

Ocosta School District No. 172

**Ocosta Education Association
Collective Bargaining Agreement**

September 2022 – August 2025

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PREAMBLE

This Agreement is between the Ocosta School District No. 172 Board of Directors and the Ocosta Education Association.

Hereinafter, the Ocosta School District shall be referred to as "the District" and the Ocosta Education Association as "the Association."

When used hereinafter, the term "Employee" shall mean certificated teachers, and certificated personnel.

The O.E.A. is affiliated with the Washington Education Association and/or the National Education Association.

This Agreement is made in accordance with the Laws of the State of Washington and United States of America.

ARTICLE I - ADMINISTRATION

1.1 Recognition

Pursuant to RCW 41.59, the District recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the Board, with the exception of the chief administration officer, the principals, assistant principals, Director of Special Services, Federal Projects Coordinator and substitute teachers.

1.2 Status of the Agreement

Throughout this Agreement, certain rights and functions are given to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the legal representative for all Employees covered under this Agreement.

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

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

1.3 Conformity to Law

If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the Agreement, any provision held contrary to law, shall be re-negotiated.

1.4 Agreement Compliance

All individual teacher contracts covered by this Agreement shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement.

No individual teacher Contract shall be issued without a rider stating that the terms of the individual contract shall be amended retroactively in accordance with the new Agreement.

1.5 Salaries

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or Employee insurance benefits under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Agreement.

Wages shall be paid according to the current school year's negotiated Ocosta Education Association Salary Schedule for instructional staff (Appendix 1). Payroll checks shall be issued to the Employee or directly deposited into the Employee's bank account on or before the last banking day of each month. Payroll payments shall be paid in twelve equal monthly installments.

In the event of a mistake in payment of salary resulting in underpayment or overpayment, the affected Employee shall be notified in writing of the salary underpayment or salary overpayment. The Employee and the District shall make a reasonable effort to develop a payment or repayment schedule. In the case of repayment, a repayment schedule will not exceed the fiscal year following the fiscal year in which the mistake in overpayment is discovered.

1.6 Curriculum Rate

Curriculum rate will be applied for training and meetings outside of per diem days. Curriculum rate will be paid at a rate of \$38/hour.

1.7 Distribution of Contract

On the first contracted day following the signing of the ratified Agreement, the Association shall be responsible for distributing copies of the Agreement and/or amendments to all teachers. A copy of the Agreement shall be posted on the District Website, and staff may elect to print their own personal copies.

The cost of printing and distributing the Agreement, as well as that of any amendments, shall be borne equally by the Association and the District.

The Association is responsible to inform the teachers that they will receive only one (1) contract with amendments provided annually. One (1) signed copy of the Agreement shall be provided to the Association.

1.8 Association Rights

The Association will have the right to use the employee mailboxes for communication purposes.

Employees shall receive no loss of salary or benefits to participate in mutually agreed upon meeting with the District scheduled during the workday for any reason. The District shall pay the cost of substitutes or for classroom coverage.

The Association will be given access to all certificated staff, for no less than sixty (60) minutes, during the first two (2) contractual days. This time will occur during regular contract hours, excluding lunch.

New certificated staff will have the opportunity to meet with the Association for thirty (30) minutes, excluding lunch, as part of their orientation day to explain the negotiated contractual provisions.

For Employees hired after the start of the school year, within three (3) days of their employment date, the Association and Employee(s) will be granted the same 30 minutes outlined in the paragraph above.

1.9 Definitions

Days are defined as *contracted workdays*, unless otherwise noted in the contract.

Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may be utilized in many non-evaluative capacities. All TOSAs retain their contractual rights as defined in this contract.

A TOSA may not participate in or contribute to the evaluation of any certified employee.

A TOSA will be evaluated by their direct supervisor.

ARTICLE II - BUSINESS/PERSONNEL

2.1 Payroll Deductions

The Association shall have the right to have deducted from the salary of a member of the Association an amount equal to the fees and dues for membership in the Association. Dues deduction forms must be delivered to the District Business Office within thirty (30) days from the start of school, or within ten (10) days of an individual's enrollment in the Association. The District shall deduct dues or charges from the pay of Employees as provided and transmit all such funds to the Washington Education Association or its agent on a monthly basis.

The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted, or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the due's deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

2.2 Layoff and Recall (Reduction in Force)

In the event the Board of Directors determines that a layoff of certificated staff is necessary due to enrollment decline, loss of revenue, or revenue shortfall, the Board shall implement the following procedures to determine the positions to be retained for the instructional program for the following instructional year:

2.2.1 Qualification for Retention

The Board will select the senior, qualified Employee to fill a position to be retained. To qualify for a position, the Employee must possess a Washington State required primary and/or supporting endorsement(s). An Employee possessing a Standard Certificate will be considered qualified for a position provided that:

- A. Grades K – 6: For an elementary teaching position, the Employee must have a recognized major or minor applicable to elementary instruction. The requirements for college preparation shall be waived for any Employee in an elementary position if the Employee has taught in a primary or intermediate position for at least fifty percent (50%) of their teaching time during the current school year or during any two (2) or more previous school years within the past five (5) years.
- B. Grades 7 – 12: For a secondary teaching position, the Employee must have a recognized major or minor in a particular subject area in which at least forty percent (40%) of their teaching time will be devoted. The requirements of college preparation shall be waived for any certificated Employee in a secondary position if at least forty percent (40%) of their teaching time during any two (2) or more previous school years within the past five (5) years has been in that particular field.

2.2.2. Seniority

A. If more than one (1) Employee is qualified to fill a retained position, the position will be assigned to the senior Employee.

B. Seniority shall be determined by number of years of Washington State experience. A year of experience will be determined using OSPI guidelines.

C. In the event there is a tie in seniority, the Employee with the greater number of years as a certificated employee within the District will be considered more senior. If there is a tie in District seniority, the employee with the greater number of post BA hours will be considered more senior. An Employee with a master's degree will automatically be considered more senior than an Employee not holding a master's degree irrespective of the number of post BA hours.

D. Each year by January 15th, a seniority list for Employees will be published and distributed to the staff by the District. Should an Employee or the Association disagree with any Employee's placement on the list, the Employee or the Association shall have thirty (30) working days from the date the list is disseminated to challenge said placement.

2.2.3 Layoff

Employees who are not retained for the ensuing school year based on qualifications and seniority shall be given notice of non-renewal no later than May 15th, or if the omnibus appropriations act has not passed the legislature by May 15th, then notification shall be no later than June 1st.

2.2.4. Reemployment Pool

A. Employees who have been non-renewed due to layoff shall be placed in a re-employment pool for eighteen (18) months from the date of notice or until the pool is exhausted whichever occurs first.

B. Individuals in the re-employment pool will be offered open positions for which they are qualified on the basis of seniority. A contract offered for an open position must be signed and returned not later than ten (10) days from the issuing date.

C. While in the re-employment pool, individuals will be placed on the District certificated substitute list at their request.

D. It shall be the responsibility of each individual in the re-employment pool to keep the District Office notified of the individual's current address and telephone number.

E. Individuals in the re-employment pool shall have the right to continue to purchase all insurance for eighteen (18) months after their separation from the District, provided such Employee paid insurance premiums is allowed by the applicable insurance carrier.

2.3 Just Cause

No Employee shall be disciplined (including verbal warnings, written reprimands, suspension with or without pay, discharges and non-renewals) without just cause. All complaints will be called to the attention of the employee as soon as possible. The specific grounds forming the basis for disciplinary action will be made available to the Employee. The District shall provide all available information (copies of accusations, complaints, statements, charges, or other data) the District has acquired to an Employee, not less than two (2) working days prior to any hearing.

An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a reasonable request for representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The District may immediately suspend an Employee with pay pending the disciplinary action and will advise the Employee of their right to have an association member present.

JUST CAUSE/THE 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 (1) 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 the Employee forewarning or foreknowledge of the possible consequences of the Employee's disciplinary conduct?

2. **REASONABLE RULES AND WORK ORDERS:** Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District, and (b) the performance that the District 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, order, policy or procedure of the District?

4. **FAIR INVESTIGATION:** Was the District's investigation conducted fairly and objectively?

5. **PROOF:** At the investigation, did the District obtain substantial evidence or proof that the Employee was in violation of a District rule, order, policy or procedure?

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 their service with the employer?

The Board agrees to follow a policy of progressive discipline which minimally includes in this order:

- warning (verbal warning, written warning, letter of direction, counseling letter),
- written reprimand,
- suspension with or without pay,
- with non-renewal or discharge as a final and last resort.

The District may bypass any step(s) of progressive discipline appropriate to the behavior that precipitates said action.

Any complaint made against a teacher shall be written, dated and signed by the individual hearing the complaint or the person making the complaint. A copy of the complaint shall be given to the teacher within ten (10) days, except where doing so would materially affect an ongoing investigation. The level of specificity is defined as the alleged action of the teacher and the corresponding policy/regulation that is alleged to have been violated.

2.4 Teacher Rights

Every teacher shall have the right to freely organize, join and support the Association, and engage in collective bargaining and negotiations.

Teachers shall be entitled to full rights of citizenship.

The provisions of this Agreement shall be lawfully applied without regard to race, creed, religion, domicile, color, national origin, age, gender, sexual orientation, gender identity, expression of gender identity, marital status, the presence of any sensory, mental or physical disability, or military status without regard to an individual's membership status in the Association.

Neither the District nor the Employees shall unlawfully harass any person. Employees who file complaints can do so without fear of retaliation or reprisals.

An Employee accepting supervisory duties and who registers with the event staff at a school related activity or event will receive a free activity pass to the event.

An Employee will have their classroom ready to work in for preparation for the upcoming school year by August 15th. If August 15th falls on a weekend, the classroom will be ready the following Monday.

2.4.1 Safety Issues

The District will provide a functioning communication device for certificated staff who are supervising students in non-classroom activities or locations.

2.5 Academic Freedom

The parties agree that academic freedom must include the requirements that all teachers shall insure that all sides of a controversial issue are presented equally and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students.

The teacher's position shall not be privileged as to responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.

No teacher shall seek to advance personal views on political, religious or current controversial issues while on school property or while acting in any connected capacity.

Any student grade on a report card or progress report can only be changed by that teacher; or by a committee comprised of another teacher, an administrator, and a school board member, after data has been presented.

2.6 Personnel Files

Employees shall have the right to review, by prior appointment, all materials in their personnel files. The superintendent (or designee) shall be present during this review. Anyone, at the Employee's request, may also be present at this review. If requested, an inventory sheet prepared by the Employee to verify the contents of the personnel files at the time of review by the Employee will be signed by the Employee and the Superintendent (or designee).

Each Employee's personnel file shall contain the following minimum items of information:

- the Employee's evaluation reports,
- copies of annual contracts,
- copies of appropriate certificate(s),
- a transcript of academic records, and
- Experience Verification Form.

Other information can be entered into the Employee's files only under these conditions:

2.6.1 The Employee will be notified and provided a copy of any information placed in the files within five (5) days of placement.

2.6.2 Employees shall have the right to answer and/or refute, in writing, any materials which may be judged by them to be derogatory to their conduct, service, competence, and/or character.

2.6.3 The written response shall be made part of the Employee's file and shall be signed and dated by the Employee when said answer and/or refutation is entered into the Employee's file.

An Employee shall have the right to schedule a meeting with the Superintendent to request the removal from the Employee's file material that the Employees deems derogatory. If the request for removal is denied, the Employee may appeal the Superintendent's decision to the Board of Directors.

2.7 Teacher Principal Evaluation Program (TPEP)

Section 1 - Evaluation System Preamble

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

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.
4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

The parties agree that the following evaluation system 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 skills, 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 Employee, as described in WAC 392-191-025:

“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.”

Section 2 – Definitions and Notes

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

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this Agreement.

Artifacts shall mean any products generated, developed, or used by a certificated teacher.

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

Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the amount of evidence that determines the criterion rating.

Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio.

Input from students, parents or anonymous sources shall not be used as evidence in an evaluation unless such input is independently verified and/or observed by the evaluator.

Student Growth Data shall be selected by the teacher in collaboration with the evaluator and shall mean data that shows the change in student achievement between two points in time within the current school year.

Assessments used to demonstrate such growth shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Not Satisfactory shall mean:

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

Level 2: Basic – If the classroom teacher on a continuing contract with more than five (5) years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.

Teacher shall mean any certificated staff member who spends more than fifty (50) percent of their school day providing academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the District’s framework and rubrics.

School Day shall mean any day in which the majority of students are engaged in academically focused learning activities.

TPEP Timeline

By the last working day in September (or within 15 days of employment (whichever is later)) each certificated staff member shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.

Submit final Student Growth Goal by no later than November 1.

First formal observation completed by December 1.

Student Growth Goal summary due no later than April 30.

Final observation will be completed by April 15.

Final evaluation meetings with certificated staff held between May 10 and May 15.

In extenuating circumstances this timeline may be extended. It will be reviewed by the Superintendent on a case-by-case basis.

Section 3 – State Criteria, Framework, and Scoring

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

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 school community.
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The parties have agreed to the adopted evidence-based instructional framework developed by Robert Marzano and approved by OSPI. The complete instructional framework is included in Appendix 11.

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

Criterion Performance Scoring

Each rating will be assigned the following numeric values:

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

A numerical mean shall be used to calculate the individual criterion score.

Overall Comprehensive Summative Performance Rating

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

8-14 points—Unsatisfactory

15-21 points—Basic

22-28 points—Proficient

29-32 points—Distinguished

Student Growth Criterion Score

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. The evaluator shall add up the raw scores on these components and the Employee shall be given a score of low, average, or high based on the following scoring bands:

5-12—Low

13-17—Average

18-20—High

Student growth data shall be derived from multiple sources and must be appropriate and relevant to the teacher and subject matter. It shall include teacher initiated, formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, they must automatically be moved to the Proficient (3) level for the summative score.

If a teacher receives a Low student growth score on the summative evaluation, the teacher, with the input from the evaluator, will select up to two of the following activities in which to engage:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices.
2. Examine extenuating circumstances which may include one (1) or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned.
3. Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation.
4. Create and implement a professional development plan to address student growth areas.

Section 4 - Applicability and Transition Plan

This evaluation system only applies to classroom teachers, specifically those with assigned group(s) of students who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students, and whose duties are consistent with the state criteria for teachers and the District's framework and rubrics.

The term "classroom teacher" does not include ESA's, counselors, librarians, media specialists, TOSAs, instructional coaches, curriculum specialists, or other Employees who do not spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students and whose duties are not consistent with the state criteria for teachers and the District's framework and rubrics.

Such Employees shall continue to be evaluated under the current evaluation system as detailed elsewhere in this Agreement.

Notification - Every Employee shall be notified no later than the last working day of September of their evaluator, and whether they will be evaluated using a Comprehensive or Focused evaluation. If a teacher is assigned to two (2) or more schools the District will decide which administrator will evaluate the teacher. Late hire teachers will need to be in the evaluation process.

Section 5 - General Evaluation Agreements

Out of Content/Endorsed Areas - Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum. However, consideration may be given to teachers' progress towards endorsement.

As per WAC 181-82-110 (1) (b), no teacher shall be “subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments”.

Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

Security - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.

No hearsay or unsubstantiated complaints against an Employee shall be included in any documentation pertaining to an evaluation.

An evaluation system shall include steps taken by the District to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

Section 6 - Professional Development

Prior to being evaluated under the evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to understand the framework and the evaluation process. Such professional development shall be provided as follows:

No later than the last working day of September, or within fifteen (15) days of employment, whichever is later, each Employee shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher’s position and track in the evaluation cycle.

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

Section 7 - Provisional Teachers

A. “Provisional Teachers” are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

B. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

C. All Provisional Teachers in the first year of provisional status shall be observed at least three (3) times in the performance of their duties and the total observation time for the school year shall not be less than (90) ninety minutes.

D. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.

E. The principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.

Section 8 - Procedures for Evaluation

A. All classroom teachers shall be evaluated each school year by their principal. The principal is referred to herein as the “evaluator.”

If an Employee is assigned to two (2) or more schools, the District will decide which administrator will evaluate the teacher.

B. By the last working day of September, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures including:

1. Each staff member's position or assignment and/or special administrative expectations.
2. The process the administrator shall follow in evaluating the classroom teacher.

C. Informal observations of less than thirty (30) minutes in duration, or a series of observations (two or more observations occurring within any ten (10) working days) may be utilized by the evaluator at their discretion provided the observation is of sufficient length to allow the evaluator to adequately assess the situation being observed and the teacher receives a copy of the record of each observation as compiled by the evaluator within three (3) days of the observation. If there is an area of concern noted in any such record, written documentation of the observation must be provided to the teacher for that evidence to be used in the evaluation process.

Informal observations do not have to take place in a classroom. Other places (i.e., staff meetings, department meetings) may serve as observation sites.

Information or data gathered during informal/drop-in/walk-through visits to a teacher's classroom by their evaluator may be used as part of the evaluation when prior notice of such visits has been provided.

Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

D. Formal Observations - All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each Employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

Such formal observations will take place when the teacher is providing instruction to students.

Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than four (4) weeks apart, except at the request of the teacher, in order to allow for conferencing and growth. A teacher may request an additional observation if dissatisfied with the original event or result, and the outlier shall be thrown out and deleted from the teacher's evaluation.

Observation reports shall only focus on the observations of activities discussed by the teacher and evaluator during the pre-observation conference. Observations are not to include what the evaluator did not see. However, all aspects of the observation may be discussed in a post-observation conference. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

E. Comprehensive Evaluations - All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria, and all criteria contribute to the comprehensive summative evaluation performance rating.

In addition, the teacher shall determine a student growth goal from Components SG3.1 and SG6.1 and complete a Professional Growth Plan as outlined in Criterion 8.4.

The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

F. Focused Evaluations - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (Level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.

The selected criterion, however, must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

If the Employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in either criterion 3 or criterion 6.

Teachers shall have the option of being evaluated as a member of a team or as an individual.

The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used. In order to allow teachers to try new teaching techniques and practices without fear of failure, teachers who score Proficient or Distinguished on their comprehensive evaluations can only remain on, or increase, their score while on the focused evaluation, until such time as they go through the comprehensive evaluation process again. Teachers who received a score of Proficient (Level 3) while on the comprehensive summative evaluation can only be scored as Proficient (Level 3) or Distinguished (Level 4) for the years they are on the focused evaluation. Teachers who score Distinguished (Level 4), can only receive a Distinguished (Level 4) for the years they are on the focused evaluations.

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 when notified by February 1st of the current school year.

The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern shall be shared with the teacher in writing at that time.

G. Classroom teachers shall be observed for the purposes of evaluation using the observation and evaluation steps listed below.

Evaluation Steps

Step 1: Self-Assessment

Each teacher shall reflect on their practice and complete the Framework for Teaching Self-Assessment document (Appendix 12). This is a personal reflection of practice, and the teacher has the option of sharing or not sharing the written results with the administrator. The self-assessment shall serve as a tool for the goal setting conference.

Step 2: Goal Setting Conference

Each teacher shall combine their self-assessment with the District and/or building initiatives and select one (1) or two (2) components as the goal(s) for the year. In addition, the teacher shall determine a student growth goal for Components SG 3.1 and/or SG 6.1. The Student Growth Goal Sheet (Appendix 13) shall be completed by the teacher on or before November 1 and sent to the evaluator prior to the goal setting conference.

The evaluator shall review the Student Growth Goal Sheet document (Appendix 13) in advance of the conference and a conference date shall be determined.

Step 3: Pre-Observation

The teacher and evaluator shall meet and discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, strategies, and possible evidence to meet the scoring criteria (the goals may be referenced, if applicable).

Step 4: Observation

The evaluator shall conduct the observation of practice within three (3) working days of the pre-observation conference.

Step 5: Post-Observation

The teacher and evaluator shall meet for the post-observation conference within three (3) working days. If either the teacher or administrator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled within three (3) school days of such cancellation. The evaluator shall share a copy of all collected evidence with the teacher during the post-observation. The teacher may add to it or correct it, as necessary. The post-observation conference shall be documented.

Step 6: Summative Assessment / Score

No later than May 15th, the teacher and evaluator shall meet to discuss the teacher's final summative score. At the end of the evaluative cycle, the teacher shall be invited to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:

- Formal observation/evaluations
- Informal observations
- Artifacts
- Student growth data
- Ancillary evidence.

Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter. "Student growth" means the change in student achievement between two points in time.

Employees shall have transparent access to all such District data available.

Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, District-based, and state-based tools.

Multiple measures may also be used as evidence to assess a teacher's professional performance against the instructional frameworks. Such measures, selected by the teacher, may include, but are not limited to the following:

Artifacts such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts specifically for the evaluation system; however, an artifact may be necessary. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Professional Contributions such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

Impacts on Learning such as student work samples and learning goals, District, school, and classroom assessment of students, student portfolios, formative and summative student growth data, student projects, data walls, etc.

Such multiple measures shall be selected by the teacher after consultation with the evaluator. Teachers will be required to submit artifacts and evidence, and when necessary, will submit all student growth data for completion of their evaluation cycle.

- A. The teacher shall use the evidence to conduct a self-assessment for current, typical performance for the year's evaluative cycle using the Teacher Evaluation Criteria Form: Focus or Comprehensive (Appendix 14). This document shall be used in discussion with the evaluator. It shall not be submitted as part of the evaluation cycle.
- B. The teacher and evaluator discuss their overall assessment of the evaluation process and their perceptions of the results of that process during the conference.

- C. If an agreement cannot be reached on the assessments, the evaluator's assessment shall be recorded, and the teacher may follow the due-process agreement already set in the contract.
- D. If a classroom teacher that is a continuing contract Employee with more than five (5) years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then their performance shall be judged "unsatisfactory".
- E. All Employees receiving an annual, final summative performance rating below Level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, paid in-service training, release time to observe colleagues, outside evaluator, assignment of a coach/mentor, additional focused professional development resources, professional growth opportunities, and guided growth plans.
- F. The Employee and evaluator shall meet prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, *and* at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the Employee.
- G. Any teacher whose performance has been judged unsatisfactory on the Teacher Evaluation Criteria Form; Form A or Form B (Appendix 14) may be placed on a program for improvement any time after October 15th of the following year.
- H. The teacher will sign two (2) copies of the Teacher Evaluation Criteria Form: Focus or Comprehensive (Appendix 14). 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, only that they have read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the Teacher Evaluation Criteria Form: Focus or Comprehensive (Appendix 14) at any time.

Total Observation Time for Each Staff

- A. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of thirty (30) minutes.
- B. The teacher shall be given a copy of the completed annual evaluation. The teacher shall sign the report and any attachments just to indicate they have read the report, have had an opportunity to discuss the report with the evaluator, and have received a copy.

Grievance Procedures for Evaluations

An alleged violation of the procedures for evaluation shall be subject to the grievance process, but the decision and substance of the evaluation as expressed in the evaluation document shall be excluded from the grievance process.

If the grievance of procedure is upheld and such violations of procedure have been determined to be severe enough to affect the content of the evaluation, then the evaluation shall be declared null and void.

In the event the Employee is given notice of non-renewal, discharge, or adverse action affecting contract status based upon the evaluative process, the hearing procedure provided by statute shall supersede any grievance filed alleging a violation of the evaluation procedure.

The non-renewal of a provisional Employee does not require probation procedures contained in this Agreement.

Section 9 - Probation (Non-Provisional)

No teacher shall be placed on probation if they have been evaluated by an evaluator who has not received training in the Marzano Evaluation System.

Teachers shall have the right to Association representation at all probationary conferences.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of

sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year for any non-provisional employee.

The Superintendent shall place on probation any Employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

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

1. The evaluator shall meet with the Employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th. The Employee shall have the opportunity to have an Association representative in attendance at the conference.
2. If an Employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the Employee. The evaluator's recommendation for probation shall include the following:
 - a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
 - c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the Employee involved to reach an acceptable level of performance in discrete areas in which the Employee may need improvement, according to the criteria included on the evaluation instrument; and
 - d. A specific prescription for assistance that spells out courses of action whereby the Employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

Performance standards will not be greater for probationary Employees than for other teaching staff.

At the request of the probationary Employee, release time shall be granted to comply with requirements of the plan of improvement that are beyond the normal requirements of the job.

3. The Superintendent (or designee) shall review the evaluator's recommendation for probation. If the Superintendent (or designee) determines that there is an alternative to probation, they may continue to work with the parties involved. Prior to placing a teacher on probation, the District shall take into consideration mitigating external circumstances and will not unreasonably place a teacher on probation.
4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the Employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the Employee and, at their request, a mutually agreed upon representative of the Association, which could include a certified Employee (to be known as a Probationary Mentor), to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent. The Probationary Mentor shall be compensated (Appendix 3) and shall observe and aid the Probationary Employee in improving their areas of deficiency.
5. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
6. The probationer may request, and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. The evaluation will be independent of the first evaluator to ensure fair, unbiased

evaluation. This administrator may be another certified administrator from within the District or from outside the District.

ESD Evaluator - If such request is not granted, at the request of the probationary Employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

The ESD evaluator will do an evaluation independent of the original evaluator but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations.

The ESD evaluator will evaluate the Employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the Employee.

During this time the Employee will not be transferred from the supervision of the original evaluator. The original evaluator and the ESD evaluator will collaborate to produce a final summative evaluation.

7. The probationer must be removed from probation if they have demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in their initial notice of deficiency and subsequently detailed in their plan of improvement.

A teacher who is on a plan of improvement must be removed from probation if they have demonstrated improvement in the areas described as deficient. The teacher must also be removed if they have five (5) or fewer years of experience and scores a 2 (Basic) or above, or if they are a teacher of more than five (5) years' experience and scores a 3 (Proficient) or above.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from their assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another Employee, nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the District may, at its option, place the teacher on paid leave for the balance of their contract term.

Non-renewal, Adverse Action, and Discharge

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

Section 10 - Evaluation Results

Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance.
- To document the level of performance by a teacher of their assigned duties.
- To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- As one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

Evaluation results shall not be:

- Shared or published with any teacher-identifying information.
- Shared or published without prior notification to the individual and Association.

- Used to determine any type of base or additional compensation.

Evaluators shall not consider school or District-wide ratings when evaluating individual scores, i.e., nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.

Section 11 - Recordkeeping (for buildings using eVal or another electronic format)

The District shall adhere to the following:

- A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- Teachers shall have access to their eVAL account in current, and subsequent, year(s).
- Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within forty-eight (48) hours of submission.
- Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
- Teachers shall only be required to submit in one (1) format, to be decided by the teacher within the first fifteen (15) days of the school year.
- All data entered into eVAL shall be considered confidential, and not subject to public disclosure.

Section 12 - Evaluation Documents

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall, at the request of the teacher, be either returned to him or her or destroyed.

Section 13 - Legislative Impacts

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

2.8 Teacher Protection

The District shall protect certificated Employees by purchasing liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and the District shall include the certificated Employees as insured under the liability insurance and errors and omissions policy of the District.

Legal counsel shall be provided, subject to the terms of the District's liability insurance policy, to any certificated Employee against whom a lawsuit is initiated, provided such certificated Employee, at the time of the act or omission complained of, was acting within the scope of their employment or under the direction of the District.

A certificated Employee who is unlawfully threatened or harassed by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken in cooperation with the Employee to provide for the Employee's safety. Precautionary measures for the Employee's safety shall include, but not be limited to: assisting Employee in filing a complaint with the police, acquiring restraining orders and no-contact orders at District expense, and permitting the Employee to receive time off with pay as is necessary to provide for the Employee's protection if deemed necessary by the District and law enforcement officials.

Whenever a certificated Employee is absent from employment and unable to perform duties as a result of injuries sustained in the course of employment, or in the event that a certificated Employee has been physically disabled because of an assault on their person in the course of his employment, the Board will grant the injured certificated Employee leave of absence for a period not to exceed one (1) year, as provided for hereinafter.

During such a period of disability the Employee shall apply for compensation through the Washington State Department of Labor and Industries. Whenever an Employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the Employee will be paid full salary for

the period of absence, less the amount of any workman's compensation award made for disability due to said injury. Benefits such as retirement, social security, and salary placement shall be maintained by the District for the length of the accrued sick leave disability.

Employees are not required to search students and/or their possessions or lockers without an Administrator present.

Electronic devices will not be used for monitoring or evaluating classroom performance without notifying Employee.

2.9 Assignment, Vacancies, and Transfers

Assignment

To assure that pupils are taught by Employees working within their areas of competence, Employees shall not be assigned, except in accordance with the regulations of the State Board of Education and the Reduction in Force Procedure contained in this Agreement.

Returning Employees shall be notified no later than August 15th, prior to the first contracted day of any change in their programs and schedules for the ensuing school year, including teaching and any special assignments, unless in the case of a vacancy caused by a resignation after August 1st.

Change in Assignment after August 15th

In the event that an assignment and/or schedule change occurs following August 15th, but prior to the first day of the school year, the District shall arrange for a conference with the affected Employee(s) and provide one (1) or three (3) days paid at per diem per affected Employee(s) for planning and preparation in accordance with the following:

One (1) day paid at per diem if there is a change in the Employee's scheduled class assignment(s) within the Employee's curricular area.

Three (3) days paid at per diem if the change is a grade level change at the elementary or if the change is an assignment to a new curricular area at the High School or Junior High.

If the change in assignment and/or schedule occurs in special education following August 15th, but prior to the first day of the school year, the District shall arrange for a conference with the affected Employee(s) and provide three (3) days paid at per diem for planning and preparation and one (1) day paid at per diem for training in the new position.

Change in Assignment After the First Day of School

In the event that an assignment and/or schedule change occurs on or after the first day of the school year, the District shall arrange for a conference with the affected Employee(s) and provide one (1) or three (3) days of substitute time per affected Employee(s) for planning and preparation in accordance with the following:

One (1) day of substitute time if there is a change in the Employee's scheduled class assignment(s) within the Employee's curricular area.

Three (3) days of substitute time if the change is a grade level change at the elementary or if the change is an assignment to a new curricular area at the High School or Junior High.

If the change in assignment and/or schedule occurs in special education on or after the first day of the school year, the District shall arrange for a conference with the affected Employee(s) and provide three (3) days of substitute time for planning and preparation and one (1) day of substitute time for training in the new position.

Transfers

For Employees who desire a transfer or reassignment, the following procedure shall be used:

1. The Employee shall send a letter to the Superintendent by February 15, which shall be kept on file by the District.
2. The Superintendent (or designee) shall post positions via e-mail when a position is open.

Involuntary Transfers

Volunteers may be accepted, if qualified, before an involuntary transfer will be made. The District shall request volunteers in writing. An involuntary transfer will be made in case of need or to prevent undue disruption of the

instructional program. The principal shall notify the teacher in writing of the reasons for such transfer at least three (3) days before the change is to become effective. Transfers will take place, but the teacher will have the opportunity to appeal the decision through the grievance procedure.

Internal Hiring Practices

To assure that Employees are given every consideration in fulfilling any vacancies of newly created positions which occur at any time within the District, the following procedures shall be used:

1. All vacancies and new positions shall be publicized to the staff when a position becomes available.
2. Said notice of vacancy or new position shall clearly set forth the job description for the position and the instructions for applying.
3. All vacancies or new positions shall be filled on the basis of qualifications for the position and seniority by current Employee applicants.
4. A current Employee has five (5) days from the date of posting to request transfer into an open position prior to consideration of an applicant from outside the District.
5. A current Employee may fill a vacancy or new position during the school year as soon as a qualified replacement is hired within the current school year. If no qualified replacement is found during the current school year, the Employee shall fill the vacancy (or new position) for the start of the following school year.

Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

2.10 Professional Contracts

Two (2) contracts shall be issued to each professional Employee for signatures. Contracts are to be signed and returned to the District Office by May 15th (or the Monday immediately following the 15th if the 15th falls on a weekend). One (1) copy shall be returned to the District and signed by the Superintendent. One (1) additional copy shall then be made and returned to the Employee.

Annually all returning professional staff members will be issued a contract for professional services. This professional contract is for 180 days.

Staff members will complete a timesheet for each of the five (5) District-Directed professional development days to be paid at per diem.

One (1) of the days will be a day of professional collaboration. The collaboration day is a 7.5-hour day scheduled in August. Teachers will be scheduled for activities directed by the principal. This day is intended for principals to schedule vertical alignment between content teachers and grade-level teams. Meetings with Special Education teachers and counselors to review IEPs and 504 student plans for upcoming classes will also be scheduled for this day. When staff are not scheduled for meetings, the remainder of their time will be used to complete Safe Schools online training and prepare their classroom/syllabus/pacing guides/unit plans for the upcoming school year.

One (1) of the professional development days will be used the first weekday before the first student date. The other three (3) professional days will be set by the District.

These five (5) days are required workdays, and attendance will be required by certificated Employees.

In the event of a double levy loss, all additional hours of work offered above shall be discontinued.

New staff members will be provided one (1) additional mandatory day paid at per diem.

2.11 Supplementary Contracts, Stipends, and Additional Hours of Work

A. Co-Curricular Supplemental Contract:

There shall be a supplementary contract for specified co-curricular assignments covered by this Agreement.

(Appendix 2 and Appendix 3)

Supplemental contracts shall be issued when co-curricular assignments are known.

An Employee may resign from a supplemental assignment by giving written notice to the Superintendent. Resignation from a supplemental contract shall in no way adversely affect the teacher's standing or status in the District.

The District shall advise teachers in writing within six (6) weeks after the end of their co-curricular activity if the individual's supplementary contract is not renewed for the ensuing year. In cases of non-renewal, the District shall state the reasons in writing to the Employee.

B. Preparation Period Buy-Back:

A supplemental contract will be granted a secondary Employee who agrees to assume all responsibilities to teach an instructional class during their scheduled preparation period. The amount of the supplemental contract will be calculated at 16.66% of the Employee's placement on the Certificated Salary Schedule on the basis of an annualized FTE.

C. Additional Hours of Work:

In addition to a contract for professional services provided in Article II, Section 2.10, each certificated Employee will be eligible for 26 additional District-directed hours of work for each year of this Agreement.

Said additional hours of work shall be performed outside the basic, professional workday and work year and must be performed on site unless otherwise approved by the building principal.

Employees who are less than 1.0 FTE will be eligible for additional hours of work on a prorated basis.

Employees shall be paid for additional hours of work no later than June 30th. Building principals will be responsible for managing the 26 District-directed additional hours. District-directed hours will be reported on a District-Directed Additional Hours of Work Approval Form (Appendix 15). Each of the 26 District-directed hours worked outside of the regular workday shall be compensated at the Employee's per diem hourly rate of pay for duties, including, but not limited to the following:

1. Set up classroom; (*up to 7.5 hours*)
2. Back to School Barbeque; (*up to 2 hours*)
3. Open House/Jr. High Orientation; (*up to 2 hours*)
4. Safe Schools online training; (*up to 2 hours*)
5. Family night lead in/planning for the event; (*up to 4 hours/event*)
6. Family Fun Night participation; (*2 hours per family night*)
7. Field trip lead in/planning for the event; (*up to 2 hours*)
8. Supervision of students on the day of field trips in excess of normal working hours; (*hours may vary*)
9. Board student recognition; (*minimum 1 hour*)
10. Winter Program supervision; (*up to 2 hours*)
11. Spring music program supervision; (*up to 2 hours*)
12. Dance Festival (all certificated elementary staff responsible for planning and supervising students); (*up to 2 hours*)
13. Special Education/I-Team meetings outside the contracted day; (*hours may vary*)
14. Collaboration for WA AIM assessments; (*up to 2 hours*)
15. Staff Led Collaborative time in support of the School Improvement Plan that is pre-approved by the District; (*up to 2.5 hours*)
16. District Directed activities such as book studies, curriculum work, PLCs, TPEP Evaluations, and other activities as approved by the District
17. Ocosta High School graduation ceremony, if not an advisor; (*up to 1.5 hours*)
18. Clean up classroom, file report cards, etc. after last day of school; (*up to 3 hours*)

In the event of a double levy loss, all additional hours of work offered above shall be discontinued.

D. Interview Team:

Each Employee who participates on an interview team outside of the contracted workday will receive a stipend of \$75 for that series of interviews. If the interview team needs to interview a second round of candidates outside of the contracted workday, each participant will receive an additional \$75 stipend.

E. College in the Classroom:

Stipends for college in the classroom will flow through the District's Business Office and paid per the university distribution process the following payroll cycle.

F. New Certificated Employee Stipend:

Newly District hired certificated Employees will be paid a \$1,250 stipend prior to September 15th. A completed payroll packet must be completed prior to accessing the stipend. If the Employee does not fulfill the requirements of their position within the first year of employment with the District, this stipend will be subtracted (in full) from their final paycheck.

First-year certificated District Employees who do not fulfill the requirements of their position will not be eligible to claim the early resignation stipend.

G. Early Notification of Retirement or Resignation Stipend:

Employees retiring/resigning at the end of the current contract year, that give official early notification of retirement/resignation, will be eligible for a tiered incentive.

1. Any certificated staff **retiring** at the end of the current contract year, that give early notification of their retirement, will be eligible for a tiered one-time incentive stipend. To qualify, notifications must be submitted prior to the following dates (upon Board acceptance of the retirement):

January 15 - \$1,500
February 15 - \$1,000
March 15 - \$500.

The stipend will be paid on the last regular paycheck. Notifications of retirement received after the dates listed above will not qualify for the stipend.

2. Any certificated staff **resigning** at the end of the current contract year, that give official early notification of their resignation, will be eligible for a tiered one-time incentive stipend. To qualify, notifications must be submitted prior to the following dates (upon Board acceptance of the resignation):

January 15 - \$500
February 15 - \$300
March 15 - \$200.

The stipend will be paid on the last regular paycheck. Notifications of resignation received after the dates listed above will not qualify for the stipend.

2.12 The Professional Day

The professional day shall be seven hours and thirty minutes (7 ½ hours) in length when the 7- 12 class schedule is operated as a six (6) period day.

Certificated classroom Employees teaching in grade levels K-6 shall be provided an average of sixty (60) duty free minutes of planning time per day for instructional planning in a regularly scheduled five-day week, in increments of no less than 20 minute, with no more than two planning blocks per day.

The certificated classroom Employees teaching in grades 7-12 shall be provided a daily instructional planning period equal to the length of the District's standard secondary class period. K-6 certificated classroom Employees will be

provided the same planning period as described in the previous paragraph.

Preparation time is intended to provide time for teachers for them to plan lessons, assess student work, and prepare instructional materials. Each certified classroom Employee shall determine the best use of their instructional planning period. The professional day shall be governed by the applicable state RCW's and WAC's.

Employees may leave the school campus during their duty-free lunch period. Employees may leave the campus during their planning period with permission from their supervisor.

When the school day starts late, Employees shall report thirty (30) minutes prior to the students scheduled arrival time without the loss of wages or benefits.

Employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building prior to the beginning of a scheduled holiday period, on the last student day of the school year, and on days that they have been requested to return to school or another site to attend a scheduled evening meeting event (e.g., PTO, holiday program, etc.).

2.13 Certificated Transportation

When available, District owned vehicles will be used by the staff for school related activities. If school vehicles are not available, travel will be reimbursed at the District rate as per District policy for all District Employees.

Employee costs for Type II certification shall be paid by the District.

2.14 Leaves

All leave benefits are annual and cannot be carried over, accrued, or transferred except Sick Leave, and Personal Leave as provided herein. Misuse of leave could be grounds for dismissal, as per School Board Policy 5281.

Sick Leave:

Certificated staff members will be allocated twelve (12) days of sick leave per year with a limit of 180 days that may be accumulated.

Deductions from sick leave may be taken for themselves or their family members for any of the following reasons:

- A mental or physical illness, injury, or health condition.
- To diagnose, care for, or treat a mental or physical illness, injury, or health condition.
- To receive preventive care.
- For leave that qualifies under the state's Domestic Violence Leave Act.
- If an employee's workplace, or their child's school or place of care, has been closed by order of a public official for a health-related reason.

Family members include:

- A child (biological, adopted, foster, stepchild, etc.), regardless of age or dependency status
- A parent (biological, adoptive, foster, stepparent, etc.), or the parent of the employee's spouse or partner
- A spouse or partner
- An Employee's grandparent
- A grandchild
- A sibling
- A person living in the household.

Association Leave:

Up to twelve (12) days of leave will be granted for Association business. No individual may use more than five (5) of the allotted twelve (12) days. Upon Association request, the administrator may make an exception to the five (5) day restriction. The cost of substitutes shall be borne by the Association.

Bereavement Leave:

Each Employee shall be entitled to five (5) days (per occurrence) bereavement leave upon the death of an Employee's spouse, mother, father, son, daughter, sibling, mother-in-law, father-in-law, aunt, uncle, foster children, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or anyone living in the Employee's immediate household. Days can be used whenever the Employee deems necessary within one (1) year of the death of the family member. Bereavement leave shall be granted with no deduction from the Employee's sick leave.

Each Employee shall be entitled to two (2) days of bereavement leave upon the death of a current student; one (1) day to be used to attend a memorial or attend to the family, and one (1) day for personal bereavement, to be taken within three (3) months of the death. Each Employee shall also be entitled to one (1) day of bereavement leave upon the death of a current student's household family member with the intent of attending a memorial or attending to the family.

Personal Leave:

Three (3) days of personal leave shall be granted each year without salary deduction. If personal days are not used, an Employee may carry over two (2) days into the following year accumulative to five (5) days.

Advance notice of three (3) days shall be given to the building principal. No reason for the personal leave need be given. Personal Leave requests will not be approved if the absence(s) would occur during Parent/Teacher Conference dates/time.

No more than one (1) day of personal leave is to be taken in conjunction with a holiday or school break, unless waived by the superintendent. An advance notice of thirty (30) days shall be required for leave attached to holidays or school breaks.

Not more than three (3) Employees per building may use personal leave on any given day except with the approval of the building principal. In the event that the leave is denied, the principal will provide a written explanation as to why the leave was denied.

The District shall compensate the Employee at 50% per diem for up to two (2) days of unused personal leave, to be paid at the end of June. If an Employee selects compensation for personal leave, they must notify the Business Office by the last day of the school year, otherwise personal leave will be rolled over into the next school year.

Emergency Leave:

Employees will be granted up to two (2) days of emergency leave when absence is occasioned by unforeseen personal emergencies not covered in other parts of this Section. Employees shall make a written request for the application of this leave provision within three (3) school business days of return to their principal for the superintendent's approval/denial. Should the request be denied, the Employee may use the grievance procedure to resolve the disagreement.

Separate from the emergency leave described above, Employees may request extended emergency leave in cases of unforeseen personal emergencies. Such requests must be made to the superintendent, in advance of absence. The superintendent may grant such leave upon oral request, providing follow up written documentation is forthcoming within three (3) business days of the first day of absence.

Family Medical Leave Act (FMLA):

The Family Medical Leave Act (FMLA) entitles eligible Employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the Employee had not taken leave. Eligible Employees are entitled to twelve workweeks of leave in a 12-month period for:

- a. the birth of a child and to care for the newborn child within one (1) year of birth;
- b. the placement with the Employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement;
- c. to care for the Employee's spouse, child, or parent who has a serious health condition;
- d. a serious health condition that makes the Employee unable to perform the essential functions of their job;
- e. any qualifying exigency arising out of the fact that the Employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or

Eligible Employees are entitled to twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible Employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Washington State Paid Family and Medical Leave (PFML):

Commencing September 30, 2020, Employees will be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, Employees must have worked a minimum of 820 hours within the qualifying period. Such leave will be used consecutively with the Employee's other leave entitlements unless the Employee elects otherwise. The District will use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District will maintain health insurance benefits during periods of approved PFML leave.

Definitions -

Immediate family will be understood to include spouse or partner, children, siblings, and parents including in-laws, foster children, grandparents, and/or other dependents that may occupy the household and for whom the Employee is the legal guardian or primary caregiver.

Child: A "child" includes a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in for a parent.

a) Minor Child

A parent may use available paid time off when their child has a "health condition that requires treatment and supervision", which includes:

- A medical condition requiring treatment or medication that the child cannot self-administer.
- A medical or mental-health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or,
- A condition warranting treatment or preventive health care such as physical, dental, optical or immunization services, when a parent must be present to authorize the treatment and when sick leave may otherwise be used for the Employee's preventative health care.

b) Adult Son or Daughter

If an adult son or daughter (i.e., 18 years of age or older) is "incapable of self-care because of a mental or physical disability that limits one (1) or more activities of daily living," then they are covered under this law. The disability does not need to be a chronic condition to be covered. Traumatic injuries, surgery, illness, and some conditions relating to pregnancy may also cause a temporary disability for an individual. A disabling condition is one that prevents an individual from engaging in activities such as bathing, dressing, eating, cooking, shopping, or using public transportation without active assistance.

Spouse, Registered Domestic Partner, Parent, Parent-in-law, or Grandparent

An Employee may use "sick leave or other paid time off" when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has an emergency health condition demanding immediate action or a serious health condition (defined by WAC 296-130-020) that:

- Requires an overnight stay in a hospital or other medical care facility.
- Results in a period of incapacity or treatment or recovery following inpatient care; or
- Involves continuing treatment under the care of a health care services provider and includes any period of incapacity to work, attend school, or perform other regular daily activities.

Parental Leave:

Compensated leave for the purpose of childbirth and adoption will be granted and regarded as sick leave and may be used at the Employee's discretion in conjunction with the Family Medical Leave Act.

Jury Duty and Subpoena Leave:

Each Employee shall be granted jury duty and subpoena leave without loss of pay and benefits. Two days of subpoena leave will be granted to each Employee when subpoenaed as witnesses in court or other legal proceeding. Employees released from jury duty or as a witness by the court, with four (4) or more hours of the Employee's scheduled workday remaining, must immediately contact their principal and report to work if requested to do so. Reimbursement paid to the Employee by the court will be kept by the Employee.

Leave Sharing:

An Employee may request shared leave from another Employee that, under the following conditions, would cause the Employee to go on leave without pay status and/or the Employee has depleted all their leave, including annual and sick leave:

- an Employee who suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental conditions which is extraordinary or severe in nature.
- an Employee who has been called to service in the uniformed services.
- an Employee who is a current member, or a spouse of a current member, of the uniformed services or a veteran and is attending to medical appointment connected to service in the uniformed services.
- an Employee who is a victim of domestic violence, sexual assault, or stalking.
- an Employee who needs time for parental leave.
- an Employee who is sick or temporarily disabled due to pregnancy.

An Employee is not required to deplete all their annual leave and sick leave and can maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave in reserve.

The District and Association shall abide by all the requirements under RCW 41.04.665.

Leave of Absence:

A leave of absence of up to one (1) year may be granted by the Board to a staff member that has served five (5) or more years in the District if such leave is deemed mutually beneficial. The following are considered mutually beneficial:

1. Study for professional improvement.
2. Teaching in a foreign country.
3. Work experience related to professional assignment.

Such leave shall be without compensation and benefits.

Persons granted such leave shall retain seniority and leave benefits as provided by law. Upon returning from leave the Employee shall be placed in a position for which they are qualified and have the endorsement for, at the level (elementary or secondary) of their last position, unless mutually agreed between the Employee and the District.

The Association agrees that these changes in staffing can affect the staffing balance and staffing assignments. Impacted staff will not challenge assignment changes caused by other staff members going on a leave of absence.

Certificated staff that have taught less than five (5) years may request such leave for up to one (1) year. At the end of the leave, the Employee may return if there is an open position, and they are endorsed in the area of the opening. Upon returning the Employee shall be subject to a comprehensive evaluation.

2.15 Medical, Dental and Vision Insurance

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for the insurance program as adopted in the School Employees Health Care Coalition agreement for all Employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid through the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August.

SEBB will implement the School Employees Health Care Coalition agreement when establishing the Employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the Employee receives benefits.

Benefits provided by the SEBB will include, but not be limited to:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D);
- Basic Long-Term Disability;
- Vision;
- Dental, including orthodontia;
- Medical Plan.

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Agreement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA)

when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance they choose to enroll through SEBB (e.g., increased AD&D, Long-Term Disability, etc.).

Dependent Coverage for the Purpose of SEBB:

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

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

Eligibility:

All Employees, including substitute Employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year shall count for purposes of establishing eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An Employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Program (PFML) may continue to receive the employer contribution toward School Employees Benefits Board (SEBB) insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

Benefit Enrollment/Start:

Benefit coverage for new Employees will begin the first day of the month following the first day of work when it is expected that the Employee will work 630 hours, except during the month of September when the Employee's benefit coverage will begin in September if the Employee is expected to work 630 hours or more during the school year and that Employee begins on or before the first day of school in September.

Should an Employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one (1) year, the Employee will become eligible for benefits to begin the month after attaining 630 hours. Should the Employee meet the 630-hour eligibility mid-year for two consecutive years, the Employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

Continuity of Coverage:

When a new Employee to the District was previously employed by a SEBB employer and was eligible for SEBB coverage, that Employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an Employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the Employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

Benefit Termination/End:

Any Employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of full contract obligation (i.e., the end of the student school year in June) resignations will be effective, and benefit coverage will continue, until August 31.

Voluntary Employee's Beneficiary Association (VEBA):

In addition, the District and the Association agree to offer participation in a medical reserve trust program, as approved on an annual basis, for Employees separating from employment, eligible for sick leave cash out, or who have accumulated 180 days or more of sick leave.

Legislative Changes:

If the Washington State Legislatures change provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this

Agreement for negotiation over the changes.

2.16 School Calendar

The annual school calendar shall be negotiated. All calendars will be developed on the following criteria.

1. The first student day will not be before September 1st.
2. One (1) contracted professional day will be the weekday prior to the first student day.
3. The last school day prior to winter break will be no later than December 21st and school will commence no earlier than January 3rd.
 - a. If December 21st falls on a Saturday, Sunday, or Monday, then school will dismiss on the previous Friday.
 - b. If January 2nd falls on Thursday school shall begin the following Monday.
4. All legal school holidays identified by law shall be recognized in the annual school calendar.
5. Professional days may be scheduled in October and March. Spring break will be the first full week in April.
6. Any make up days will occur at the end of the regular school year unless mutually decided otherwise, within a week of the event.
7. When late starts are part of the school district calendar, and the calendar has a minimum of 12 late starts, there will be four (4) late starts dedicated to grading days.
8. Grades for all students will be due five (5) working days following the end of each grading term and the third weekday after the final day of school.
9. As long as OSPI requires the WA Kids assessment for Kindergartners, the first two (2) regularly scheduled school days will be reserved for kindergarten parent conferences.
10. Each Kindergarten teacher will have one (1) substitute day available to use in full or half-day increments to complete observations and/or data gathering, and inputting student information. These days must be prearranged, and taken on a Tuesday, Wednesday, or Thursday.
11. If it is to the benefit of both parties, any of the above criteria (1-10) may be altered by mutual agreement of both parties.
12. The District and the Association will agree on one calendar annually two (2) years in advance of the current year.

2.17 Salary Schedule Credit - Certification

The School Board encourages teachers to improve themselves by taking additional college course work. Horizontal advancement on the Certificated Staff Salary Schedule will be controlled by the following guidelines:

1. Only credits and state approved clock hours earned after the awarding of the first degree (BA or MA) shall be counted toward the salary schedule. All credits and state approved clock hours that are accepted on the salary schedule must meet the criteria established by the State of Washington as acceptable to be used on the negotiated Ocosta Education Association Salary Schedule.
2. All credits and state approved clock hours that are to count toward credit on the salary schedule will meet the following criteria:
 - a) Teachers must notify the District prior to March 15th that they intend to advance on the salary schedule the following year.
 - b) All courses must be completed prior to the first day of school of the year that they are to apply.
 - c) All credits must be applicable to the teaching position held by the teacher or must be applicable toward an advanced degree in a program into which the teacher has been accepted.
 - d) Employees must receive prior approval from the District for any or all courses that are to apply to the salary schedule that are not covered by item c.
 - e) All credits and state approved clock hours accepted for advancement on the salary schedule must be verified by an official transcript sent to the District office prior to October 1st of the year which the advancement will take place.
3. Vertical movement on the salary schedule is made based on years of experience as defined by the State of Washington as acceptable to be used on the negotiated Ocosta Education Association Salary Schedule. Past experience must be documented in writing from all districts where the Employee has previously been employed as a certificated staff member.

CTE Teacher Initial Placement on Salary Schedule (CTE certification)

Non-degree career and technical education Employees who are initially employed and who have met the requirements for OSPI career and technical education certification will be placed on the negotiated Ocosta Education Association Salary Schedule through the following formula:

- Total employment hours in CTE certificated area = **X**
- **X** – 6000 hours (for certification requirements) = **Y**
- **Y** = remaining employment hours after subtracting hours for CTE certification
- $Y \div 2000 = \text{columns of college credits (maximum MA+o)}$
- **Y** that had managerial job title $\div 2000 = \text{years of teaching experience (maximum is eight (8) years)}$

Documentation submitted to OSPI for CTE certification will need to be submitted to the Ocosta School District business office for pay scale placement.

2.18 Attendance Incentive Program

In January of any year following any year in which a minimum of sixty (60) days of leave is accrued, and each January thereafter, any eligible Employee may exercise an option to receive remuneration for unused leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation for each four (4) full days of accrued leave.

Participation in VEBA will be offered to the Association and certificated staff who qualify. VEBA will be voted on annually and follow the requirements by the VEBA Trust.

At the time of retirement or death an eligible Employee or the Employee's estate shall receive remuneration at a rate equal to one (1) day's current compensation of the Employee for each four (4) full days of accrued leave.

Any Employee wishing to take advantage of these provisions must notify the Superintendent of Schools through the Business Office no later than January 20th of the year that payment is to take place.

Payment for unused sick leave to a continuing Employee will be made in February. Payment for retired employees shall take place in August of the year they are retiring.

Payment to the estate of any employee who has died shall take place as soon as legally feasible.

If any Employee intends to retire at the end of the current school calendar year and notifies the District, in writing, of their intent to retire before March 15th they will be awarded two (2) days of compensation at their per diem rate of pay for the purpose of removing personal items and clearing the classroom. Time must be tracked on a time sheet.

It is the responsibility of the Employee to make application within the established timeline. Application forms are available from the District Office.

2.19 ID Badges

For everyone's safety, District provided ID badges will be worn during contracted hours and be fully visible, while on school property, Monday through Friday. An additional copy of the badges will be kept with the building secretary in case the Employee loses their badge.

ARTICLE III - INSTRUCTION

3.1 Student Discipline, Behavior, and Exclusions

Definitions –

“Classroom Exclusion” - A classroom exclusion is the removal of a student from a classroom or instructional or activity area for a brief duration due to a behavioral violation.

A classroom exclusion does not include actions that result in missed instruction for “a brief duration” when (1) a teacher or other school personnel attempts other forms of discipline to support in meeting behavioral expectations, and (2) the student remains under the supervision of the teacher or other school personnel during such brief duration.

A classroom exclusion does not include exclusions from recess, lunch, transportation, or extra-curricular activities. However, excluding a student from going to class in response to a behavioral violation that occurred during recess or lunch could constitute a classroom exclusion. A teacher and/or school may not take any disciplinary action against a student that results in the denial or delay of a nutritionally adequate meal.

Process for utilizing a Classroom Exclusion:

- One (1) or more other forms of discipline must be attempted and documented before administering a classroom exclusion unless the student’s presence poses an immediate and continuing danger to others or an immediate and continuing threat to the educational process.
- The teacher or certified staff member must document and report the classroom exclusion to the building principal (or designee) as soon as reasonably possible.
- The teacher or certified staff member must notify the student’s parents regarding the classroom exclusion as soon as reasonably possible.

“Discipline” - The actions taken by a teacher, principal, or other school Employee towards a student (or group of students) when the student’s behavior disrupts the ongoing educational activity or violates reasonable classroom expectations and/or School District policy. Discipline can guide the student’s behavior or set limits to help them learn to care for themselves, other people, and the school environment.

“Behavioral violation” - a student’s behavior that violates the District’s discipline policies.

“Disruption of the educational process” - the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students.

Expectations:

Section 1 –

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students that attend schools in the District. The District will follow District policy and procedures related to student behavior and discipline. Discipline shall be enforced fairly and consistently as defined by Washington State law specific to chapters RCW 28A.600.020, 28A.600.460, and 28A.635.010. The Board, Superintendent and Building Principals, and/or Program Administrator(s) shall support and uphold Employees in their efforts to maintain discipline regarding discipline problems, provided the Employees have followed established District policy. Each building principal will review District policies related to student behavior and discipline with all teachers within the first month of each school year.

Section 2 –

In accordance with WAC 180.44.020, Employees shall always maintain good order and discipline in their classrooms, and any neglect of this requirement shall constitute sufficient cause for dismissal. Ocosta School District does not condone corporal punishment.

Section 3 –

Any student who creates a disruption of the educational process, in violation of the building disciplinary standards, while under a teacher’s immediate supervision, may be excluded by the teacher from their individual classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal (or designee) and teacher have conferred, whichever occurs first.

Section 4 –

When students are excluded for a brief duration, teachers are not required to report the exclusion. A brief duration is designated to mean seven (7) minutes or less.

Section 5 –

If behavior and discipline are not the reason for the student to leave the classroom, and the student and teacher agree for the student to go elsewhere, or is sent for by the office, nurse, counselors, etc., and is under the supervision of another Employee, this will not be considered an exclusion.

Section 6 –

Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action before excluding a student. The corrective action shall be documented by the teacher. Examples of alternative forms of corrective action that may be used before excluding a student may include, but are not limited to, the following: a verbal warning, a classroom referral, moving the student's seat, assigning detention, loss of recess time, loss of privileges, and contacting parents/guardians.

Section 7 –

When a classroom exclusion occurs, the teacher or other school personnel must report it to the building principal (or designee) as soon as reasonably possible. The teacher must notify the student's parents/guardians regarding the exclusion as soon as reasonably possible. Notification may be satisfied through email, phone call, or an electronic referral. In addition, the teacher who excludes a student will document any exclusion following the building practices.

When a disciplinary exclusion occurs, the teachers, or other school personnel involved, will document the violation. The principal must notify the student's parents/guardians regarding the discipline as soon as reasonably possible. The principal will notify the teacher within a reasonable amount of time of the outcome of the disciplinary action.

Section 8 –

When the principal (or designee) and the teacher confer before a student returns to class from disciplinary measures, that conference may include a face-to-face discussion, or phone conversation. The conference shall occur at a mutually agreed upon time with the purpose of returning the student to instruction as quickly as possible.

Section 9 –

A student committing an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

Section 10 –

A student who commits an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when directed towards another student, may be removed from the classroom of the victim for the duration of the student's attendance at that school or any other school where the victim is enrolled.

Section 11 –

As required in RCW 13.04.155,

- (1) Whenever a student is convicted in adult criminal court, or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses, the court must notify the principal of the student's school of the disposition of the case, after first notifying the parent or legal guardian that such notification will be made:
 - a. A violent offense as defined in RCW 9.94A.030;
 - b. A sex offense as defined in RCW 9.94A.030;
 - c. Inhaling toxic fumes under chapter 9.47A RCW;
 - d. A controlled substances violation under chapter 69.50 RCW;
 - e. A liquor violation under RCW 66.44.270; and
 - f. Any crime under chapters 9A.4, 9A.36, 9A.40, 9A.46, and 9A.48 RCW.
- (2) The principal must provide the information received under subsection (1) of this section to every teacher of any student who qualifies under subsection (1) of this section and any other personnel who, in the judgement of the principal, supervises the student or for security purposes should be aware of the student's record. The principal must provide the information to teachers and other personnel based on any written records that the principal maintains or receives from a juvenile court administrator or law enforcement agency regarding the student.

- (3) Any information received by the principal or school personnel under this section is confidential and may not be further disseminated except as provided in RCW 28A.225.330, other statutes or case law, and the family and education and privacy rights act of 1994, 20 U.S.C. Sec. 1232g et seq.

Section 12 –

When the District does not provide for adequate supervision of students, in cases such as physical education, where Employees cannot enter the locker room of the opposite gender, or special education classrooms, where an Employee may be required to assist in toileting students of the opposite gender, and no Employee of the same gender of the student is present, the District accepts all liability when the teacher's actions are consistent with School Board policy and reasonable professional expectations, and the Employee shall be immune from legal action and/or disciplinary action from the District.

Section 13 –

A teacher may not be held liable or responsible in any way for damage or harm caused by a student's actions or behaviors so long as the teacher's actions are consistent with School Board policy and reasonable professional expectations.

Any changes to state law will supersede this contract language, where state law is applicable.

3.2 Orientation of New Teachers

It is the responsibility of the District to provide a teacher orientation day for all new certificated employees before the school year begins. The Association president and the business office will be responsible for giving Employees membership information.

The Employee will be given no less than ten (10) days notification of all new certificated employee and orientation meetings.

3.3 Class Size

The District and the Association recognize class size/mix and caseload issues as an important factor in student learning. The goals of the class size/mix and caseload plan are:

1. Improved instruction and student learning.
2. Equity for classroom/special education teachers, and students.
3. Class size/mix relief in a timely manner.
4. Opportunity for shared decision making.

Students will be assigned equitably among classes to ensure a quantifiable and heterogeneous mix of students across classes based on, but not limited to gender, formative and summative performance data, social emotional strengths and needs, and behavioral profiles. All students with disabilities will be placed consistent with federal and state regulations, District policy, and the student's individual education plan (IEP).

The District will make one of its high priorities the reduction of the District student/teacher ratio. In keeping with this priority, the District recognizes the Classroom Size Maximum for the Ocosta School District shall be the following number of students in any class within the District:

General Education and Specialist Classrooms:

Grades K-3: 23 or less
Grades K-3 Split: 20 or less

Grades 4-6: 25 or less
Grades 4-6 Split: 24 or less
Grades 3-4 Split: 22 or less

Grades 7-12: 30 or less
Grades 7-12 PE: no more than 40
Weightlifting: no more than 20

An Employee may request in writing a meeting with the building administrator to resolve a class size issue. The

meeting shall be held within five (5) working days of said request to include the building administrator, affected teacher(s), and an association representative. The building administrator and the Employee shall make every effort to resolve the class size issue with the understanding that the resolution of some issues may not be possible. The administrator and the Employee will decide upon a mutually agreed upon option(s), including but not limited to the following:

- Provide additional certificated staff to create a new section or form a split class
- Reassign students and/or reconfigure classes
- Provide additional classified staff assistance
- Provide substitute time for the impacted Employee on a periodic basis
- Provide additional compensation for time worked beyond the regular workday
- Provide a solution not listed above

An Elementary Specialist providing planning time for classroom teachers shall have the same classroom size as General Education Teachers. Classes will not be combined during regular planning coverage schedule.

Classes will not be split unless numbers do not allow for full-size classroom without going over the maximum. The best interest of the student and the teacher will be considered by both the District and the Association before split classes are put into place.

Any teacher that goes over the class size limit will be entitled to one (1) day of coverage per month in which they have students over the Classroom Size Maximum, when requested, to work on grading, planning, or whatever else is needed to alleviate the extra workload of extra students. The teacher will notify the building principal at least two (2) days in advance of taking this day. This day of coverage will not affect any other leaves. The teacher will stay in the building on this day to complete work.

Elementary Classrooms:

If an elementary class exceeds the class size maximum, beginning on the official count date of each month, the principal, in consultation with the Employee, will make a recommendation to the Superintendent from the options listed below. The Superintendent (or designee) shall implement one (1) of the options in consideration of the recommendation.

When Elementary Class size exceeds the Classroom Size Maximum:

1. Para-educator support, per day (selected and scheduled by the principal in consultation with the Employee).
 - a. One (1) hour para-educator support, per day, for 1-2 students over maximum.
 - b. Two (2) hours para-educator support, per day, for 3-4 students over maximum.
 - c. Three (3) hours para-educator support, per day, for 5-6 students over maximum; **or**
2. Additional per diem pay, per week.
 - a. One (1) hour per diem, per week, for 1-2 students over maximum.
 - b. Two (2) hours per diem, per week, for 3-4 students over maximum.
 - c. Three (3) hours per diem, per week, for 5-6 students over maximum; **or**
3. Hire an additional Employee (this is a consideration solely at the discretion of the Superintendent and School Board).

The implemented option will be extended on a monthly basis (determined on the official count date of each month) for as long as class enrollment exceeds the class size maximum. This option will end once enrollment, on the official count date of each month, does not exceed the Classroom Size Maximum.

Employees shall complete a timesheet for the per diem pay each month that the Employee is eligible for overload compensation.

Elementary Specialists:

If an elementary class exceeds the class size maximum, changing the class size of the Elementary Specialists class size, beginning on the official count date of each month, the principal, in consultation with the Employee, will make a recommendation to the Superintendent from the options listed below. The Superintendent (or designee) shall implement one (1) of the options in consideration of the recommendation.

When Elementary Specialist's Class size exceeds the Classroom Size Maximum:

1. One (1) additional hour paid at curriculum rate per student per month.
2. Hire an additional Employee (this is a consideration solely at the discretion of the Superintendent and School Board).

The implemented option will be extended on a monthly basis (determined on the official count date of each month) for as long as class enrollment exceeds the class size maximum. This option will end once enrollment, on the official count date of each month, does not exceed the Classroom Size Maximum.

Employees shall complete a timesheet for the curriculum rate pay each month that the Employee is eligible for overload compensation.

Secondary Classrooms:

If a secondary class exceeds the Classroom Size Maximum, beginning on the official count date of each month, the Employee will receive per diem, in increments of one-fifth (1/5) of an hour, per period, per week for the following:

- a. 1/5 hour, per period, per week for 1-2 students above maximum.
- b. 2/5 hour, per period, per week for 3-4 students above maximum.
- c. 3/5 hour, per period, per week for 5-6 students above maximum.

The implemented option will be extended on a monthly basis (determined on the official count date of each month) for as long as class enrollment exceeds the class size maximum. This option will end once enrollment, on the official count date of each month, does not exceed the Classroom Size Maximum.

Employees shall complete a timesheet for the per diem pay each month that the Employee is eligible for overload compensation.

Special Education:

PreK: 17 or less (does not include ECEAP students)

K-12: 26 per case load

Special Education Teachers will have input into the distribution of students with disabilities that have current IEPs to provide the best possible services to students.

Compensatory education is required to be provided outside the context of the contracted days. The certificated Employee providing this service will be compensated per diem rate.

Since the nature of the work of each category of special education staff is unique, the Special Education Director and special education staff will review and communicate about caseload, four (4) times a school year. The purpose of the review will be to evaluate programming and communicate caseload concerns and recommendations. Either the special education staff or the Special Education Director may make recommendations.

The following procedure will be used to assist special education certified staff members in keeping enrollment at reasonable and workable levels:

- 1) The building principal and special education certified staff member(s) will meet within five (5) workdays when concerns are brought forward and discuss possible solutions. Recommendations will be forwarded to the Superintendent.
- 2) Should the caseload concerns of a special education Employee require relief, the following options will be considered:
 - Added classroom paraeducator time
 - Specialist/consultant services
 - Reassignment or added certificated staff
 - Additional release time for planning
 - Other forms of assistance

Special Education Teachers who have students with WA AIM tests will have training on the administration of the WA AIM assessments. This will be part of the District's assessment calendar. Certificated staff can utilize eight (8) hours to

write and assess the test, contingent upon this is done at curriculum rate, and two (2) hours of collaboration to be paid on the District Directed Addition Hours of Work Approval Form (Appendix 15).

Compensatory education is required to be provided outside the context of the contracted days. The certificated Employee providing this service will be compensated at the per diem rate.

Special Education teachers shall receive one (1) day of coverage per month for IEP/Evaluation case management needs, and one (1) half-day of coverage per month for progress monitoring.

Teachers that teach special education and have their current Washington State certificate with an endorsement for Special Education will receive a supplementary contract for one (1) day, at per diem, each school year.

3.4 Substitutes

Employees may request a substitute of their choice if that substitute teacher is available.

The District will make every effort not to assign Employees to teach another class during their planning period. During an emergency situation, when a substitute is not available, Employees will be expected to teach another's class. The Employee that teaches another Employee's class will be compensated at per diem, to be accrued every fifteen (15) minutes.

When an Employee asks to be allowed to leave school early for a personal reason, it will be the responsibility of that person to ask a fellow Employee to teach their class with no compensation. Prior approval must be granted by the principal.

3.5 Classroom Visitation

1. Non-students and visitors will be required to check in at the office for permission to enter the building.
2. All non-District Employee visitors to a school and/or classroom must obtain the approval of the principal (or designee) and, if the visit is to be to a classroom, the time will be arranged after the principal (or designee) and the teacher mutually agree on a time. The teacher may request an administrator (or designee) is present during the classroom visitation.
3. If the non-District Employee visitation is an observation of classroom activities by a parent/guardian, the teacher will be afforded the opportunity to confer with the classroom observer before and following the observation, provided the teacher notifies the principal (or designee) of the interest to confer with the observer.
4. Non-students and visitors may be denied visitation rights under specific circumstances such as, but not limited to, standardized testing, student counseling, health and safety, visitor/student ratio, court order, or interference to the educational process.

3.6 Staff Development and Training

Effective staff development is necessary in providing continuing opportunities for Employees. To that end, the District may from time to time authorize Employee development activities such as classroom observation or visitation, Employee workshops and educational meetings.

Release time of one (1) day may be made available upon prior approval of the building administrator, subject to the availability of a substitute, to any Employee who wishes to observe another classroom or attend a meeting or workshop.

As part of the District's existing late start schedule for professional development, one (1) late start session per quarter will be used to enter grades and complete other end-of-quarter requirements. The Association President and Superintendent will meet in May to set the late start grading sessions.

ARTICLE IV- GRIEVANCE PROCEDURE

4.1 Definitions

1. "Grievant" shall mean a certificated Employee or group of certificated Employees filing a grievance.
2. A "grievance" shall mean a written statement by a grievant that a controversy, dispute or disagreement exists involving the interpretation of the express term or terms of this Agreement.
3. "Days" shall mean teacher employment days.

4.2 Procedures

Within 15 days following the time when the grievant knows or could reasonably have known of the act or condition which is the basis of the grievance, the grievant may file a written grievance (Appendix 4) with their principal or immediate supervisor, with a copy to the Superintendent. Grievances filed in the name of the Association may be initiated at Step 2 of this grievance procedure as set forth below. All certificated Employees shall have the right of representation at each step of the grievance procedure.

- STEP 1 The school principal or immediate supervisor shall meet within five (5) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance (Appendix 5). If no satisfactory agreement is reached, the grievant may, within three (3) days, appeal to Step 2.
- STEP 2 The grievant shall meet with the Superintendent within five (5) days following the receipt of the grievant's appeal (Appendix 6). If no satisfactory agreement is reached, the grievant may, within 10 days of the meeting, appeal to Step 3.
- STEP 3 If no satisfactory settlement is reached at Step 2, or if the Superintendent (or designee) has not provided a written decision within the time limits prescribed in Step 2, the grievance may be appealed to Step 3 within seven (7) days after receiving the disposition of the Superintendent or after the above stated time limits have expired and submit the grievance to the Board.
- If the grievance is submitted to the Board, the Board, within 30 days, shall meet with the grievant, the representative and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form (Appendix 7), Step 3 within five (5) days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, and the immediate supervisor.
- STEP 4 If no satisfactory settlement is reached at Step 3, the Association, within 15 days of the receipt of the Step 3 decision, may appeal the final decision to arbitration. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of the Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.

If the parties cannot agree as to the arbitrator in five (5) calendar days, the arbitrator shall be selected by the American Arbitration Association in accord with its rules, which rules shall likewise govern the arbitration proceeding.

The Board and the Association shall not be permitted to assert any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator's fees and expenses shall be borne by the party against whom the arbitrator rules.

The arbitrator's decision will be in writing and will set forth their finding of fact, reasoning and conclusions on the issues submitted to them. The decision of the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

Jurisdiction of Arbitrator - The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement or to use past practice as a valid rationale for a current decision.

The following areas are not arbitral: lay off and recall, non-renewal, discharge and the contents of evaluation.

4.3 Exceptions to Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specific time limit, shall permit the Association to lodge an appeal at the next step of this procedure.

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

When a grievance is submitted after May 15th, time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school term or as soon as possible.

4.4 Accelerated Grievance Filing

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

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

4.5 No Reprisals

No reprisals of any kind will be taken by the Board, the Association, including its representatives and agents, or the school administration against any Employee(s) because of their participation in any grievance procedure or process.

ARTICLE V-CONSTITUENT GROUPS

5.1 Supervisors of Intern Teachers

Employees shall have the option to accept or reject supervision of intern teachers.

An Employee supervising an intern shall be paid the full allotment provided by the intern's college or agency.

ARTICLE VI - DURATION CLAUSE

The terms of this Agreement shall be September 1, 2022, to August 31, 2025.

This contract may be opened for the following reasons:

Mutual consent by both parties,

To bring salary and/or insurance benefits into compliance with legally imposed limitations, or

Legislative action that would/could affect the terms and conditions of this contract,

Finalize calendar negotiations as required by Article II, Section 2.16.

OCOSTA EDUCATION ASSOCIATION

OCOSTA SCHOOL DISTRICT

President

Date

Superintendent

Date

Chairman of the Board

Date

2022-23 OEA Salary Schedule
Appendix 1

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PhD
<i>base</i>	\$52,274	\$53,686	\$55,148	\$56,617	\$62,672	\$67,377	\$70,409
5 per diem	\$1,452	\$1,491	\$1,532	\$1,573	\$1,741	\$1,872	\$1,956
26 DD hours	<u>\$1,007</u>	<u>\$1,034</u>	<u>\$1,062</u>	<u>\$1,090</u>	<u>\$1,207</u>	<u>\$1,298</u>	<u>\$1,356</u>
1	\$54,733	\$56,211	\$57,742	\$59,280	\$65,620	\$70,547	\$73,721
<i>base</i>	\$52,979	\$54,409	\$55,891	\$57,422	\$63,368	\$68,122	\$71,135
5 per diem	\$1,472	\$1,511	\$1,553	\$1,595	\$1,760	\$1,892	\$1,976
26 DD hours	<u>\$1,020</u>	<u>\$1,048</u>	<u>\$1,076</u>	<u>\$1,106</u>	<u>\$1,220</u>	<u>\$1,321</u>	<u>\$1,370</u>
2	\$55,471	\$56,968	\$58,520	\$60,123	\$66,348	\$71,325	\$74,481
<i>base</i>	\$53,648	\$55,094	\$56,592	\$58,239	\$64,070	\$68,809	\$71,856
5 per diem	\$1,490	\$1,530	\$1,572	\$1,618	\$1,780	\$1,911	\$1,996
26 DD hours	<u>\$1,033</u>	<u>\$1,061</u>	<u>\$1,090</u>	<u>\$1,122</u>	<u>\$1,234</u>	<u>\$1,325</u>	<u>\$1,384</u>
3	\$56,171	\$57,685	\$59,254	\$60,979	\$67,084	\$72,045	\$75,236
<i>base</i>	\$54,339	\$55,798	\$57,313	\$59,012	\$64,737	\$69,462	\$72,584
5 per diem	\$1,509	\$1,550	\$1,592	\$1,639	\$1,798	\$1,930	\$2,016
26 DD hours	<u>\$1,047</u>	<u>\$1,075</u>	<u>\$1,104</u>	<u>\$1,137</u>	<u>\$1,247</u>	<u>\$1,338</u>	<u>\$1,398</u>
4	\$56,895	\$58,423	\$60,009	\$61,788	\$67,782	\$72,730	\$75,998
<i>base</i>	\$55,017	\$56,540	\$58,063	\$59,822	\$65,432	\$70,191	\$73,333
5 per diem	\$1,528	\$1,571	\$1,613	\$1,662	\$1,818	\$1,950	\$2,037
26 DD hours	<u>\$1,060</u>	<u>\$1,089</u>	<u>\$1,118</u>	<u>\$1,152</u>	<u>\$1,260</u>	<u>\$1,352</u>	<u>\$1,412</u>
5	\$57,605	\$59,200	\$60,794	\$62,636	\$68,510	\$73,493	\$76,782
<i>base</i>	\$55,718	\$57,247	\$58,784	\$60,641	\$66,141	\$70,884	\$74,087
5 per diem	\$1,548	\$1,590	\$1,633	\$1,684	\$1,837	\$1,969	\$2,058
26 DD hours	<u>\$1,073</u>	<u>\$1,103</u>	<u>\$1,132</u>	<u>\$1,168</u>	<u>\$1,274</u>	<u>\$1,365</u>	<u>\$1,427</u>
6	\$58,339	\$59,940	\$61,549	\$63,493	\$69,252	\$74,218	\$77,572
<i>base</i>	\$56,435	\$57,933	\$59,522	\$61,474	\$66,868	\$71,586	\$74,806
5 per diem	\$1,568	\$1,609	\$1,653	\$1,708	\$1,857	\$1,989	\$2,078
26 DD hours	<u>\$1,087</u>	<u>\$1,116</u>	<u>\$1,146</u>	<u>\$1,184</u>	<u>\$1,288</u>	<u>\$1,379</u>	<u>\$1,441</u>
7	\$59,090	\$60,658	\$62,321	\$64,366	\$70,013	\$74,954	\$78,325
<i>base</i>	\$57,700	\$59,218	\$60,829	\$62,888	\$68,227	\$73,013	\$76,325
5 per diem	\$1,603	\$1,645	\$1,690	\$1,747	\$1,895	\$2,028	\$2,120
26 DD hours	<u>\$1,111</u>	<u>\$1,141</u>	<u>\$1,172</u>	<u>\$1,211</u>	<u>\$1,314</u>	<u>\$1,406</u>	<u>\$1,470</u>
8	\$60,414	\$62,004	\$63,691	\$65,846	\$71,436	\$76,447	\$79,915
<i>base</i>	\$59,550	\$61,153	\$62,800	\$65,028	\$70,366	\$75,219	\$78,651
5 per diem	\$1,654	\$1,699	\$1,744	\$1,806	\$1,955	\$2,089	\$2,185
26 DD hours	<u>\$1,147</u>	<u>\$1,178</u>	<u>\$1,209</u>	<u>\$1,252</u>	<u>\$1,355</u>	<u>\$1,449</u>	<u>\$1,515</u>
9	\$62,351	\$64,030	\$65,753	\$68,086	\$73,676	\$78,757	\$82,351
<i>base</i>		\$63,154	\$64,886	\$67,192	\$72,530	\$77,498	\$81,048
5 per diem	\$-	\$1,754	\$1,802	\$1,866	\$2,015	\$2,153	\$2,251
26 DD hours	<u>\$-</u>	<u>\$1,216</u>	<u>\$1,250</u>	<u>\$1,294</u>	<u>\$1,397</u>	<u>\$1,493</u>	<u>\$1,561</u>
10	\$-	\$66,124	\$67,938	\$70,352	\$75,942	\$81,144	\$84,860
<i>base</i>			\$66,994	\$69,467	\$74,807	\$79,837	\$83,504
5 per diem	\$-	\$-	\$1,861	\$1,930	\$2,078	\$2,218	\$2,320
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$1,290</u>	<u>\$1,338</u>	<u>\$1,441</u>	<u>\$1,538</u>	<u>\$1,608</u>
11	\$-	\$-	\$70,145	\$72,735	\$78,326	\$83,593	\$87,432
<i>base</i>				\$71,809	\$77,149	\$82,291	\$86,031
5 per diem	\$-	\$-	\$-	\$1,995	\$2,143	\$2,286	\$2,390
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,383</u>	<u>\$1,486</u>	<u>\$1,585</u>	<u>\$1,657</u>
12	\$-	\$-	\$-	\$75,187	\$80,778	\$86,162	\$90,078
<i>base</i>				\$74,078	\$79,582	\$84,808	\$88,660
5 per diem	\$-	\$-	\$-	\$2,058	\$2,211	\$2,356	\$2,463
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,427</u>	<u>\$1,533</u>	<u>\$1,633</u>	<u>\$1,708</u>
13	\$-	\$-	\$-	\$77,563	\$83,326	\$88,797	\$92,831
<i>base</i>					\$82,102	\$87,387	\$91,353
5 per diem	\$-	\$-	\$-	\$-	\$2,281	\$2,427	\$2,538
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,581</u>	<u>\$1,683</u>	<u>\$1,759</u>
14	\$-	\$-	\$-	\$-	\$85,964	\$91,497	\$95,650
<i>base</i>					\$84,696	\$90,149	\$94,148
5 per diem	\$-	\$-	\$-	\$-	\$2,353	\$2,504	\$2,615
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,631</u>	<u>\$1,736</u>	<u>\$1,813</u>
15	\$-	\$-	\$-	\$-	\$88,680	\$94,389	\$98,577
<i>base</i>					\$87,018	\$92,491	\$96,597
5 per diem	\$-	\$-	\$-	\$-	\$2,417	\$2,569	\$2,683
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,676</u>	<u>\$1,781</u>	<u>\$1,860</u>
16	\$-	\$-	\$-	\$-	\$91,111	\$96,841	\$101,140
<i>base</i>					\$88,635	\$94,340	\$98,528
5 per diem	\$-	\$-	\$-	\$-	\$2,462	\$2,621	\$2,737
26 DD hours	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>	<u>\$1,707</u>	<u>\$1,817</u>	<u>\$1,898</u>
17	\$-	\$-	\$-	\$-	\$92,804	\$98,778	\$103,163

This pay scale is a living document to be reviewed by the District and the Association by August of every year. Any and all monies assigned by Washington State for inflationary adjustments based on Implicit Price Deflator (IPD) for certified staff will be automatically applied across the pay scale. In the future, any adjustments made by the Washington State Legislature to the basic education compensation to ensure salary allocations continue to provide market-rate salaries will be assigned to the pay scale as well.

The 2023-24 pay scale will reflect the IPD + 1.50%.

The 2024-25 pay scale will reflect the IPD + 1.25%.

As used in this subsection, the column headings “BA+(N)” refer to the number of credits earned since receiving the baccalaureate degree.

For credits earned after the baccalaureate degree but before the master’s degree, any credits in excess of forty-five (45) credits may be counted after the master’s degree. Thus, as used in this subsection, the column headings “MA+(N)” refer to the total of:

1. Credits earned since receiving the master’s degree; and
2. Any credits in excess of forty-five (45) credits that were earned after the baccalaureate degree but before the master’s degree.

For the purposes of this section:

1. “BA” means a baccalaureate degree.
2. “MA” means a master’s degree.
3. “PHD” means a doctorate degree.
4. “Years of service” shall be calculated under the same rules adopted by the Superintendent of Public Instruction.
5. “Credits” means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

No more than ninety (90) college quarter-hour credits received by any Employee after the baccalaureate degree may be used to determine compensation allocations under the negotiated Ocosta Education Association Salary Schedule and documents, unless:

- (a) The Employee has a master’s degree; or
- (b) The credits were used in generating state salary allocations before January 1, 1992.

The salary allocation schedules established in this section are for allocation purposes only except as provided in RCW 28A.400.200[2].

Source: Second Engrossed Substitute House Bill 2376, Public Law, Sec. 503 (March 2016).

Appendix 1.a

This is the salary multiplier matrix used by the Association and District (since 2018) to create the negotiated Ocosta Education Association Salary Schedule.

<i>Salary Multiplier</i>							
Step	BA	BA+15	BA+30	BA+45	BA+90 MA	MA+45	MA+90 Ph.D.
1	1.000000	1.027018	1.054987	1.083074	1.198917	1.288918	1.346927
2	1.013480	1.040849	1.069199	1.098481	1.212237	1.303170	1.360803
3	1.026285	1.053947	1.082595	1.114111	1.225652	1.316313	1.374603
4	1.039500	1.067423	1.096389	1.128907	1.238411	1.328812	1.388522
5	1.052482	1.081609	1.110747	1.144392	1.251714	1.342754	1.402859
6	1.065875	1.095129	1.124545	1.160069	1.265274	1.356007	1.417281
7	1.079606	1.108250	1.138647	1.175995	1.279176	1.369439	1.431032
8	1.103808	1.132848	1.163662	1.203039	1.305175	1.396745	1.460103
9	1.139197	1.169856	1.201367	1.243984	1.346106	1.438932	1.504596
10		1.208130	1.241264	1.285388	1.387488	1.482528	1.550440
11			1.281600	1.328901	1.431052	1.527284	1.597438
12				1.373701	1.475861	1.574233	1.645769
13				1.417103	1.522404	1.622369	1.696058
14					1.570615	1.671710	1.747580
15					1.620238	1.724544	1.801058
16					1.664646	1.769359	1.847893
17+					1.695587	1.804724	1.884846

Appendix 2

STIPEND SCHEDULE

Stipends shall be a percentage of \$50,000 on the Certificated Pay Scale and shall be paid on a supplemental contract.

Cocurricular Teams	1 st year	2 nd year	3 rd year	4 th year	5 th year
Head	3.73%	3.97%	4.20%	4.43%	4.67%
Assistants	2.80%	2.98%	3.15%	3.33%	3.50%
Head Jr. High	2.24%	2.38%	2.52%	2.66%	2.80%
Other					
CTE Leadership	5.60%	5.95%	6.30%	6.65%	7.00%
Band	10.27%	10.91%	11.55%	12.19%	12.84%
Choir	3.73%	3.97%	4.20%	4.43%	4.67%
High School Grad. Coordinator	1.87%	1.98%	2.10%	2.22%	2.33%

Cocurricular Teams can include Math Team and Knowledge Bowl.

All Ocosta School District experience within shall be considered in salary computation. The District will fill positions listed on this schedule based upon its need each year. Should it be necessary to add an activity, the District will determine an appropriate salary for the first year. Such new positions will then be confirmed and added to this schedule in the next round of negotiations. The District may enter into additional supplemental contract(s) with individual(s) providing such contract(s) are mutually desirable.

NON-PROFESSIONAL DUTY PAY SCHEDULE

Non-Professional Duty pay shall be a percentage of \$50,000 and shall be paid on a supplemental contract. The percentage amount shall be paid to the Employee.

1. *Approved club advisors*

Club activity reports required. The report is to include the number of activities, time spent by advisor and number of students involved.

a. Art Club	1.10%
b. Foreign Language Club	1.10%
c. Honor Society	1.10%
d. GSA	1.10%

2. *Other Activities*

a. Elementary Student Council/ASB Advisor	4.40%
b. Overnight (Advisors Excluded)	0.60% per night
c. Camp Cispus Coordinator	1.50%
d. Dance Festival Coordinator	0.73%
e. Missoula Children's Theater Coordinator	2.45%
f. Field Day Coordinator	0.30%
g. Elementary PTO Representative	1.10%
h. I-Team Coordinator	1.50%
i. Probationary Mentor (TPEP)	1.50%
j. Unicycling Club Coordinator	4.00%
k. Theater Arts Coordinator	4.00%

3. *Class advisors* (maximum of two (2) advisors per class – stipend shall be paid to each advisor):

Class activity reports required. The report is to include the number of activities, time spent by advisor and number of students involved. Stipends will be paid \$50 per hour, up to the total stipend allocation. Hours will be documented on a time sheet for those hours worked during an advisor's prep time, lunch, and outside the contracted day. Time sheets can be turned in monthly; all documentation must be submitted to the District Office by June 15.

Dances - Dance supervision will be provided by class/club advisors. Class and club advisors will not be paid an additional stipend for dance supervision sponsored by their class or club.

a. Seventh grade (19 hours per advisor)	1.90%
b. Eighth grade (25 hours per advisor)	2.50%
c. Ninth grade (19 hours per advisor)	1.90%
d. Tenth grade (25 hours per advisor)	2.50%
e. Eleventh grade (44 hours per advisor)	4.40%
f. Twelfth grade (58 hours per advisor)	5.80%

The Association, in consultation with the high school administrator, will develop a list of duties expected to be performed by the class advisors.

4. Game Duty

Employees assigned to fill the position of Game Supervisor will be compensated \$45 per event and will be provided an event supervisor identifying article of clothing, e.g., windbreaker, t-shirt, etc. Payment for game supervision will be made in the pay period immediately following the performance of the supervision. In order for payment to be made, documentation of game supervision must be received in the Business Office by the 4th of each month (e.g., game supervision done in September will be paid in October provided that the documentation is received in the Business Office by October 4th). It is the responsibility of the Employee to provide documentation within the established timelines.

DISTRIBUTION OF FORM – Complaint of the Aggrieved

Association Representative

Immediate Supervisor

Association

Grievant COMPLAINT BY THE AGGRIEVED (FORM A)

Type or print:

Aggrieved person:

Date of formal presentation:

Home address of aggrieved person:

Telephone Number:

School:

Immediate Supervisor:

Years in school system: _____

Subject area or grade: _____

Association Representative:

Statement of Grievance:

Relief Sought:

Signature of Aggrieved

Grievance Timeline

Note - Timelines begin the day after Grievance (or decision) is received (or made). Decisions will be documented in writing.

Step 1 (principal or immediate supervisor)

- Employee files Grievance with principal (Appendix 4)
- Principal shall meet within five (5) days of receiving grievance; decision is made at the time of the meeting (Appendix 5)
- Employee has three (3) days to appeal to Step 2 (Superintendent)

Step 2 (Superintendent – Appendix 6)

- Superintendent shall meet with employee within five (5) days of receiving grievance
- Superintendent decision within 10 days after receiving the grievance
- Employee has five (5) days to respond to the Superintendent's decision
- Employee may go to Step 3 within seven (7) days of getting the Superintendent's decision

Step 3 (School Board – Appendix 7)

- School Board shall meet with employee, Superintendent, and representative within 30 days of receiving grievance
- Board has five (5) days to make decision
- Employee has five (5) days to respond to the School Board's decision
- If no satisfactory settlement, the OEA has 15 days to appeal the decision to arbitration

DISTRIBUTION OF FORM – Decision of School Principal or Immediate Supervisor

Association Representative

Immediate Supervisor

Association

Grievant

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR (FORM B/STEP 1)

(To be completed by school principal or immediate supervisor within five (5) days after receipt of the grievance.)

Aggrieved Person: _____

Date of Formal Presentation: _____

School: _____

School Principal/Immediate Supervisor: _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASON THEREFORE:

Date of Decision: _____

Signature (principal/immediate supervisor): _____

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

Date of Response: _____

Signature of Aggrieved: _____

DISTRIBUTION OF FORM – Decision by Superintendent

Association

Grievant

DECISION BY SUPERINTENDENT (FORM C/STEP 2)

(To be completed by the Superintendent within ten (10) days after receipt of the grievance.)

Aggrieved Person: _____

Date of Oral Presentation: _____

Date of appeal received by Superintendent: _____

Date of hearing held by Superintendent: _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision: _____

Signature of Superintendent: _____

AGGRIEVED PERSON'S RESPONSE: (To be completed by aggrieved within five (5) days of decision.)

_____ I accept the above decision by the Superintendent.

_____ I hereby submit this grievance to the School Board.

Date of Response: _____

Signature of Aggrieved: _____

DISTRIBUTION OF FORM – Decision by School Board

Association

Grievant

DECISION BY SCHOOL BOARD (FORM D/STEP 3)

(To be completed by the school board within five (5) days after the grievance is heard.)

Aggrieved Person: _____

Date of Oral Presentation: _____

Date of appeal received by School Board: _____

Date of hearing held by School Board: _____

DECISION OF SCHOOL BOARD AND REASONS THEREFORE:

Date of Decision: _____

Signature of School Board President: _____

AGGRIEVED PERSON'S RESPONSE:

(To be completed by aggrieved within five (5) days of decision.)

_____ I accept the above decision by the School Board.

_____ I hereby submit this grievance to arbitration.

Date of response: _____

Signature of Association Representative: _____

Appendix 8

(Appendix removed 4/12/22)

CERTIFICATED SUPPORT PERSONNEL EVALUATIVE CRITERIA – LIBRARY/MEDIA SPECIALISTS:

Criteria A) *Knowledge and Scholarship in Special Field*

The library/media specialist demonstrates a depth and breadth of knowledge of theory and content in the library/media field. They demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the library/media services into the total school milieu.

Sub criteria

- 1) Demonstrates an understanding of the principles of human growth and development in working with students.
- 2) Applies professional knowledge to the development of a program of services.
- 3) Demonstrates educational and professional skills.

Criteria B) *Specialized Skills*

The library/media specialist demonstrates in their performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Sub criteria

- 1) Designs and conducts a program providing specific library/media services.
- 2) Helps students and teachers to locate, integrate and assimilate data.
- 3) Demonstrates the ability to assist teachers and administrators integrate specialized library/media information into the regular curricular program.
- 4) Assists with independent study, reference and research work of small and large groups.

Criteria C) *Management of Special and Technical Environment*

The library/media specialist demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the library/media programs.

Sub criteria

- 1) Allocates funds within assigned budgets that will insure the most efficient utilization of their use for inventory improvement.
- 2) Develops a system of materials control.
- 3) Oversees a program of maintenance of materials.
- 4) Facilitates an attractive, orderly environment.
- 5) Maintains a system of educational material inventory for the building.

Criteria D) *Library/Media Specialist as a Professional*

The library/ media specialist demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.

Sub criteria

- 1) Demonstrates an awareness of laws and policies relating to library work.
- 2) Demonstrates commitment of professional activities.
- 3) Communicates effectively with students, staff and parents.

Criteria E) *Involvement in Assisting Pupils, Parents and Educational Personnel*

The library/media specialist demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Sub criteria

- 1) Consults with staff, school personnel, and parents concerning the development, coordination and/or extension of services.
- 2) Provides a support program to serve the needs of the school population.
- 3) Assists staff in interpreting needs of students.
- 4) Recommends criteria for and assists in the selection of personnel.
- 5) Assists curriculum committees in selection of appropriate materials for resource units and curriculum goals and/or guides.
- 6) Plans and contributes to school programs and interest groups.
- 7) Compiles materials lists for groups and individuals.
- 8) Promotes use of professional library.
- 9) Identifies students with reading and/or study problems and seeks ways to help them.

**EVALUATION CRITERIA SUMMARY
EVALUATION FORM – COUNSELOR**

S Meet or Exceeds Expectations
U Does not meet minimum requirements
N/O Not Observed

Building: _____
Observer: _____
Date: _____

Teacher: _____
Subject: _____
Teachers Initials _____

Observer Signature: _____

A Knowledge and Scholarship in Special Field

S U N/O

- | | | | | |
|----|---|--|--|--|
| 1. | Provides theoretical rationale for the use of various counseling procedures | | | |
| 2. | Demonstrates understanding of principles of human growth and development | | | |
| 3. | Develops counseling program of services | | | |

Comments: _____

B Specialized Skills

- | | | | | |
|----|--|--|--|--|
| 1. | Demonstrates the ability to work with students/parents, and professional staff | | | |
| 2. | Demonstrates effective oral and written communication skills | | | |
| 3. | Administers and interprets tests/evaluative instruments | | | |
| 4. | Utilizes various specialized skills | | | |

Comments: _____

C Management of Special and Technical Environment

- | | | | | |
|----|---|--|--|--|
| 1. | Develops schedule of counseling activities to provide sound guidance program | | | |
| 2. | Provides specific guidance objectives for the year | | | |
| 3. | Maintains confidential records | | | |
| 4. | Uses all available information in meeting individual student needs | | | |
| 5. | Supervises the orientation of students to the next higher grade level and to post-high school placement | | | |
| 6. | Coordinates identification/reporting of students with educational handicaps | | | |
| 7. | Consults with the principal to develop curriculum to meet the identified needs of students | | | |
| 8. | Coordinates the effort necessary for the referral of students to special services | | | |

Comments: _____

D The Counselor as a Professional

- | | | | | |
|----|---|--|--|--|
| 1. | Is receptive to change and works to meet specified goals and objectives | | | |
| 2. | Stays abreast of current trends | | | |
| 3. | Demonstrates open and honest communication | | | |
| 4. | Demonstrates enthusiasm and self-motivation | | | |
| 5. | Uses professional rationale for counseling approaches | | | |
| 6. | Demonstrates ability and knowledge to make appropriate referrals | | | |

Comments: _____

E Involvement in Assisting Pupils, Parents and Educational Personnel

- | | | | | |
|----|--|--|--|--|
| 1. | Works effectively with students | | | |
| a. | Motivates students to seek counseling when needed | | | |
| b. | Is sensitive to adolescent's feelings | | | |
| c. | Helps pupils with personal, educational, and vocational problems | | | |
| d. | Demonstrates appropriate confidentiality | | | |
| e. | Utilizes instructional and pupil personnel services | | | |
| f. | Encourages/facilitates student use of appropriate services | | | |
| 2. | Works effectively with parents | | | |
| a. | Promotes communication between home and school | | | |
| b. | Is available to parents | | | |
| c. | Has professional image among parents | | | |
| d. | Attends to parental referrals | | | |
| e. | Meets appropriate parental/home needs | | | |

Comments: _____

General Comments: _____

Criterion 1: Centering instruction on high expectations for student achievement.			
Component 1.1: Providing Clear Learning Goals and Scales (Rubrics)			
<i>The teacher communicates high expectations for learning by developing, aligning, and communicating clear daily learning targets and/or longer-term learning goals (grade-level standards) with rubrics for the goals.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher provides a stated learning target (daily) and/or learning goal (longer term) but the learning goal is not accompanied by a scale or rubric that describes levels of performance.	The teacher provides a clearly stated learning target (daily) and/or learning goal (longer term). The learning goal is accompanied by a scale or rubric that describes levels of performance. Additionally, the teacher monitors students' understanding of the learning target/goal and the levels of performance.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 1.2: Celebrating Success			
<i>The teacher celebrates student success relative to the learning targets and/or the learning goals.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher provides students with recognition of their current status but not their knowledge gain relative to the learning goal.	The teacher provides students with recognition of their current status and their knowledge gain relative to the learning goal and monitors the extent to which students are motivated to enhance their status.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 1.3: Understanding Students' Interests and Backgrounds			
<i>The teacher builds positive relationships with students by understanding students' interests and background.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher minimally uses students' interests and background during interactions with students.	The teacher uses students' interests and background during interactions with students and monitors the sense of community in the classroom.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 1.4: Demonstrating value and respect for reluctant learners and students regularly marginalized or underserved by school systems			
<i>The teacher demonstrates value and respect for all, including reluctant learners, and students who have been marginalized or underserved by school systems over time.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher minimally uses verbal and nonverbal behaviors that indicate value and respect for students, with particular attention to reluctant learners and students who are regularly marginalized or underserved by school systems.	The teacher uses verbal and nonverbal behaviors that indicate value and respect for students, with particular attention to reluctant learners and students who are regularly marginalized or underserved by school systems and monitors the quality of relationships in the classroom.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Criterion 2: Demonstrating effective teaching practices.			
Component 2.1: Conducting Direct Instruction Lessons			
<i>The teacher helps students effectively interact with new knowledge through direct instruction lessons.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not employ strategies designed to preview and introduce new knowledge in digestible chunks OR does so with significant errors or omissions	The teacher employs strategies designed to preview and introduce new knowledge in digestible chunks BUT does not monitor the extent to which strategies have their desired effect.	The teacher employs strategies designed to preview and introduce new knowledge in digestible chunks AND monitors the extent to which strategies have their desired effect, which includes: elaborating on critical information and summarizing it in linguistic and nonlinguistic ways.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 2.2: Conducting Practicing and Deepening Lessons			
<i>The teacher helps students to practice and deepen their understanding of new knowledge.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not employ strategies designed to practice skills and processes and critically analyze information OR does so	The teacher employs strategies designed to practice skills and processes and critically analyze information BUT does not monitor the	The teacher employs strategies designed to practice skills and processes and critically analyze information AND monitors the extent to which strategies have their	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not

with significant errors or omissions.	extent to which strategies have their desired effect.	desired effect, which includes: developing fluency with skills and processes, determining similarities and differences between important information, and determining the validity and structure of important information.	produce the desired effect.
Component 2.3: Conducting Knowledge Application Lessons			
<i>The teacher provides resources and guidance and organizes students to engage in cognitively complex tasks involving application and transfer of new knowledge.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher organizes students and acts as a guide and resource provider, but students primarily engage in low level tasks.	The teacher organizes students and acts as a guide and resource provider as students engage in cognitively complex tasks and monitors the level to which students apply and transfer the new knowledge.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 2.4: Asking in-depth questions of reluctant learners and students regularly marginalized or underserved by school systems			
<i>The teacher asks questions of reluctant learners and students regularly marginalized or underserved by school systems with the same frequency and depth as other students.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing	The teacher asks questions of all students with the same frequency and depth but does not monitor the quality of participation.	The teacher asks questions of all students with the same frequency and depth and monitors the quality of participation.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 2.5: Appropriately probing incorrect answers given by reluctant learners and students regularly marginalized or underserved by school systems			
<i>The teacher probes incorrect answers given by reluctant learners and students regularly marginalized or underserved by school systems in the same manner as other students' incorrect answers.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher is not consistent in probing all students' incorrect answers.	The teacher probes all students' incorrect answers and monitors the level and quality of the responses.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 2.6: Noticing When Students Are Not Engaged			
<i>The teacher uses various methods to engage students.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not monitor student engagement and apply re-engagement strategies as necessary OR does so with significant errors or omissions.	The teacher monitors student engagement and applies re-engagement strategies as necessary BUT does not monitor the extent to which strategies have their desired effect.	The teacher monitors student engagement and applies re-engagement strategies as necessary AND monitors the extent to which strategies have their desired effect, which includes: enhanced energy and engagement and enhanced student participation in questioning activities and activities designed to analyze and review information.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 2.7: Using and Applying Academic Vocabulary			
<i>The teacher identifies appropriate academic vocabulary aligned to the learning targets and uses various strategies for student acquisition.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not identify important academic vocabulary specific to the lesson or does so in a manner that does not reflect the critical content.	The teacher identifies important academic vocabulary specific to the lesson and makes students aware of the meaning of these terms BUT does not monitor the extent to which students have internalized the meaning of these terms using their own background knowledge.	The teacher identifies important academic vocabulary specific to the lesson and makes students aware of the meaning of these terms. Additionally, the teacher monitors the extent to which students have internalized the meaning of these terms using their own background knowledge.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 2.8: Evaluating Effectiveness of Individual Lessons and Units			
<i>The teacher reflects on and evaluates the effectiveness of instructional performance to identify areas of pedagogical strength and weakness.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher identifies specific strategies and behaviors on which to improve but does not select the strategies and behaviors that are most useful for their development.	The teacher determines how effective a lesson or unit was in terms of enhancing student achievement and identifies causes of success or failure.	The teacher is a recognized leader in helping others identify areas of pedagogical strength and weakness.

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

Component 3.1: Effective Scaffolding of Information Within a Lesson

The teacher plans and prepares for effective scaffolding of information within lessons and units that progresses toward a deep understanding and transfer of content.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher organizes lessons within a unit so that students move from surface to deeper understanding of content but does not require students to apply the content in authentic ways.	The teacher organizes content in such a way that each new piece of information clearly builds on the previous piece, and students move from understanding to applying the content through authentic tasks.	The teacher is a recognized leader in helping others scaffold lessons and units that progress toward a deep understanding and transfer of content.

Component 3.2: Planning and Preparing for the Needs of All Students

The teacher uses data to plan and provide interventions that meet individual student learning needs, including ELL, special education, and students who come from home environments that offer little support for schooling.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not know or understand the intervention system or does not use the intervention system to address student needs.	The teacher identifies interventions that meet the needs of specific sub-populations (e.g., ELL, special education, and students who come from environments that offer little support for learning) but does not ensure that all identified students are adequately served by the interventions.	The teacher identifies and effectively employs interventions that meet the needs of specific sub-populations (e.g., ELL, special education, and students who come from environments that offer little support for learning).	The teacher is a recognized leader in helping others employ interventions that meet the needs of specific sub-populations (e.g., ELL, special education, and students who come from environments that offer little support for learning).

Student Growth C3: 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.

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
Component 4.1: Attention to Established Content Standards			
<i>The teacher demonstrates a comprehensive understanding of the subject taught and the standards for the subject.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not demonstrate adequate knowledge of the subject and/or the standards for the subject.	The teacher demonstrates an acceptable but incomplete knowledge of the subject and/or the standards for the subject.	The teacher demonstrates a comprehensive knowledge of the subject and the standards for the subject.	The teacher is a recognized leader in helping others understand the subject and/or the standards for the subject.
Component 4.2: Use of Available Resources and Technology			
<i>The teacher plans and prepares for the use of available materials, including technology.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher identifies the available materials that can enhance student understanding but does not clearly identify or describe the manner in which they will be used.	The teacher identifies the available materials that can enhance student understanding and the manner in which they will be used.	The teacher is a recognized leader in helping others plan and prepare for the use of available materials, including technology.

Criterion 5: Fostering and managing a safe, positive learning environment.
Component 5.1: Organizing the Physical Layout of the Classroom

<i>The teacher organizes a safe physical layout of the classroom to facilitate movement and focus on learning.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it, or the teacher uses strategy incorrectly or with parts missing.	The teacher organizes the physical layout of the classroom to ensure safety, facilitate movement, and focus on learning but the classroom layout addresses only minimal aspects of these issues.	The teacher organizes the physical layout of the classroom to ensure safety, facilitate movement, and focus on learning and monitors the extent to which these activities enhance student learning.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 5.2: Reviewing Expectations for Rules and Procedures			
<i>The teacher reviews expectations regarding rules and procedures to ensure their effective execution.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it, or the teacher uses strategy incorrectly or with parts missing.	The teacher establishes and reviews expectations regarding rules and procedures.	The teacher establishes and reviews expectations regarding rules and procedures and monitors the extent to which students understand the rules and procedures.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 5.3: Demonstrating “With-it-ness”			
<i>The teacher demonstrates awareness of the classroom environment at all times (with-it-ness).</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it, or the teacher uses strategy incorrectly or with parts missing.	The teacher demonstrates awareness of classroom environment.	The teacher demonstrates awareness of classroom environment and monitors the effect on students’ behavior.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 5.4: Applying Consequences for Lack of Adherence to Rules and Procedures			
<i>The teacher applies consequences for lack of adherence to rules and procedures.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not apply consequences for not following rules and procedures.	The teacher applies consequences for not following rules and procedures but does not do so in a consistent and fair manner.	The teacher applies consequences for not following rules and procedures in a consistent and fair manner and monitors the extent to which rules and procedures are followed.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
Component 5.5: Acknowledging Adherence to Rules and Procedures			
<i>The teacher acknowledges adherence to rules and procedures.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4

The teacher does not acknowledge adherence to rules and procedures.	The teacher acknowledges adherence to rules and procedures but does not do so in a consistent and fair manner.	The teacher acknowledges adherence to rules and procedures in a consistent and fair manner and monitors the extent to which new actions affect students' behavior.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.
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Component 5.6: Displaying Objectivity and Control

The teacher builds positive relationships with students by displaying objectivity and control.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it, or the teacher uses strategy incorrectly or with parts missing.	The teacher behaves in an objective and controlled manner.	The teacher behaves in an objective and controlled manner and monitors the effect on the classroom climate.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

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

Component 6.1: Designing Instruction Aligned to Assessment

The teacher designs instruction aligned to assessments that impact student learning.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not design instruction with clear alignment to learning targets (daily) and/or learning goals (longer term).	The teacher designs instruction with assessments aligned to learning target (daily) and/or learning goal (longer term) but does not adapt those assessments to meet student learning needs.	The teacher designs instruction with assessments aligned to clearly stated learning target (daily) and/or learning goal (longer term). Those assessments are adapted to meet student learning needs.	The teacher adapts or creates new strategies designed to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

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Component 6.2: Using Multiple Data Elements

The teacher uses multiple data elements to modify instruction and assessments.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher does not examine multiple data points with the intent of modifying instruction and assessment or does so with significant errors or omissions.	The teacher examines a few data points and makes minimal adjustments to instruction and assessment based on the information.	The teacher examines multiple data points and makes changes to instruction and assessment based on the information. Additionally, the teacher monitors the extent to which the changes result in enhanced student learning.	The teacher adapts or creates new strategies designed to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Component 6.3: Tracking Student Progress

The teacher provides opportunities for students to self-reflect and track progress toward learning goals.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
When the strategy is called for the teacher does not use it or the teacher uses the strategy incorrectly or with parts missing.	The teacher facilitates tracking of student progress using a formative approach to assessment but does not monitor the extent to which this process enhances student learning.	The teacher facilitates tracking of student progress using a formative approach to assessment and monitors the extent to which this process enhances student learning.	The teacher adapts or creates new strategies to meet the specific needs of students for whom the typical application of strategies does not produce the desired effect.

Student Growth C6: Using multiple student data elements to 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 class(es). 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 class(es). 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 class(es). 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 class(ss) 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 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.

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

Component 7.1: Engaging in positive interactions with parents and the school community about courses, programs, and school events

The teacher actively communicates and collaborates with parents/guardians and school/community regarding courses, programs, and school events.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this	The teacher attempts to communicate and collaborate with parents/guardians and	The teacher communicates and collaborates with parents/guardians and	The teacher is a recognized leader in helping others communicate and

activity but does not actually complete or follow through with these attempts.	school/community regarding courses, programs and school events relevant to the students', but does not necessarily do so in a timely or clear manner.	school/community regarding courses, programs and school events relevant to the students in a timely and professional manner.	collaborate with parents/guardians and school/community regarding courses, programs and school events relevant to the students.
Component 7.2: Engaging in timely and professional interactions with parents and the school community			
<i>The teacher communicates individual student progress to parents/guardians in a timely and professional manner.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher communicates individual students' progress to parents/guardians, but does not necessarily do so in a timely or clear manner.	The teacher communicates individual students' progress to parents/guardians in a timely and professional manner.	The teacher is a recognized leader in helping others communicate individual student progress to parents/guardians in a timely and professional manner.

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Component 8.1: Seeking Mentorship for Areas of Need or Interest			
<i>The teacher collaborates with colleagues about student learning and instructional practices by seeking mentorship for areas of need or interest, and/or by mentoring others through the sharing of ideas and strategies.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher seeks help and mentorship from colleagues regarding specific classroom strategies and/or mentors other teachers but does not necessarily do so in a manner that enhances pedagogical skill.	The teacher seeks help and mentorship from colleagues regarding specific classroom strategies and/or mentors other teachers in such a manner as to enhance pedagogical skill.	The teacher is a recognized leader in mentoring others in such a way as to enhance their pedagogical skill.
Component 8.2: Promoting Positive Interactions with Colleagues			
<i>The teacher displays dependability through active participation.</i>			
Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4

The teacher makes little or no attempt to follow established norms or collective commitments. The teacher's behavior may be obstructing the functioning of the team/group.	The teacher attempts to follow established norms or commitments but does not comply with all norms and collective commitments.	The teacher follows established norms and collective commitments, contributing to the overall effectiveness of the team.	The teacher consistently models established norms and collective commitments. The teacher is a recognized leader in facilitating the team/group in resolving conflict for effective functioning.
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Component 8.3: Participating in District and School Initiatives

The teacher participates in district and school initiatives.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher is aware of the district and school initiatives but does not participate at a level consistent with their talents and availability.	The teacher participates in district and school initiatives at a level consistent with their talents and availability.	The teacher is a recognized leader in helping others be aware of and participate in district and school initiatives.

Component 8.4: Monitoring Progress Relative to the Professional Growth and Development Plan

The teacher pursues professional development based on his/her written growth and development plan and monitors progress relative to that plan.

Unsatisfactory - 1	Basic - 2	Proficient - 3	Distinguished - 4
The teacher makes no attempt to perform this activity, or the teacher attempts to perform this activity but does not actually complete or follow through with these attempts.	The teacher develops a written professional growth and development plan but does not articulate clear goals and timelines. The teacher charts their progress on the professional growth and development plan using established goals and timelines but does not make adaptations as needed.	The teacher develops a written professional growth and development plan with goals and timelines, charts their progress, and makes adaptations as needed.	The teacher is a recognized leader in helping others develop professional growth and development plans.

Student Growth C8: Exhibiting collaborative and collegial practice 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.

TPEP Timeline

- By the last working day in September (or within 15 days of employment (whichever is later)) each certificated staff member shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.
- Submit final Student Growth Goal by no later than November 1st.
- First formal observation completed by December 1st.
- Student Growth Goal summary due no later than April 30th.
- Final observation will be completed by April 15th.
- Final evaluation meetings with certificated staff held between May 10th and May 15th.

In extenuating circumstances this timeline may be extended. It will be reviewed by the Superintendent on a case-by-case basis.

Teacher Self-Assessment Worksheet

Name: _____ Date: _____

School _____ Evaluator: _____

Use this form to summarize where you see yourself in each category. Refer to the rubrics under each component. This will be used to help formulate your Professional Growth areas.

U = Unsatisfactory	B = Basic	P = Proficient	D = Distinguished
Refer to the Classroom Teacher Evaluation Rubrics under each component for more detail.			

Criterion 1: Centering Instruction on High Expectations		U	B	P	D
1.1	Providing clear learning goals and scales (rubrics)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.	Celebrating success	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
1.	Understanding students' interests and backgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					
1.	Demonstrating value and respect for low expectancy students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 2: Demonstrating Effective Teaching Practices		U	B	P	D
2.1	Interacting with new knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Organizing students to practice and deepen knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
2.	Organizing students for cognitively complete tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					
2.	Asking questions of low expectancy students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					
2.	Probing incorrect answers with low expectancy students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					
2.	Noticing when students are not engaged	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					
2.7	Using and applying academic Vocabulary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Evaluating effectiveness of individual lessons and units	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 3: Recognizing Individual Student Learning Needs		U	B	P	D
3.	Effective scaffolding of information within lessons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1					
3.	Planning and preparing for the needs of all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 4: Clear Focus on Content and Curriculum		U	B	P	D
4.	Attention to established content standards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1					
4.	Use of available resources and technology	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 5: Fostering a Safe and Positive Environment		U	B	P	D
5.1	Organizing the physical layout of the classroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Reviewing expectations to rules and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2					
5.	Demonstrating “with-it-ness”	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					
5.	Applying consequences for lack of adherence to rules and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					
5.	Acknowledging adherence to rules and procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5					
5.	Displaying objectivity and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 6: Using Student Data to Improve Learning		U	B	P	D
6.	Designing instruction aligned to assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1					
6.	Using multiple data elements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
6.	Tracking student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 7: Communicating with Parents, School and Community		U	B	P	D
7.1	Promoting positive interactions about students and parents – courses, program and school events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Promoting positive interactions about students and parents – timeliness and professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Criterion 8: Exhibiting Collaborative and Collegial Practices		U	B	P	D
8.1	Seeking mentorship for areas of need or interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Promoting positive interactions with colleagues	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2					
8.	Participating in District and school initiatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3					
8.	Monitoring progress relative to the professional growth and development plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4					
Overall Rating		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Using the self-reflection data above, record those areas that you would like to consider (brainstorm) as possible Professional Growth areas.

Possible Growth Areas:

1.
2.
3.
4.
5.

Student Growth Goal-Focus

Teacher: _____

Evaluator: _____

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Teacher: _____

Evaluator: _____

Evaluation Type (check one):

☐ Focus: 1 Student Growth Goal = 3.1

Student growth evidence must be submitted no later than the final evaluation.

SG 3.1 Subgroup Goal:

Checklist for the Student Growth Goal(s)

3.1 6.1

☐ ☐ Identifies **subgroups** (3.1) or **whole class** (6.1)

☐ ☐ Is specific, measurable, and time-bound

☐ ☐ ☐ ☐ Is based on multiple sources of data consisting of at least 2 different high-quality measures

☐ ☐ Is aligned to content standards

☐ ☐ Is appropriate for the context, instructional interval, and content standard(s)

Demonstrates a significant impact on student learning of content (transferable skills)

☐ ☐ Identifies two different measures and two points in time aligned to learning targets

Mid-Year Self-Reflection

☐ ☐ On track to meet goal(s):

Yes

No

Adjustments to student growth goal(s):

☐ ☐ Was the student growth goal(s) achieved?

Yes

No

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

Student Growth Goals Comprehensive

Teacher: _____

Evaluator: _____

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Teacher: _____

Evaluator: _____

Evaluation Type:

Comprehensive: 2 Student Growth Goals = 3.1 *and* 6.1

Student growth evidence must be submitted no later than the final evaluation.

SG 3.1 Subgroup Goal:

SG 6.1 Whole Class Goal:

Checklist for the Student Growth Goal(s)

3.1 6.1

- ☐ ☐ Identifies **subgroups** (3.1) or **whole class** (6.1)
- ☐ ☐ Is specific, measurable, and time-bound
- ☐ ☐ ☐ ☐ Is based on multiple sources of data consisting of at least 2 different high-quality measures
- ☐ ☐ Is aligned to content standards
- ☐ ☐ Is appropriate for the context, instructional interval, and content standard(s)
- Demonstrates a significant impact on student learning of content (transferable skills)
- ☐ ☐ Identifies two different measures and two points in time aligned to learning targets

Mid-Year Self-Reflection

☐ ☐ On track to meet goal(s): Yes No

Adjustments to student growth goal(s):

☐ ☐ Was the student growth goal(s) achieved? Yes No

Teacher signature _____ Date _____

Evaluator signature _____ Date _____

TEACHER EVALUATION CRITERIA FORM

FOCUS EVALUATION

Name: _____ Evaluation Period: _____ to _____

☐ Elementary ☐ Jr. High ☐ Sr. High Position: _____

4 - Distinguished

3 - Proficient

2 - Basic

1 - Unsatisfactory (see attached Marzano Teacher Evaluation Model Rubric) Teacher is scored on 1 Criteria

		1	2	3	4
Criterion 1	Centering instruction on high expectations for student achievement				
	<u>Evaluation:</u>				
	<u>Evidence:</u>				
	<u>Impact:</u>				
	1.1 Providing clear learning goals and scales (rubrics)				
	1.2 Celebrating success				
	1.3 Understanding students' interests and backgrounds				
	1.4 Demonstrating value and respect for reluctant learners and students regularly marginalized or underserved by school systems				
Criterion 2	Demonstrating effective teaching practices				
	<u>Evaluation:</u>				
	<u>Evidence:</u>				
	<u>Impact:</u>				
	2.1 Conducting direct instruction lessons				
	2.2 Conducting practicing and deepening lessons				
	2.3 Conducting knowledge application lessons				
	2.4 Asking in-depth questions of reluctant learners and students regularly marginalized or underserved by school systems				
	2.5 Appropriately probing incorrect answers given by reluctant learners and students regularly marginalized or underserved by school systems				
	2.6 Noticing when students are not engaged				
Criterion 3	2.7 Using and applying academic vocabulary				
	2.8 Evaluating effectiveness of individual lessons and units				
	Recognizing individual student learning needs and developing strategies to address those needs.				
	<u>Evaluation:</u>				
	<u>Evidence:</u>				
	<u>Impact:</u>				

	3.1	Effective scaffolding of information within lessons				
	3.2	Planning and preparing for the needs of all students				
Criterion 4		Providing clear and intentional focus on subject matter content and curriculum. <u>Evaluation:</u> <u>Evidence:</u> <u>Impact:</u>				
	4.1	Attention to established content standards				
	4.2	Use of available resources and technology				
Criterion 5		Fostering and managing a safe, positive learning environment. <u>Evaluation:</u> <u>Evidence:</u> <u>Impact:</u>				
	5.1	Organizing the physical layout of the classroom				
	5.2	Reviewing expectations to rules and procedures				
	5.3	Demonstrating 'with-it-ness'				
	5.4	Applying consequences for lack of adherence to rules and procedures				
	5.5	Acknowledging adherence to rules and procedures				
	5.6	Displaying objectivity and control				
Criterion 6		Using multiple student data elements to modify instruction and improve student learning. <u>Evaluation:</u> <u>Evidence:</u> <u>Impact:</u>				
	6.1	Designing instruction aligned to assessment				
	6.2	Using multiple data elements				
	6.3	Tracking student progress				
Criterion 7		Communicating and collaborating with parents and the school community. <u>Evaluation:</u> <u>Evidence:</u> <u>Impact:</u>				
	7.1	Engaging in positive interactions with parents and the school community about courses, programs, and school events				
	7.2	Engaging in timely and professional interactions with parents and the school community.				
Criterion 8		Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning <u>Evaluation:</u> <u>Evidence:</u> <u>Impact:</u>				
	8.1	Seeking mentorship for areas of need or interest				
	8.2	Promoting positive interactions with colleagues				
	8.3	Participating in District and school initiatives				
	8.4	Monitoring progress relative to the professional growth and development plan				

TOTAL	Hi				
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Preliminary Summative Scoring:

Score	1	2	3	4	Preliminary Summative Score: _____
Rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Summative Rating: _____

Student Growth Scoring

Student Growth Score			
Student Growth Criterion	Establish Student Growth Goal Based on Rubric	Achievement of Student Growth Goal Based on Rubric	Overall Student Growth Criterion Score
Criterion 3 (3.1, 3.2) OR <i>Individual/Small Group</i>			
Criterion 6 (6.1, 6.2) <i>Whole Group</i>			
Student Growth Score*			

Student Growth Impact Rating Scoring Band			Student Growth Score: _____
5-12	13-17	18-20	
Low	Average	High	Student Growth Rating: _____

*A student growth score of '1' in any of the student growth rubrics will result in a 'low' growth rating.

Overall Rating (check one): 0 Unsatisfactory 0 Basic 0 Proficient 0 Distinguished

Evaluator Summary Comments:

Evaluatee Comments:

The evaluator and evaluatee have conferred on the type of evaluation to be used for the following school year and agree to use the following evaluation format:

Comprehensive _____ **Focused** _____ **Plan of Improvement** _____

Signatures:

The Employee's signature below indicates their receipt of this evaluation report only and does not imply that they agree with the contents of the report and/or summative score.

Evaluatee Evaluator Date

Scoring Chart

Preliminary Summative Rating	Student Growth Impact Rating		
DISTINGUISHED Criterion Score 4	PROFICIENT 1-year growth plan	DISTINGUISHED	
PROFICIENT Criterion Score 3	PROFICIENT 1-year growth plan	PROFICIENT	
BASIC Criterion Score 2	BASIC 1-year growth plan	BASIC	
UNSATISFACTORY Criterion Score 1	UNSATISFACTORY Plan of Improvement		
	LOW STUDENT GROWTH* 1-3	AVERAGE STUDENT 4-6	HIGH STUDENT GROWTH 7-8

TEACHER EVALUATION CRITERIA FORM COMPREHENSIVE EVALUATION

Name: _____ Evaluation Period: _____ to _____

0 Elementary 0 Jr. High 0 Sr. High Position: _____

4 - Distinguished

3 - Proficient

2 - Basic

1 - Unsatisfactory (see attached Marzano Teacher Evaluation Model Rubric)

		1	2	3	4
Criterion 1	Centering instruction on high expectations for student achievement				
	Evaluation:				
	Evidence:				
	Impact:				
	1.1 Providing clear learning goals and scales (rubrics)				
	1.2 Celebrating success				
Criterion 2	1.3 Understanding students' interests and backgrounds				
	1.4 Demonstrating value and respect for reluctant learners and students regularly marginalized or underserved by school systems				
	Demonstrating effective teaching practices.				
	Evaluation:				
	Evidence:				
	Impact:				
	2.1 Conducting direct instruction lessons				
	2.2 Conducting practicing and deepening lessons				
	2.3 Conducting knowledge application lessons				
	2.4 Asking in-depth questions of reluctant learners and students regularly marginalized or underserved by school systems				
	2.5 Appropriately probing incorrect answers given by reluctant learners and students regularly marginalized or underserved by school systems				
	2.6 Noticing when students are not engaged				
Criterion 3	2.7 Using and applying academic vocabulary				
	2.8 Evaluating effectiveness of individual lessons and units				
	Recognizing individual student learning needs and developing strategies to address those needs.				
	Evaluation:				
	Evidence:				
	Impact:				
	3.1 Effective scaffolding of information within lessons				
	3.2 Planning and preparing for the needs of all students				

Criterion 4	Providing clear and intentional focus on subject matter content and curriculum.				
	Evaluation:				
	Evidence:				
	Impact:				
4.1	Attention to established content standards				
4.2	Use of available resources and technology				
Criterion 5	Fostering and managing a safe, positive learning environment.				
	Evaluation:				
	Evidence:				
	Impact:				
5.1	Organizing the physical layout of the classroom				
5.2	Reviewing expectations to rules and procedures				
5.3	Demonstrating 'with-it-ness'				
5.4	Applying consequences for lack of adherence to rules and procedures				
5.5	Acknowledging adherence to rules and procedures				
5.6	Displaying objectivity and control				
Criterion 6	Using multiple student data elements to modify instruction and improve student learning.				
	Evaluation:				
	Evidence:				
	Impact:				
6.1	Designing instruction aligned to assessment				
6.2	Using multiple data elements				
6.3	Tracking student progress				
Criterion 7	Communicating and collaborating with parents and school community.				
	Evaluation:				
	Evidence:				
	Impact:				
7.1	Engaging in positive interactions with parents and the school community about courses, programs and school events				
7.2	Engaging in timely and professional interactions with parents and the school community				
Criterion 8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
	Evaluation:				
	Evidence:				
	Impact:				
8.1	Seeking mentorship for areas of need or interest				
8.2	Promoting positive interactions with colleagues				
8.3	Participating in District and school initiatives				
8.4	Monitoring progress relative to the professional growth and development plan				
TOTAL					

Preliminary Summative Scoring:

Preliminary Summative Score: _____
Preliminary Summative Rating: _____

Student Growth Scoring

Student Growth Score			
Student Growth Criterion	Goal Setting Score Based on Rubric	Student Growth Score Based on Rubric	Overall Student Growth Criterion Score
Criterion 3 (3.1, 3.2) <i>Individual/Small Group</i>			
Criterion 6 (6.1, 6.2) <i>Whole Group</i>			
Criterion 8 (8.1) <i>Team</i>			
Student Growth Score*			

Student Growth Impact Rating Scoring Band			Student Growth Score: _____
5-12	13-17	18-20	
Low	Average	High	Student Growth Rating: _____

*A student growth score of '1' in any of the student growth rubrics will result in a 'low' growth rating.

Overall Rating (check one): ☐ Unsatisfactory ☐ Basic ☐ Proficient ☐ Distinguished

Evaluator Summary Comments:

Evaluatee Comments:

The evaluator and evaluate have conferred on the type of evaluation to be used for the following school year and agree to use the following evaluation format:

Comprehensive _____ **Focused** _____ **Plan of Improvement** _____

Signatures:

The Employee's signature below indicates their receipt of this evaluation report only and does not imply that they agree with the contents of the report and/or summative score.

Evaluatee	Evaluator	Date
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Scoring Chart

Preliminary Summative Rating	Student Growth Impact Rating		
DISTINGUISHED Criterion Score 29-32	PROFICIENT 1-year growth plan	DISTINGUISHED	
PROFICIENT Criterion Score 22-28	PROFICIENT 1-year growth plan	PROFICIENT	
BASIC Criterion Score 15-21	BASIC 1-year growth plan	BASIC	
UNSATISFACTORY Criterion Score 8-14	UNSATISFACTORY Plan of Improvement		
	LOW STUDENT GROWTH* 5-12	AVERAGE STUDENT 13-17	HIGH STUDENT GROWTH 18-20

DISTRICT-DIRECTED ADDITIONAL HOURS of WORK APPROVAL FORM**Name:** _____ **Date:** _____**After-school activity:** _____ **Date of after-school activity:** _____**OEA Negotiated Agreement – Article II, Section 2.11, C**

Each certificated Employee will be eligible for 26 additional District-Directed hours of work for each year of this Agreement. Said additional hours of work shall be performed outside the basic, professional workday and work year, and must be performed on site, unless otherwise approved by the building principal. Employees who are less than 1.0 FTE will be eligible for additional hours of work on a prorated basis.

Work will be compensated at the Employee's per diem hourly rate of pay for duties, including, but not limited to the following:

1. Set up classroom; (up to 7.5 hours)
2. Back to School Barbeque; (up to 2 hours)
3. Open House/Jr. High Orientation; (up to 2 hours)
4. Safe Schools online training; (up to 2 hours)
5. Family night lead in/planning for the event; (up to 4 hours/event)
6. Family Fun Night participation; (2 hours per family night)
7. Field trip lead in/planning for the event; (up to 2 hours)
8. Supervision of students on the day of field trips in excess of normal working hours; (hours may vary)
9. Board student recognition; (minimum 1 hour)
10. Winter Program supervision; (up to 2 hours)
11. Spring music program supervision; (up to 2 hours)
12. Dance Festival (all certified Elementary Staff responsible for planning and supervising students); (up to 2 hours)
13. Special Education/I-Team meetings outside the contracted day; (hours may vary)
14. Collaboration for WA AIM assessments; (up to 2 hours)
15. Staff Led Collaborative time in support of the School Improvement Plan that is pre-approved by the District; (up to 2.5 hours)
16. District Directed activities such as book studies, curriculum work, PLCs, TPEP Evaluations, and other activities as approved by the district
17. Ocosta High School graduation ceremony, if not an advisor; (up to 1.5 hours)
18. Clean up classroom, file report cards, etc. after last day of school (up to 3 hours)

Some after-school activities have predetermined available hours, while others may vary (as identified above).

Complete this form for *each* after-school activity and submit to the Principal/Superintendent for approval. This form may be submitted each month. All forms must be submitted by June 30th.

Description of work performed: _____

Hours completed (please refer to the information above): _____**Employee Signature:** _____ **Date:** _____**Principal Signature:** _____ **Date:** _____**Superintendent Signature:** _____ **Date:** _____

