually, the District will adequately budget for and provide consumable supplies and materials for all classrooms.

- A. The District will provide the necessary basic materials for curriculum implementation, in consultation with the affected teacher, within budget limitations.
- B. In addition, each employee will be reimbursed for up to two hundred dollars (\$200.00) per year for the purpose of purchasing additional instructional materials and consumables.

Claims for reimbursement may be submitted on or before June 1 each year. Reimbursement requires a submission of itemized receipts.

SECTION 9. MENTOR PROGRAM

An employee who is in their first or second year of teaching, pending grant funds, will be provided a mentor. A mentoring plan will be developed collaboratively by the building principal and the affected employees. Grant funds will be used to compensate the mentor and mentee at \$50 per hour each when collaborating outside of the work day. These funds will also be used for substitutes, mileage and other expenses for professional development required by the grant, with pre-approval of the principal. When the grant funds are depleted, staff may continue the mentoring agreement without pay if both staff members are in agreement.

ARTICLE V - GRIEVANCE PROCEDURE

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

In the event that a teacher believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within fifteen (15) days of the occurrence of which he complains.

STEP 1 REPLY

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

STEP 2

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

STEP 3

If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within the period above provided, the grievance at the option of the Association hereto may be submitted before an impartial arbitrator. The Association shall initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) school days of receipt of the written disposition of the Superintendent. A request for a list of arbitrators will 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.

The decision of the arbitrator, when acting within his jurisdiction, shall be final and binding upon both parties.

ARBITRATION COSTS

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

JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide only the interpretation and application of this Agreement. Upon request of either party, the merits of a grievance and the determination of the jurisdiction of the arbitrator shall be consolidated.

In the event that the arbitrator's award is unsuccessfully challenged in court, the challenging party shall be liable for the reasonable costs and attorney's fees of the prevailing party.

TIME LIMITS

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

GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Every effort will be made to avoid disruption of the operation of the District.

INDIVIDUAL COMPLAINTS

In accordance with RCW 41.59.090 any teacher may at any time present his grievance to the District and have his grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

CONTINUITY OF GRIEVANCE

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

DURATION OF AGREEMENT

- A. Duration of this agreement shall be from September 1, 2019 through August 31, 2022.
- B. This Agreement shall be reopened at least ninety (90) days prior to August 31, annually for negotiations on salary, benefits, and legislative impact. This Agreement may be opened for amendment(s) by the mutual consent of both parties.
- C. This Agreement shall be opened for the purpose of negotiating a successor contract at least ninety (90) days prior to the termination date.
- D. The terms and conditions of this contract not reopened shall continue in full force and effect until a successor Agreement is negotiated in compliance with RCW 41.59.170.
- E. This Agreement shall be reopened annually, provided written notice is given by either party no later than June 30 each year, for the purpose of negotiating compensation and benefit issues. Each party may also open for bargaining three (3) additional items each year. The District and Association agree that, for the Duration of the 2019-22 Agreement, the salary schedules in Appendix A shall be excluded from reopener.

Lyle Education Association

Lyle School District

By: Chris Wood

By: Dr. Ann Varkados

Date: 5-18-2020

Date: 5/19/2020

APPENDIX A SALARY SCHEDULE 2019-2020

APPENDIX A 2019-20 SALARY SCHEDULE

180 Day 2% IPD + 2% Increase from 2018-19 Salary Schedule

<u>Years of Service</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90</u>
									<u>OR</u> <u>Ph.D.</u>
<u>0</u>	44570	45773	47021	48270	52282	54865	53435	57447	60032
<u>1</u>	45170	46390	47653	48958	53010	55580	54029	58082	60650
<u>2</u>	45741	46973	48250	49656	53697	56293	54627	58668	61265
<u>3</u>	46330	47574	48864	50315	54348	57007	55194	59225	61885
<u>4</u>	46907	48207	49504	51006	55062	57741	55788	59846	62525
<u>5</u>	47505	48809	50120	51705	55747	58479	56393	60436	63168
<u>6</u>	48119	49394	50750	52413	56435	59182	57012	61035	63780
<u>7</u>	49195	50492	51865	53618	57701	60523	58171	62252	65076
<u>8</u>	50774	52140	53545	55444	59582	62507	59996	64134	67059
<u>9</u>		53847	55322	57290	61523	64548	61839	66076	69101
<u>10</u>			57120	59229	63520	66646	63782	68072	71198
<u>11</u>				61226	65610	68799	65778	70164	73350
<u>12</u>				63159	67756	71041	67853	72308	75593
<u>13</u>					69955	73337	70001	74507	77889
<u>14</u>					72164	75719	72213	76862	80272
<u>15</u>					74042	77690	74090	78859	82360
<u>16/16+</u>					75523	79242	75572	80436	84006

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

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

1 credit = 1 quarter of college/university credit = 10 clock hours

APPENDIX A-2 SALARY SCHEDULE 2020-21

2019-20 Base Salary Schedule will be increased by IPD + 1%

APPENDIX A-3 SALARY SCHEDULE 2021-22

2020-21 Base Salary Schedule will be increased by IPD

APPENDIX B- EXTRA-CURRICULAR PAY SCHEDULE

	0 Yr*	1 Yr*	2 Yr*
Music(<i>Pep band and concerts</i>)	\$1683 for 2019-20 Increase by IPD annually thereafter	\$1887 for 2019-20 Increase by IPD annually thereafter	\$2091 for 2019-20 Increase by IPD annually thereafter
Activities Supervision (inclusive of Class Advisors, Activity Advisors, Winter Program, Math Nights, Theater, Title 1/Parent Engagement Meetings and related employee time beyond the contracted workday, and all similar activities outside the contracted work day)	Up to 25 hours at each employee's per diem hourly rate with prior approval of the Superintendent		
Student Field Trips/Activities which includes an overnight stay for the supervising employee	\$100 per night		

*Years refer to years of experience in the activity within Lyle School District.

**APPENDIX D1 - SUMMATIVE EVALUATION OF CERTIFICATED
CLASSROOM TEACHERS)**

Teacher's Name _____ Date _____
_____ Year End
_____ 90 Day

+ = Satisfactory - = Needs Improvement U = Unsatisfactory
Blank Space = Not Rated/Not Applicable

Comments under all headings describe specific performance indicators observed but may also include other pertinent information. Comments must be made in all sections.

_____ 1. **KNOWLEDGE OF SUBJECT MATTER.** The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators

- 1.1 Uses District adopted curriculum as the framework for subject matter;
- 1.2 Shows enthusiasm and interest in subject(s) taught;
- 1.3 Presents content accurately;
- 1.4 Teaches process and skills appropriate to the subject area and to the students' interests and abilities.

Comments: _____

_____ 2. **INSTRUCTIONAL SKILL.** The certificated classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in designing an instructional experience.

A. PLANNING:

Performance Indicators

- 2.1 Identifies the learning needs of individual pupils;
- 2.2 Plans and develops a variety of instructional experiences and strategies;
- 2.3 Evaluates and selects from available materials to meet varied student needs and abilities;
- 2.4 Demonstrates an ability to differentiate curriculum and/or modify lessons to meet a wide range of student abilities;
- 2.5 Plans assessment aligned with lessons and units; utilizes assessment results in subsequent planning;
- 2.6 Takes into consideration the cultural background of all minority students when planning learning experiences;
- 2.7 Applies consistent grading standards.

Comments: _____

B. INSTRUCTION:

Performance Indicators:

- 2.8 Implements an instructional plan;
 - clearly states objective to students
 - provides clear directions to students
 - models expectations for students
 - continuously checks for student understanding and modifies instruction accordingly
 - uses appropriate guided and independent practice and homework;
- 2.9 Uses principles of learning to facilitate learning of objectives:
 - developmentally appropriate practices
 - motivation
 - retention;
- 2.10 Motivates students to attend to daily lessons and utilizes strategies that actively engage students in learning;
- 2.11 Organizes and instructs to maximize student time on task;
- 2.12 Uses strategies to develop higher order thinking skills; uses effective questioning techniques allowing “wait time” when questioning students.

Comments:

_____ 3. **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators

- 3.1 Organizes the physical setting so that it contributes to learning;
- 3.2 Maintains orderly, efficient classroom environment conducive to learning;
- 3.3 Organizes individual, small groups, and large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desires, such as
 - cooperative learning groups,
 - peer tutoring,
 - cross age tutoring groups,
 - competitive,
 - individualized,
 - other.

Comments:

_____ 4. **THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

Performance Indicators

- 4.1 Recognizes conditions which may lead to disciplinary problems;
- 4.2 Establishes clear parameters for student conduct and makes known these expectations;
- 4.3 Holds students accountable for expectations;
- 4.4 Develops appropriate strategies for preventing disciplinary problems;
- 4.5 Responds appropriately to disciplinary problems when they do occur;
- 4.6 Resolves discipline problems in accordance with law, school board policy, and administrative regulations and policies.
- 4.7 Assists students toward self-discipline and acceptable standards of student behavior;
- 4.8 Facilitates a positive classroom climate.

Comments: _____

_____ 5. **INTEREST IN TEACHING PUPILS.** The certificated classroom teacher demonstrates an understanding of and to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

Performance Indicators

- 5.1 Enjoys the process of working with students;
- 5.2 Listens and responds to student concerns.

Comments: _____

_____ 6. **COMMUNICATION WITH PARENTS**

Performance Indicators

- 6.1 Attempts to communicate effectively with parents;
- 6.2 Reports regularly (following building level guidelines) to parents regarding student course of study and student progress.
- 6.3 Addresses parental concerns in a positive and professional manner.

Comments: _____

_____ 7. **PROFESSIONAL PREPARATION AND SCHOLARSHIP.** The certificated classroom teacher exhibits, in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

Performance Indicators

- 7.1 Demonstrates commitment to school by working toward continuous school improvement; works productively with colleagues; shares responsibility.
- 7.2 Demonstrates commitment to profession by engaging in professional improvement activities;
- 7.3 Demonstrates commitment to the profession and its code of ethics.

Comments:

_____ 8. **EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** The certificated classroom teacher demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.

Performance Indicators

- 8.1 Shows professional growth as a result of participation in inservice activities;
- 8.2 Responds to recommendations included in periodic and annual personnel evaluations;
- 8.3 Uses self-assessment to identify strengths, needs, and limitations and takes appropriate actions to facilitate growth.

Comments:

Date of Evaluation Conference _____

It is my judgment, based upon adopted criteria, that this staff member's overall performance has been satisfactory during the evaluation period.

Date: _____ Principal's Signature _____

My signature below indicates that I have seen this evaluation, including the criteria rating sheets. It does not necessarily indicate agreement with the findings.

Date: _____ Teacher's Signature _____

APPENDIX D2 – PROFESSIONAL GROWTH MODEL

LYLE PUBLIC SCHOOL PROFESSIONAL GROWTH MODEL

PROFESSIONAL GROWTH MODEL (PGM)

- A. The process involved in the professional growth model is intended to enable supervisors and teachers, who meet the qualifying criteria, to focus their collaborative energies on improving teaching skill in an articulate, mutually developed, and cooperative process.
- B. Entry Level Criteria
 - 1) Teachers must have three (3) years experience in the Lyle School District.
 - 2) The teacher must have had two (2) consecutive years of satisfactory evaluations, and have the principal's recommendation.
 - 3) At least twenty-five percent (25%) of building teachers may use PGM
- C. Application Procedure
 - 1) Teachers who have satisfactorily met the entry level criteria can apply in writing for the PGM to their building principal by April 15.
 - 2) The principal, if he/she does not agree that the teacher should be placed on the PGM, will provide the teacher with a written response stating the deficiencies and expected outcomes that would be necessary for approval.
 - 3) The teacher has the right to appeal the decision first to the principal, then to the Superintendent.
- D. Evaluation Requirements
 - 1) According to law, the principal will observe each teacher a minimum of thirty (30) continuous minutes and a minimum of sixty (60) total minutes. The primary purpose of these observations shall be to collect meaningful data for feedback on the teacher's goals.
 - 2) The principal may drop in informally or schedule observations in advance.
 - 3) The principal will complete a short form evaluation report to be signed by the teacher. A copy will be sent for the Superintendent's review and placed in the teacher's personnel file.
- E. Removal From Program
 - 1) Normally, a teacher would be in the PGM process for two (2) years. However, if a teacher's performance is of such concern that he/she is placed on probation, the teacher will be removed from the PGM and follow the probationary evaluation system as of February 1st of each year.
 - 2) After two (2) years on PGM, a teacher must return to the standard evaluation process as per Section 7 of this contract for a minimum of one (1) year.
- F. Funding
 - 1) PGM plans may incorporate such District funds as credit reimbursement and instructional improvement projects within existing contract language and/or building budgets. However, no specific funds are set aside for PGM plans.

APPENDIX D3 - PROFESSIONAL GROWTH MODEL—SHORT FORM

Name: _____ Assignment: _____

30-Minute Observation Date: _____

Time of observation: from: _____ to: _____

Evaluator's Signature: _____

Date: _____

Teacher's Signature: _____

Date: _____

Date copy given to employee: _____

TO BE COMPLETED BY JANUARY 15TH

APPENDIX D4 - PROFESSIONAL PROGRESS REPORT

TEACHER'S NAME: _____

SUPERVISOR'S NAME: _____

Please list the teacher's goal statement(s) in the space provided.

PROGRESS NOTES

I. Date of initial goal setting conference: _____
_____ / _____ Initials

II. Date mid-year progress report given to principal: _____
_____ Teacher's Initials

Date mid-year progress report returned to teacher: _____
_____ Principal's Initials

Summary Notes:

APPENDIX D5 - PROFESSIONAL GROWTH REPORT

NAME: _____

SCHOOL YEAR 20_____

1. Professional goals (one [1] to five [5] 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?

6. Signatures:

Supervisor: _____ Date: _____

Teacher: _____ Date: _____

III. Date of year-end assessment conference: _____

Attach summary comments from both teacher and administrator if more space is needed.

Teacher Assessment & Comments:

Principal Comments:

_____ / _____ Initials

-

_____ has demonstrated successful teaching performance and has met statutory requirements.

DATE: _____ SUPERVISOR: _____

APPENDIX D6 — SHORT FORM OF EVALUATION

RCW 28A.405.100 The short form of evaluation shall consist of either a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the teacher evaluation criteria and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

Employee's Name _____

School: _____ Evaluator: _____

CHECK NUMBER 1 OR NUMBER 2 BELOW TO INDICATE WHICH KIND OF SHORT FORM OF EVALUATION IS BEING CONDUCTED:

1. This is a thirty (30) minute observation with a written summary: _____
- OR**
2. This is an evaluation based on at least two (2) observation periods (without written summaries) totaling at least sixty minutes: _____

Option 1: Date of observation: _____ The following evaluation is based upon a written summary of the observation.

Option 2: Dates of observations: Evaluation based upon teacher evaluation criteria:

		Acceptable	Unacceptable
1.	Instructional Skill		
2.	Classroom Management		
3.	Professional Preparation/Scholarship		
4.	Effort Toward Improvement When Needed		
5.	Handling Student Discipline		
6.	Interest in Teaching Pupils		
7.	Knowledge of Subject Matter		

Comments:

Evaluator's Signature: _____ Date: _____

Evalued's Signature: _____ Date: _____

APPENDIX D-7 - 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.			
<i>P1 Learning target(s) connected to standards</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.
<i>P4 Communication of learning target(s)</i>			
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.
<i>P5 Success criteria</i>			
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.
<i>CEC2 Learning routines</i>			
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 and 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.

1
(Updated 8/22/17)

<http://www.tpep-wa.org>
Improving Student Learning Through Improved Teaching and Leadership

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

Criterion 2: Demonstrating effective teaching practices.			
<i>SE1 Quality of questioning</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	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.
<i>SE4 Opportunity and support for participation and meaning making</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	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.	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.	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.
<i>SE5 Student talk</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Talk is dominated by the teacher and/or student talk is unrelated to the discipline.	Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	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.	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.

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

Criterion 2: Demonstrating effective teaching practices.			
<i>CP5 Use of scaffolds</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	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.	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.	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.

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

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
<i>SE2 Ownership of learning</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely provides opportunities and strategies for students to take ownership of their learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	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.	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.
<i>SE3 Capitalizing on students' strengths</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.	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.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	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.
<i>CP4 Differentiated instruction for students</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs.	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.
<i>A4 Teacher use of formative assessments</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in-the-moment instructional adjustments based on completion of task(s).	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).	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.

**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)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 3.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

**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.			
<i>P2 Lessons connected to previous and future lessons, broader purpose and transferable skill</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	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.
<i>CP1 Alignment of instructional materials and tasks</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	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.	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.
<i>CP2 Teacher knowledge of content</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.	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.	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.	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.
<i>CP3 Discipline-specific teaching approaches</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	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.	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.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.

**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.			
<i>P3 Design of performance task</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	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.

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

Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>CEC1 Classroom arrangement and resources</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.
<i>CEC3 Use of learning time</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.
<i>CEC4 Student status</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for student status to be elevated.

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

Criterion 5: Fostering and managing a safe, positive learning environment.			
<i>CEC5 Norms for learning</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students' cultures.	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.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	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.

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

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
A1 Student self-assessment			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	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).	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).	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.
A2 Student use of formative assessments over time			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students do not use formative assessments to assess their own learning.	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.	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.	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.
A3 Quality of formative assessment methods			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.
A5 Collection systems for formative assessment data			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.

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

Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Student Growth 6.2: Achievement of Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

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

Criterion 7: Communicating and collaborating with parents and the school community.			
<i>PCC2 Communication and collaboration with parents and guardians</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely communicates in any manner with parents and guardians about student progress.	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.	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.	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. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.
<i>PCC3 Communication within the school community about student progress</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	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).	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 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.

**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.			
<i>PCC1 Collaboration with peers and administrators to improve student learning</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	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.	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.
<i>PCC4 Support of school, district and state curricula, policies and initiatives</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
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.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide.	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.	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.
<i>PCC5 Ethics and advocacy</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.	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'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.

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

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

APPENDIX D-8 TEACHER EVALUATION – STUDENT GROWTH GOAL SETTING

Teacher: _____

Date: _____

- COMPREHENSIVE EVALUATION** Set a goal for each of the three (3) criterion below.
- FOCUSED EVALUATION:** Set a goal for one (1) of the criterion below.

Criterion 3: Growth focused on a subgroup of students.

Write a goal consistent with Criterion 3.1 in the CEL 5 D+ Evaluation Rubric (Appendix D-7). This will guide your professional growth this year.

Criterion 6: Growth focused on whole classroom.

Write a goal consistent with Criterion 6.1 in the CEL 5 D+ Evaluation Rubric (Appendix D-7). This will guide your professional growth this year.

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

Write a goal consistent with Criterion 8.1 in the CEL 5 D+ Evaluation Rubric (Appendix D-7). This will guide your professional growth this year.

Teacher Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Classroom Teacher Evaluation **Final Comprehensive Evaluation**
Final Focused Evaluation

**APPENDIX D-9 OBSERVATION REPORT /FINAL COMPREHENSIVE
EVALUATION REPORT CLASSROOM**

CEL 3.0 Rubric Scoring

Observation _____ 90 Day _____ Annual _____

Teacher: _____ Position / Grade Level: _____

Observation Date: _____ Time: _____

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1.1 P1: Connection to standards, broader purpose and transferable skill					Add Scores From All Columns To Get a "Total Score"
1.2 P4: Communication of learning target(s)					
1.3 P5: Success criteria					
1.4 CEC2: Learning routines					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2.1 SE1: Quality of questioning					Add Scores From All Columns To Get a "Total Score"
2.2 SE4: Opportunity and support for participation and meaning making					
2.3 SE5: Student talk					
2.4 CP5: Use of scaffolds					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 3: Recognizing Individual Student Learning Needs and Developing Strategies to Address those Needs	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 SE2: Ownership of learning					Add Scores From All Columns To Get a "Total Score"
3.2 SE3: Capitalizing on students' strengths					
3.3 CP4: Differentiated instruction for students					
3.4 A4: Teacher use of formative assessments					
3.6 SG 3.1: Establish Student Growth Goal(s)					
3.7 SG 3.2: Achievement of Student Growth Goal(s)					
Overall Rating Range Scored for Final Evaluation ONLY	6	7-12	13-18	19-24	

Comment:

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4.1 P2: Lessons connected to previous and future lessons, broader purpose and transferable skill					Add Scores From All Columns To Get a "Total Score"
4.2 P3: Design of performance task					
4.3 CP1: Alignment of instructional materials and tasks					
4.4 CP2: Teacher knowledge of content					
4.5 CP3: Discipline-specific teaching approaches					
Overall Rating Range Scored for Final Evaluation ONLY	5	6-10	11-15	16-20	

Comment:

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
5.1 CEC1: Classroom arrangement and resources					Add Scores From All Columns To Get a "Total Score"
5.2 CEC3: Use of learning time					
5.3 CEC4: Student status					
5.4 CEC5: Norms for learning					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
6.1 A1: Student self-assessment					Add Scores From All Columns To Get a "Total Score"
6.2 A2: Student use of formative assessments over time					
6.3 A3: Quality of formative assessment methods					
6.4 A5: Collection systems for formative assessment data					
6.6 SG 6.1 Establish Student Growth Goal(s)					
6.7 SG 6.2: Achievement of student Growth Goal(s)					
Overall Rating Range Scored for Final Evaluation ONLY	6	7-12	13-18	19-24	

Comment:

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
7.1 PCC2: Parents and guardians					Add Scores From All Columns To Get a "Total Score"
7.2 PCC3: Communication within the school community about student progress					
Overall Rating Range Scored for Final Evaluation ONLY	2	3-4	5-6	7-8	

Comment:

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
8.1 PCC1: Collaboration with peers and administrators to improve student learning					Add Scores From All Columns To Get a "Total Score"
8.2 PCC4: Support of school, district, and state curricula, policies and initiatives					
8.3 PCC5: Ethics and advocacy					
8.5 SG 8.1: Establish Student Growth Goal(s), implement, and monitor growth					
Overall Rating Range Scored for Final Evaluation ONLY	4	5-8	9-12	13-16	

Comment:

Summary Observation / Evaluation Comments:

FINAL SUMMARY FOR COMPREHENSIVE EVALUATION					Criteria Score	
Criteria 1: Centering Instruction On High Expectations For Student Achievement.						
Criteria 2: Demonstrating Effective Teaching Practices						
Criteria 3: Recognizing Individual Student Learning						
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum						
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment						
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning						
Criteria 7: Communicating and Collaborating with Parents and the School Community.						
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning						
Enter "total criteria score"						
Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating	
Overall "Rating Range"	8-14	15-21	22-28	29-32		
Student Growth Subcriteria	3.6	3.7	6.6	6.7	8.5	Total
Score						
	LOW	Average	High		Student Growth Rating	
Overall Student Growth "Rating Range"	5-12	13-17	18-20			

SCORING CHART

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

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 D-10 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.
- ____ 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.

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)

APPENDIX D-11 PROOF OF EVIDENCE/ARTIFACTS

**DOCUMENTATION FORM
LYLE SCHOOL DISTRICT #406**

Teacher: _____ Position/Grade Level: _____

Observation Date: _____ Time: _____

(Evaluator checks all criteria he/she observed the teacher performing.)

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	
Criteria 2: Demonstrating Effective Teaching Practices	
Criteria 3: Recognizing Individual Student Learning	
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	
Criteria 7: Communicating and Collaborating with Parents and the School Community.	
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	
Comment	
Comments:	

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

APPENDIX D-12 FOCUSED EVALUATION OBSERVATION REPORT

Teacher: _____ Position / Grade Level: _____

Evaluator: _____ Observation 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 D-7 CEL 5D+ 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 D-13 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 D-7 CEL-5 D+3.0 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 III, Section 8.10 E.)

Date of most recent Comprehensive Evaluation: _____

Check one:

Score from most recent Comprehensive Evaluation- **Circle one** 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.

APPENDIX E - JUST CAUSE/SEVEN KEY TESTS *

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

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

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

* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

**Memorandum of Understanding
Between the Lyle School District and the Lyle Education Association
2019-20 Student Instructional Day**

The parties to this Memorandum are the Lyle Education Association (Association) and the Lyle School District (District). This Agreement is entered into by the parties regarding the student instructional day for the 2019-20 school year in regard to Article III, Section 10.A. Teaching Hours of the parties' Collective Bargaining Agreement.

1. A. The current contract language in Article III, Section 10.A. paragraph 1 includes the following sentence:
"Employees can modify their workday in writing after consultation and agreement to a schedule with the principal, as long as the total amount of time spent before and/or after the student instructional day equals sixty (60) minutes."
B. Further, the language in Section A. paragraph 2. also states the following:
"All employees shall have a continuous thirty (30) minute duty-free lunch period. Work day is defined as the time staff is to be on campus to their dismissal time not to exceed 7.5 total hours, Monday through Friday."
2. The parties mutually agree that the student instructional day for the 2019-20 school year shall be 7:55 am to 3:00 pm daily, inclusive of a 30 minute duty free lunch period employees. The parties agree to suspend the language in Article III, Section 10.A. regarding the sixty (60) minutes to be scheduled before and after the student day. The parties agree to the following schedules for the 2019-20 school year only:
 - A. The grade K-5 elementary employee workday schedule will include period of twenty five (25) minutes scheduled without student instruction time from 7:30 am to 7:55 am each day and the student instructional day shall begin at 7:55 am and end at 3:00 pm each day.
 - B. The grade 6-12 secondary employee workday schedule will include period of thirty (30) minutes scheduled without student instruction time from 7:30 am to 8:00 am each day and the student instructional day shall begin at 8:00 am and end at 3:00 pm each day.
3. This Agreement shall be in effect for the 2019-20 school year only and shall expire on the last student instructional day of the 2019-20 school year.
4. This Agreement shall not set precedent nor practice.
5. The parties agree to study and reopen Article III, Section 10 A. prior to the 2020-21 school year noted in 1.A above.

Cathy Wood
Cathy Wood, Co-President
Lyle Education Association

5-27-20
Date

Greer Curry-Hanger
Greer Curry-Hanger, Co-President
Lyle Education Association

5-27-2020
Date

Ann Varkados
Ann Varkados, Superintendent
Lyle School District

5/28/2020
Date

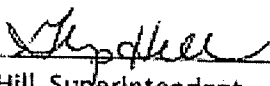
LETTER OF AGREEMENT
BETWEEN THE
LYLE SCHOOL DISTRICT
AND THE
LYLE EDUCATION ASSOCIATION

SCHOOL IMPROVEMENT GRANT III APPLICATION AND IMPLEMENTATION UPON AWARD
APRIL 2014


The Lyle School District (District) and Lyle Education Association (LEA) have a mutual interest in applying for School Improvement Grant (SIG) Cohort III funds, which may provide resources to continue and expand improvement programs at Lyle Middle School. Said participation may have some impact on wages, hours and terms and conditions of employment for the LEA or some LEA members. Therefore the District and LEA agree that:

1. Teachers and other certificated staff at Lyle Middle School will be involved and in agreement with the development of proposals for SIG funding, and LEA leadership will be included in planning and developing the grants before being asked to be a signatory to the proposals.
2. The District and LEA will consider what impact project grant application proposals may have on the current Collective Bargaining Agreement and/or wages, hours and terms and conditions of employment during the project grant application development process.
3. Should SIG funds be awarded to either or both schools, the District and LEA agree to negotiate any impacts on the current Collective Bargaining Agreement and/or wages, hours and terms and conditions of employment.
4. The District and LEA agree to engage in good faith problem solving and bargaining over matters within the scope of this Letter of Agreement, plan, program, or proposal to implement one or more SIGs, and agree further that those portions of any SIG Letter of Agreement, plan, program, or proposal that are subject to collective bargaining shall be implemented only upon the negotiated agreement of LEA and the District.

Agreed to this 17th day of April, 2014.



Glenys Hill, Superintendent
For the Lyle School District



Joe Bales, President
For the Lyle Education Association

Index

A	
Agreement Administration/Interpretation	3
Arbitration Costs	48
Arbitration Jurisdiction	48
Assignments	30
Association Rights & Privileges	4
Attendance at Meetings & Conferences	38
C	
CLASSROOM SIZE & AIDES	41
Classroom supplies	45
Classroom Visitation	44
Conformity To Law	2
Controversial Topics	7
D	
Definitions	1
Dispensing Medication	45
Distribution of Agreement	3
Dues Deductions	4
E	
Employee Work Year	40
Employment Pool	10
Evaluation	11
Evaluation Procedures	26
Evaluation- Short Form	64
Evaluation- Summative	55
F	
Facilities	41
G	
Grievance	
Continuity	48
Individual Complaints	48
Procedure	47
Review Request Form	54
Time Limits	48
H	
Hearings – Grievance & Arbitration	48
I	
Inclement Weather	44
Individual Contracts	2
In-Service Committee	44
Insurance	34
J	
Just Cause/Seven Key Tests	94
L	
Layoff – Fringe Benefits	11
Layoff & Recall	9
Layoff Procedure	10
Leave	35
Adoption	37
Association	39
Bereavement	37
Emergency	37
FMLA	37
Maternity	36
Military	38
Nat'l & State Convention	39
Other	39
Parental	37
Parenting	36
Personal	38
Sick Leave	35
Sick Leave Bank	35
Subpoena/Jury Duty	37
M	
Management Rights	3
N	
Non-Discrimination For Labor Agreement	7
P	
Personnel Files	7
Preamble	1
Professional Compensation	33
Professional Growth Model	59

Professional Growth Model – Short	
Form	60
Professional Growth Report	62
Professional Progress Report	61
Promotions	30

R

Recall.....	11
Recognition	1
Reduction in Force	9
Replacement Employees	45
Rights & Responsibilities.....	6

S

Safe Working Conditions.....	45
Salary	

Extra-Curricular.....	53
Seniority	9
Status of Agreement	2
Student Discipline	43

T

Teacher Employment.....	7
Teacher Protection.....	8
Teaching Hours	31
Transfers	30
Involuntary	31
Promotion	31
Voluntary	30
Travel.....	33