

**GLENWOOD EDUCATION ASSOCIATION  
AND  
GLENWOOD SCHOOL DISTRICT No. 401**

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## PREAMBLE

This Agreement entered into this 1<sup>st</sup> day of September 2023, by and between the Glenwood Education Association, hereinafter called the “Association and the Glenwood School District #401, Klickitat County, Washington, hereinafter called the “Board”. The signatories shall be the sole parties to the Agreement. This agreement has been negotiated pursuant to RCW 41.59.

## ARTICLE 1: ADMINISTRATION

### SECTION 1. DEFINITION OF TERMS

1. The term “Board” shall mean the Board of Directors of Glenwood School District No. 401 as the governing body of the district.
2. The term “District” shall mean Glenwood School District No. 401, Glenwood, Klickitat County, Washington.
3. The term “Association” shall mean Glenwood Education Association which shall be known as GEA, which is affiliated with the Washington Education Association and with the National Education Association.
4. The term “Parties” shall mean the District and the Association.
5. The term “Agreement” shall mean this Collective Bargaining Agreement.
6. The term “Employee” shall mean those persons for whom the Association is recognized as the duly authorized bargaining representative.
7. The term “Day” shall mean any day the District business office is open for business with the public.

8. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
9. The term “President” shall mean the President of the Association or his/her designee.
10. The term “Individual Contract” shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210.
11. The term “Supplemental Contract” shall mean a contract issued and signed in accordance with RCW 28A.405.240.
12. The term “Extended Supplemental Contract” shall mean an individual, supplemental contract that is issued to an employee for days beyond the employee’s basic school year of one-hundred-eighty (180) days. Such contracts are non-continuing one (1) year only.
13. The term “RCW” shall mean Revised Code of Washington.
14. The term “WAC” shall mean Washington Administrative Code.
15. The term “SPI” shall mean the Washington State Superintendent of Public Instruction or their office.
16. The term “BEA” shall mean Basic Education Act.
17. The term “AR” shall mean Association Representative(s).
18. The term “PERC” shall mean the Washington State Public Employment Relations Commission.

## SECTION 2. RECOGNITION

The Board hereby recognized the Association as the sole and exclusive bargaining representative for all nonsupervisory certificated employees employed by the District excluding supervisors, confidential employees, classified employees and all other employees, as recognized under PERC Decision 13415-A (2021). Such representation shall cover all personnel assigned to newly created professional positions unless such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent/Principal. The term “employee” when used hereinafter in the Agreement shall refer to all certificated personnel represented by the Association in the bargaining unit as above defined.

The parties recognize by rulings of the Public Employment Relations Commission that substitute employees who work twenty (20) consecutive days in the same assignment shall be entitled to placement on the salary schedule on the 21<sup>st</sup> day of employment; no other provision in the Agreement shall apply. Substitute employees who work thirty (30) or more non-consecutive days or who are employed fewer than twenty (20) consecutive days in the same assignment in a year are not entitled to any provisions in the Agreement.

### SECTION 3. STATUS OF THE 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.

Any individual contract between the District and an employee shall be subject to the terms and conditions of this Agreement. If any individual teaching contract contains any language contrary to or inconsistent with the Agreement, this Agreement shall be controlling.

### SECTION 4. COMPLIANCE OF AGREEMENT

All employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Board and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### SECTION 5. CONFORMITY TO LAW

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee(s) covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

### SECTION 6. DISTRIBUTION OF CONTRACT

The Association shall print and distribute to all employees copies of this Agreement within 60 days following ratification, signing and proofreading by the District. The District will post the Agreement on the District website. All employees new to the District shall be provided a copy of this Agreement by the Association upon issuance of their individual contract, provided the District shall inform the Association that such contract has been rendered and shall provide the name and local address of the employee.

A copy of this Agreement shall be available in the District office for inspection for all applicants for certificated positions.



## ARTICLE II: BUSINESS

### SECTION 1. ASSOCIATION RIGHTS

- a) The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business.
- b) Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The Association shall schedule building use through the administration.
- c) The Association shall have the right to use the school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the replacement cost of all materials and supplies incident to such use.
- d) The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards. The Association may use the District mail service and teacher mailboxes for communication to teachers.
- e) The Board agrees to furnish to the Association in response to requests all public information.
- f) The right granted herein to the Association shall not be granted or extended to any competing teacher organization.
- g) The Board shall place on the agenda of each regular Board meeting and shall consider under "New Business" any matters brought to its attention by the Association so long as those matters are made known to the Superintendent's office forty-eight (48) hours prior to said regular meeting. The Superintendent will have time to respond to an issue prior to it being placed on the Board Agenda.
- h) The District shall provide the Association President with the name, address, phone number, and assignment of any employee(s) new to the District within fourteen (14) days of the issuance of their contract. The Association shall be afforded a thirty (30) minute block of time during the new employee's workday within 30 days of the hire date for the Association to meet with them.

## SECTION 2. MANAGEMENT RIGHTS

It is the intention of the parties that all rights, powers, prerogatives, duties, and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board. When not in conflict with any other provisions of law and this Agreement, such inherent management rights shall include the rights of the Board and administrative agents.

The Association's recognition of these management rights does not preclude any employee from filing a grievance or seeking a review of the exercise of administrative decisions and application of these management rights.

## SECTION 3. ASSOCIATION DUES/PAYROLL DEDUCTIONS

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

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. The Association shall promptly submit notice of such revocation to the District payroll office.

B. The District shall transmit the dues, as well as NEA-FCPE and WEA-PAC donations authorized by the employee, to the entity designated by the Washington Education Association each pay period.

## *OTHER DEDUCTIONS*

The District shall upon receipt of authorization from an employee deduct from the employee's salary and make appropriate remittance for supplemental (non-SEBB) medical plans, salary insurance, and tax sheltered annuities.

## ARTICLE III: EMPLOYEE RIGHTS

### SECTION 1. EMPLOYEE EMPLOYMENT

No position held by a member of the bargaining unit shall be filled by employees outside of the bargaining unit.

Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom), which will substitute or replace a certificated employee in their assignment or employment. All certificated personnel within the bargaining unit shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in Section 11 of this Article.

### SECTION 2. DUE PROCESS

- a) No employee shall be disciplined without a fair investigation to determine just and sufficient cause, Just Cause includes the following concepts:
  - 1. **NOTICE:** The employee was provided with forewarning of the possible disciplinary consequences of the employee's conduct, or it is apparent that the employee should have known the conduct could result in possible discipline.
  - 2. **REASONABLE RULE OR ORDER:** The alleged misconduct or rule violated reasonably related to the effective, efficient and safe operation of the District.
  - 3. **INVESTIGATION:** Prior to any determination of a decision to apply disciplinary action, an investigation occurred to discover if a rule was violated, or misconduct occurred.
  - 4. **FAIR INVESTIGATION:** The investigation was conducted fairly and

objectively.

5. **PROOF:** There was sufficient evidence that the employee has violated the rule or engaged in misconduct.
6. **EQUAL TREATMENT:** The rule is consistently applied to all employees. Discipline for misconduct is applied to employees in an equitable manner, with consideration of the prior disciplinary record of the employee and the facts and circumstances of the matter.
7. **PENALTY:** The discipline administered shall follow the policy of progressive discipline as described in this Section and shall include consideration of the employee's record of service with the District and the findings of the investigation.

The specific grounds forming the basis for disciplinary action will be made available to the employee. Such discipline shall be in private.

- b) An employee shall be entitled to have present a representative of the Association during any investigatory meeting and disciplinary action. The employee and the Association will be notified prior to the meeting of the specific complaint received or rule violated. The District shall provide the Association with copies of all discoverable documents and materials in their possession regarding the allegations against the affected employee at least twenty four (24) hours in advance of any such meeting. When a request for such representation is made, no action shall be taken without respect to the employee until such representative of the Association is afforded a reasonable time to be present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.
- c) The Board agrees to follow a policy of progressive discipline (verbal warning, letter of reprimand, suspension with pay, suspension without pay, and discharge). Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitates said action.
- d) Any complaint made against an employee by any parent, student or other person that is not shown to the employee within five (5) days of receipt or composition by the District may not be used as the basis for any disciplinary action against the employee.

### SECTION 3. EMPLOYEE RIGHTS

- a) The Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of their membership in the Association, their participation in any legal activities of the Association or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- b) The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board, providing it does not interfere with their duties as an employee.
- c) The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a disabled person except as required in accordance with this Agreement or as otherwise provided by law.

### SECTION 4. CONTROVERSIAL TOPICS

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

encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

## SECTION 5. PERSONNEL FILES

- a) Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be afforded the teacher at \$.15 per sheet. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances shall be kept apart from the employee's personnel file.
- b) Any one person, at the employee's request, may be present in this review.
- c) Except in emergent situations, any derogatory material not shown to an employee within five (5) days of receipt or composition shall not be allowed as evidence in the grievance or in the disciplinary action against such employee.
- d) No evaluation, correspondence or other material making derogatory reference to an employee's competence, character or manner shall be kept or placed in the personnel file without the employee's exclusive right to attach their own written comments.
- e) All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring within 24 months. and shall be expunged from the file. The District may maintain investigation records for non-disciplinary record-keeping purposes only. Any records required by Revised Code of Washington (RCW) or Washington Administrative Code (WAC) may be kept beyond the twenty four (24) months.
- f) Upon request by the employee, the principal or their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

## SECTION 6. EMPLOYEE PROTECTION

- a) The Board agrees to save hold employees harmless and defend from any financial loss, including reasonable attorney's fees for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee, within or without the school building, provided such

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 Board, to the extent of the District's errors and omissions policy.

- b) Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board will cooperate in prosecution or defense of an action resulting from an assault on an employee occurring while in the performance of their duties.
- c) Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, including travel between workplaces, the employee will be paid full salary for the period of absence less the amount of any Workman's Compensation award made for the disability due to said injury for the remainder of their teaching contract year.
- d) The Board will reimburse employees for loss, damage, or destruction of clothing or personal property of the employee incurred while in the performance of their duties. To be eligible for reimbursement, all personal property to be kept at the school must be documented and submitted to the Superintendent.
- e) A teacher may at all times use such reasonable force as is necessary to protect himself or herself, a fellow teacher, administrator or a student from physical injury.

## ARTICLE IV: INSTRUCTION AND FISCAL MATTERS

### SECTION 1. NON-PROFESSIONAL DUTIES

Employees shall not be required to perform non-professional duties, including but not limited to, food distribution, supervision of cafeterias, bus loading or unloading, supervision of playgrounds and collecting money from students, except where there is an unavailability of personnel due to lack of funds or illness.

### SECTION 2. WORKDAY

- a) Employees shall begin their workday thirty (30) minutes before the students' school day begins and shall continue until (30) minutes after the students' school day ends. The total length of the workday shall not exceed seven and three-

fourths (7.75) continuous hours for all employees. The employees' total instructional time shall not exceed three hundred fifteen (315) minutes per day.

- b) All employees shall have at least forty-five (45) continuous minutes of preparation time during each workday. The use of this preparation time may be determined by the teacher, but it shall be used for its intended purpose. Employees will have their preparation times assigned.
- c) All employees shall have a duty-free lunch period of not less than thirty (30) continuous minutes.
- d) On Friday, employees shall be allowed to leave following student dismissal, with the approval of the administration.
- e) A principal or their designee may expect an employee to cover classes in case of emergency only and all efforts must be made to contact every available substitute.
- f) In the event an employee teaches another employee's class during their preparation period, they shall receive one (1) hour of per diem pay for each class period taught.
- g) There will be no change in the number of class periods without mutual agreement between the School Administration and the Association. If they cannot mutually agree, the School Board will decide the number of class periods.

### SECTION 3. HEALTH BENEFITS/ANNUITY CONTRIBUTIONS

#### **School Employees Benefits Board (SEBB) Insurance Program:**

- 1. Employees will receive health and other insurance benefits through the School Employees Benefit Board (SEBB) Program administered by the Washington State Health Care Authority. The District contribution will be equal to the state funded allocation rate and will be paid throughout the school year for all eligible employees who meet the eligibility requirements defined below. For purposes of benefits provided under the SEBB, "school year" shall mean September 1<sup>st</sup> through August 31<sup>st</sup>.
- 2. Benefits provided by the SEBB will include but not be limited to:
  - 1. Basic Life and accidental death and dismemberment insurance (AD & D)
  - 2. Basic Long-term Disability
  - 3. Vision
  - 4. Dental including orthodontia



## 5. Medical Plan

Employees will also have the option to:

1. enroll in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected.
  2. utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD &D, Long-term disability, etc.).
  3. voluntarily participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP).
3. Employee Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year.
  4. Dependent Eligibility: Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.
  5. Calculations of Hours: All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Employees who are hired later in the school year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires.
  6. Paid Leave: Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the Washington State Paid Family Medical Leave (PFML) program shall continue to receive the employer contribution toward SEBB insurance coverage in accordance with the RCW 50A.35.020 and WAC 192-700-020.
  7. Unpaid Leave: Employees on approved unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met the 630-hour requirement and are anticipated to return to work. If they have not met the 630-hour requirement and the District no longer anticipates they will meet the 630 hour requirement (in accordance with and verified by SEBB rules) no District contribution will be made. An employee on unpaid leave who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year will have the option of self-paying the

employer and employee portions of the premium and continue their benefits for a maximum of 29 months in accordance with SEBB guidelines.

8. Benefit Enrollment/Start: Benefit coverage for new employees will begin 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 the 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 work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. An employee is presumed eligible for the employer contribution at the start of the school year if they worked at least six hundred thirty (630) hours in each of the previous two school years and are returning to the same type of position or combination of positions with the same SEBB organization.
9. Benefit Termination/End: Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (I.e. the end of the employee work year as it aligns with the student school year in June) the District will report the resignation as of August 31<sup>st</sup> and continue such benefits provided the employee states their resignation date August 31<sup>st</sup>.
10. Plan Year/Coverage Period: The SEBB insurance plan year will run January 1 to December 31 as specified by SEBB. For any employee terminating employment, the District shall pay their portion of the employee premium as established by SEBB for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31<sup>st</sup>, contingent that the separation letter from the employee indicates a separation date in August.
11. All of the provisions of this Section 3, addressing SEBB shall be interpreted consistent with the current rules, regulations and guidelines of SEBB.

#### *PAYMENT PREMIUMS*

The Board shall make payment of all premiums for each teacher to assure coverage for the full twelve-month period commencing September 1 and ending August 31. If a teacher terminates his/her employment prior to June, coverage of insurance shall terminate at the end of the month in which termination occurred. When necessary,

premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### *SHELTERED ANNUITIES*

Employees may participate in tax-sheltered annuity programs approved by the Association and the Board at their own expense.

#### SECTION 4. PAYMENT PROVISIONS

- a) All employees shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the employee on or before the last business day of each month.
- b) In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the next pay period. When an overpayment is made, repayment deductions will be prorated over the remaining pay periods.
- c) All compensation owed to an employee who is leaving the District shall, upon request thirty (30) days in advance of their last workday, be paid at the next pay period after their final day of work.
- d) Employees Basic Salary – The certified salary schedule will be based on the Glenwood School District salary schedule.
- e) If work done outside of normal teaching hours is compensated, it will be compensated on a per diem basis through a supplemental contract.

#### SECTION 5. PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE

- A. The negotiated salary schedule is incorporated into the Agreement as Appendix A. Whatever salary increase is funded by the legislature will be passed on to the employees.
- B. Employees shall be awarded full credit for K-12 public school teaching experience. Credit on the salary schedule shall be given for each year's work experience in compliance with the negotiated Salary Schedule (Appendix A). Part time and substitute teaching/work experience shall be calculated on a pro rata basis. It is the

employee's responsibility to provide written verification of substitute teaching experience hours. All documentation must be turned in by October 1 each year.

- C. When an employee has earned the right to a higher salary bracket by reason of increased professional training (*credits earned from an accredited post-secondary institution*), the change shall be made on or before October 1. Certification of earned credits for this purpose shall be by transcript or certificate of completion and filed in the Superintendent's office by September 15.

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

- D. The District shall accept all clock hours and Inservice credits for advancement on the salary schedule (Appendix A). Ten (10) clock hours shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
- E. Out-of-State Credit: Employees hired out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.
- F. Employees earning partial years of experience in the public schools (part-time or less than a full year) will advance a year on the Salary Schedule when the aggregate exceeds .5 FTE or more years of experience.

## SECTION 6. EXTRA CURRICULAR POSITIONS

Each year a list of extra-curricular positions will be circulated to all members of the bargaining unit for consideration. The District wishes to encourage bargaining unit members to apply but the District agrees not to pressure or coerce individuals to do so. Separate contracts shall be issued to each employee for each extracurricular position they hold. These contracts shall be separate from their regular individual contract.

## SECTION 7. LEAVES

### *SICK LEAVE:*

- a) Each full-time employee shall accrue twelve (12) days sick leave per year with full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability. Sick leave days will be credited to each employee's balance annually at the beginning of each school year. All part-time teachers would be pro-rated according to the amount of time they work. Each teacher's portion of unused sick leave allowance shall accumulate from year to year.
- b) Absence due to injury incurred in the course of the teacher's employment shall be with full pay less Workmen's Compensation and shall not be charged against sick leave.
- c) In the event of the birth of a child of an employee's spouse, the district shall adhere to the federal Family Medical Leave Act.
- d) An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted an extended leave of absence without pay under provisions of the Agreement. An employee who has been granted leave under this provision may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of ~~their~~ personal physician.
- e) Sick Leave Cash Out: In January of the year in which a minimum of sixty (60) days of leave for illness or injury or accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration of up to one hundred eighty (180) days at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

In compliance with WAC 392-136-020, eligible employees are those who separate from employment with the school district due to death or retirement or who separate from District employment and are at least age fifty-five years of age:

- a. have at least ten years of service under teachers' retirement plan 3 as defined in RCW 41.32.010(40)  
OR
- b. have at least fifteen years of service under teachers' retirement system plan 2 as defined in RCW 41.32.010(39).

*FAMILY ILLNESS LEAVE:*

Employees shall, upon request, be granted a leave of absence with pay when such absence is occasioned by the illness of a member of the immediate family (parents, guardians, children and spouse) and shall be deducted from sick leave.

*MATERNITY AND CHILDCARE LEAVE:*

An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for maternity leave should include a statement as to the expected date of the return to employment; and within thirty (30) days after childbirth, the employee shall inform the District of the specific day when she will return to work. Sick leave shall be granted under provisions in this Agreement. In the event sick leave has been exhausted, the employee shall be granted an extended leave of absence without pay to cover the period of disability, with the option of leave under the federal Family Medical Leave Act. Any further leave may be granted under "Other Leaves" and/or Washington State Paid Family Medical Leave.

*ADOPTION LEAVE:*

An employee adopting a child shall notify the District in writing of the intent to take adoption leave stating the expected dates of commencement of leave and return to employment. Sick leave shall be granted under provisions in this Agreement. Adoption leave may be granted without pay for a period not to exceed one (1) year. An employee returning from adoption leave shall be placed in a position for which they are qualified.

### *BEREAVEMENT LEAVE:*

#### *Immediate Family*

Absence for bereavement up to five days per occurrence shall include death in the immediate family (parent, parent-in-law, brother, sister, spouse, child, or member of the family living in the employee's household).

#### *Other Relatives*

Absence for bereavement up to two days per occurrence shall include other relatives.

#### *Close Friend*

Absence for bereavement for close friends up to two days. The employee will reimburse the District for the cost of the substitute(s) at the current rate including benefits if applicable.

### *PERSONAL LEAVE:*

An employee may, for personal reasons, request up to three (3) days leave per year. Personal leave shall not be taken during the first three (3) weeks or the last three (3) weeks of the school year except at the discretion of the Superintendent. Personal leave must be arranged five working days prior to day/days designated by the employee. Up to two (2) unused personal leave days will roll-over to the next school year to a maximum total of five in any given school year.

### *JURY DUTY AND SUBPOENA LEAVE:*

Leaves of absence with pay may be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, provided that such subpoena is not proven to be as a result of a

employee's wrong doing. In such a case as well as in the case of a subpoena issued by the Association, the individual or the Association as appropriate will pay the substitute. In cases where the District pays for the substitute, if any witness fees are paid, that amount shall be deducted from the employee's regular pay.

#### *MILITARY LEAVE:*

Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the employee shall retain all benefits as though employment had been continuous in the District.

Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence from their teaching assignment for a period not exceeding twenty-one (21) calendar days during each year. The employee shall receive their normal District pay and there shall be no loss of privileges, vacations, or sick leave to which they might otherwise be entitled. Employees who voluntarily or involuntarily leave their District employment positions to undertake military service shall be protected under the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### *ATTENDANCE AT MEETINGS AND CONFERENCES:*

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employees' professional obligation. One employee will represent the Association at each board meeting.

Such leaves may be granted by request to the Superintendent of Schools on one of the following bases:



*FULL PAYMENT LEAVE:*

Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Board to represent the District at professional conferences, meetings, symposiums and seminars.

*PARTIAL PAYMENT LEAVE:*

*SUBSTITUTES PAID BY DISTRICT*

Necessary expenses paid by the employee or outside agency.

This category applies to employees authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.

*SUBSTITUTE PROVIDED BY ASSOCIATION*

This category applies to employees who are authorized and selected by the Association to be in attendance at professional conferences, meetings, symposiums and seminars. Whenever possible, notification of leave shall be submitted by the Association President in writing to the Administration one week before the leave is to take effect.

The Association President and the employee shall be informed of the arrangements made for the leave. The Principal shall be responsible for securing a substitute.

*ASSOCIATION LEAVE:*

- a) Five (5) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, negotiations when mutually agreed to or other Association business. The five (5) days shall be provided for the total staff and this provision shall not be interpreted to mean that five (5) days leave may apply to each Association officer or staff member.

- b) Requests for leave shall be submitted in writing by the Association President to the Superintendent two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.
- c) The Superintendent shall acknowledge receipt of the request to the Association President, the Principal and the employee taking such leave. The Principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association. Upon return from leave, the employee shall complete the proper leave form as provided by the District.

*OTHER LEAVES:*

- a) Leaves of absence of up to one (1) year with or without pay may be granted employees for the purposes of study, travel, recuperation, child care, working in a professionally related field, Association or Association related business.
- b) A leave of absence without pay for one (1) year entitles an employee to a normal salary increment. Upon return from leave, the employee shall be placed in the position last held or in a position for which they are qualified.
- c) Upon request by the employee, such leave may be renewed for up to one (1) additional year.

*WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)*

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees may initiate the use of this leave prior to exhausting all accumulated leave. If paid leave is used concurrently with PFML, it will be considered a Supplemental Benefit. The District shall maintain health insurance benefits during periods of approved PFML leave.

## SECTION 8. WORK YEAR

- a) The total employee contracted workdays for the school year shall be (180 school days). Three additional (3) non-student days will be mandatory. The non-student days will be compensated through an extended supplemental contract each employee's per diem rate of pay. Two (2) non-student days shall be scheduled during the week immediately before each school year, and one (1) day shall be scheduled during the week immediately after each school year at the mutual agreement of the District and the Association.
- b) District Directed State Funded Professional Learning Days: There shall be three (3) Professional Learning Days in addition to the days in a) above. These are mandatory days. In compliance with RCW 28A.150.415, one of these days will include recognition, initial screening, and response to emotional or behavioral distress in students, social-emotional learning and trauma-informed practices. These days will be indicated on the District Calendar. The three (3) Professional Learning Days shall be scheduled in the District academic calendar as six (6) half-days during the school year.
- c) There shall be no deviation from or change in the workdays except by mutual agreement of the Board and the Association, except in emergent situations.
- d) Employees shall be provided compensation for additional work completed outside their contracted workday/work year. Employees shall have a conversation with the administrator as to the nature of the additional work to be completed outside of contracted time. The additional work shall be supportive to students, families, and/or the Professional Learning Community. The proposal shall be documented in advance of the activity on the Optional Hours Form and signed by the administrator. Employees who incur such additional work time will have access to fifteen (15) hours for the 2023-24 school year of employee optional time, which can be claimed and submitted to the District on a time sheet, to be paid at each employee's per diem rate of pay.
  - 1. For the 2023-24 school year only, employees are offered an additional seven and one half (7.5) hours of optional time, not to exceed twenty-two and one half (22.5) hour total, for unique and impactful projects. Employees must meet with the administrator for preapproval of the additional 7.5 hours and document the time to be claimed on the Optional Hours Form.
  - 2. Beginning in the 2024-25 school year, Optional hours will be increased to twenty-two and one half (22.5) hours.

## *CALENDAR*

The Calendar shall be recommended by a committee consisting of school board members, employees, and administration for School Board approval.

### *INCLEMENT WEATHER/BUILDING CLOSURE:*

- a) When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work.
- b) When schools are closed early because of inclement weather, ice, snow or other emergencies, employees in the bargaining unit shall be permitted to leave immediately after students are dismissed.
- c) Employees shall suffer no loss in wages, benefits, or other contractual or statutory advantages as a result of such work rules. It is understood that school days missed will be made up.

## SECTION 9. STUDENT DISCIPLINE

- a) In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and State laws.
- b) The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District. The principal shall give a timely response within five (5) days to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board provided it is following the approved student and staff handbooks. In the exercise of authority by an employee to control and maintain order and discipline, the an employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and State laws or regulations.

- c) Before re-admittance to class after expulsion or suspension pursuant to statute, there shall be an agreement finalized between the student, parent or guardian, principal and the employee specifying the future behavior expectations of the student.
- d) The District shall provide an instruction session(s) for all employees concerning the District's student code. These seminars shall be held during one of the two non-student days prior to the school year. The District will consider input from the Association regarding the sessions' design and content.

#### SECTION 10. IN-SERVICE TRAINING

Expenses for in-service training shall be provided or reimbursed to the employee for each approved in-service session attended. Such reimbursement shall include transportation, room and board, meals, registration or fees and materials.

#### SECTION 11. TRAVEL

The School District van will be used whenever it is available. When not available teachers utilizing their private automobile to travel on authorized school business shall be compensated at the Washington State mileage rate for privately owned vehicles published by the Office of Financial Management in the State Administration and Accounting Manual.

#### SECTION 12. CLASSROOM VISITATION

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

- a) All visitors to a classroom are expected to obtain the approval of the principal. The principal will arrange a definite time for all scheduled visitations which meets the approval of the teacher. No teacher may indefinitely or unreasonably delay such a visitation. In emergent visitations, such approval may not be possible.
- b) For scheduled visitations, the teacher shall be afforded 24hr notice of the visitation and the opportunity upon request to confer with the classroom visitor before and/or after the visitation. For emergent visitations such conference will occur if possible.
- c) The District shall not be responsible for the cooperation or lack thereof of visitors.

## SECTION 13. ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

### *GENERAL PROVISIONS:*

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, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of lay-off and recall procedures require otherwise. Employees shall be notified in writing not later than May 30 of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments, and special assignments. Unanticipated staff vacancies may necessitate changes after the May 30 deadline.

### *VOLUNTARY TRANSFER:*

- a) In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:
- b) The employee shall complete a request form by February 15 which shall be kept on file by the District.
- c) Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been found by the Superintendent to be unqualified for the position.
- d) At least thirty (30) days prior to the beginning of the school year, the Superintendent or their designee shall notify, in writing and by personal conference, each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request. To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedure shall be used:
- e) All vacancies and new positions including summer schools, extra-curricular activities and positions for special programs which are funded through the District shall be publicized to the staff and Association through a written notice which

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

- f) Said notice of vacancy or new position shall clearly set forth the qualifications for the position and procedures for applying.
- g) All vacancies or new positions shall be filled on the basis of qualifications for the position.
- h) The District shall make all possible effort to fill vacancies and new positions with their present staff before out of District hiring takes place.

#### SECTION 14. LAY OFF AND RECALL

- a) The term “lay off” as used herein refers to action by the Board reducing the number of employees in the District due to lack of funds or reduction in the educational program. It does not refer to decisions to discharge or non-renew an individual employee for cause.
- b) Employees with valid contracts will not be laid off during any school year. All layoffs will be effectuated at the start of the following school year. In the event of lay-off, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which lay off would occur.
- c) In the event that the Board anticipates a layoff of employees, the board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District.
- d) The Board shall make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests, or pledges to the District. All such funds shall be placed in the general fund for operational expenditures if not earmarked for any specific program(s) of the District by the donor. Where anticipated revenues are categorical and depend upon actual expenditures rather than budgeted amounts, the Board shall maintain these programs only to the limit of the categorical support.
- e) During any lay-off action based on lack of sufficient funds, extra-curricular activities will be discontinued when such expenditure could be used to retain staff in the District. If the lack of sufficient funds is due to declining enrollment, then extra-curricular activities will not be discontinued.

### *SENIORITY*

- a) Lay off shall be by seniority only except as modified by the provisions of this Article as hereafter established. Seniority is defined as length of service within the District as of the employee's first working day; provided that any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district(s) in the State of Washington.
- b) In the event of more than one individual employee having the same seniority ranking, all employees so affected will be ranked in accordance with the total seniority as employees in the District from greatest to least.
- c) In the event of more than one individual employee having the same seniority ranking after applying the above provision, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

### *LAY-OFF PROCEDURE*

- a) In an effort to eliminate the necessity for lay-offs, the District shall ascertain before lay-off notices are issued the number of certificated positions which will be open for the following school year by reason of retirements and resignations.
- b) Before the implementation of the reduction in force procedure, the entire certificated staff shall be offered the opportunity to make written application for a year's leave of absence. Such leave of absence shall be granted and shall entitle said person to the same seniority rights at the beginning of the ensuing year as they would normally have under the District's leave policy. Should revenue not be available to re-employ said individuals the ensuing year, leave upon request shall be extended for an additional year.
- c) In the event it becomes necessary to lay off any employee, the following procedure will be implemented:



- d) The staff requirements and projected student enrollments for the District will be listed.
- e) Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that employees so selected must have either an academic major or minor in the subject areas to be taught or be able to demonstrate to the satisfaction of the superintendent capabilities of satisfactorily filling the vacated positions and where teaching assignments require special certification by state regulations, such assignments shall be filled with teachers currently holding such special certificates. Part-time employees will be credited with ½ year lay-off seniority for each year of part-time employment.
- f) The decision by the Superintendent regarding employees' "capabilities of satisfactorily filling" positions may be subjected to arbitration by an affected employee or employees. In which case arbitration procedures outlined in section titled "Grievance Procedure" of this Agreement shall be followed.
- g) Employees currently assigned in full-time positions shall be first assigned to all full-time teaching positions consistent with part-time positions but may choose to accept such a position on a voluntary basis.
- h) Employees currently assigned in part-time teaching positions shall be assigned to part-time positions only, consistent with their individual seniority provided no part-time employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.
- i) Any full-time employee who accepts a part-time position shall be re-employed for the ensuing school year at the same position and/or level, with no loss of rights, benefits, or seniority which would have normally accrued had they been employed full-time during the school year.
- j) The annual evaluation of employee shall bear the notation that the assignment upon which they are being evaluated is an emergency assignment outside of their major area.
- k) Employees who are laid-off will be informed of how to apply for unemployment compensation including being informed of where they should report to apply for such compensation.
- l) Employees on lay off shall be placed in a rehiring employment pool and ranked by seniority therein. A laid off employee shall remain in the employment pool for

two years or until they submit a written resignation or finds certificated employment elsewhere. No employee shall be hired from outside of the Glenwood School District unless all employees in the employment pool have been found unqualified for the position.

#### *RECALL PROCEDURE*

- a) Employees on layoff shall first be recalled by seniority, unless special certification requires otherwise. Employees will be considered recalled when they have received their individual contract.
- b) Employees who were previously assigned to full-time teaching positions shall have the option of accepting any part-time teaching position that may exist without jeopardizing their recall status for any full-time position.
- c) The board shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at their last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears in the board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee.
- d) Any employee so notified shall respond within seven (7) calendar days from receipt of said notice whether the employee accepts or rejects the position. Reporting date shall be arranged with the Superintendent. If an employee rejects a position for which they are certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the employee shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

#### *LAY-OFF BENEFITS*

- a) If allowed by the insurance carrier (SEBB), employees in the employment pool may remain in the District insurance programs by remitting the monthly premiums to the District.
- b) All positions of substitute employees in the Glenwood District shall be offered to employees in the employment pool, in rotating alphabetical order, before any other person is offered such position.
- c) All benefits to which an employee was entitled at the time of their lay-off, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the employee upon their return to active employment and the

employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

#### SECTION 15. CERTIFICATED EMPLOYEE'S DECISION TO LEAVE DISTRICT AFTER CONTRACT RENEWAL

A certificated employee who has signed their Letter of Intent to Teach with the District has until July 1 to seek employment outside the Glenwood School District. After July 1, at the discretion of the District, an employee may be released from their contract if a suitable replacement is available for hire.

### ARTICLE V: GRIEVANCE PROCESS

#### *GRIEVANCE PROCEDURE*

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

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

**Step 1.** The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one employee, it may be filed with the Superintendent, or a representative designated by the Superintendent. A grievance must be filed within fifteen (15) days of the occurrence of violation of the Agreement.

**Step 2.** If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or designee shall meet with the grievant on the grievance and shall indicate their disposition of the

grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

**Step 3.** If the grievance is not settled in Step 2 and the grievant wishes to appeal the grievance to Step 3, the grievant may appeal the Superintendent's disposition directly to the Board through the Superintendent. If the grievant does not submit a written appeal within ten (10) days, the grievance will be deemed waived. If the grievant appeals the grievance to the Board as provided, the Board shall, within ten (10) days, hold a hearing. If administrators or other staff members are involved, they shall be present to present the facts as they see them. The Board shall within ten (10) days of the grievance hearing present its decision with respect to the grievance.

**Step 4.** If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall initiate arbitration by giving the Superintendent written notice of its intent to arbitrate within five (5) school days of receipt of the written disposition of the Superintendent. The American Arbitration Association rules shall govern the arbitration proceedings, unless otherwise agreed to in writing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not previously disclosed in Steps 1 and 2. The decision of the arbitrator, when acting within their jurisdiction, shall be final and binding upon both parties.

#### *EXCLUSIONS FROM ARBITRATION*

Excluded from binding arbitration shall be:

The evaluator's decision regarding the substance of evaluation.

Assignment, Vacancies, Promotion and Transfer.

#### *ARBITRATION COSTS*

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

### *JURISDICTION OF THE ARBITRATOR*

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

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

### *TIME LIMITS*

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

### *GRIEVANCE AND ARBITRATION HEARINGS*

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

### *INDIVIDUAL COMPLAINTS*

In accordance with RCW 41.59.090 any employee may at any time present their grievance to the district and have their grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at the

adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

#### *CONTINUITY OF GRIEVANCE*

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

## ARTICLE VI: EVALUATION

### SECTION 1. PURPOSE

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

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

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

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

- “(1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or Outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

#### EVALUATOR QUALIFICATIONS:

All assigned evaluators shall have been trained in the evaluation processes they will be assigned to conduct that are contained in this Agreement and related appendices. By September 15 each year, or within fifteen (15) days of the beginning of the

school year, whichever is later, the District shall provide the Association with dates and content of the training that each Evaluator has completed.

Upon request, employees shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1<sup>st</sup>. As the Glenwood School District has only one administrator, and therefore only one evaluator, requests for alternative evaluators may require special accommodations on the evaluation schedule for the year.

## SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

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

### **Classroom Teacher Evaluation Process:**

This employee group specifically includes those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include Education Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement. The evaluation process for Classroom Teachers is delineated in Section 3. Refer to the Transition Plan in the Memorandum of Agreement (attached) for applicability.

### **Non-Classroom Teacher Evaluation Process:**

Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of “classroom teacher”. The evaluation process for Non-Classroom Teachers is delineated in Section 4.

## SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on



special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District shall provide the Association with evidence of the content and successful completion of this training by any individual serving as an evaluator upon request. This evidence will include documentation of the demonstrated competence of each evaluator.

### *PROFESSIONAL DEVELOPMENT*

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. A minimum of twelve (12) hours of professional development shall be provided during scheduled workdays to each classroom teacher employee annually for this purpose. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement. Each employee by September 15<sup>th</sup>, or within fifteen (15) days of employment, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.

### *DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING*

#### *1. Definitions:*

- a. Criteria shall mean one of the eight (8) state defined categories to be scored.*
- b. Component shall mean the sub-section of each criteria.*
- c. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.*

- d. Artifacts shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- e. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.
- f. Not Satisfactory shall mean:  
**Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.  
**Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- g. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, *as determined by the teacher* and evaluator. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

2. *State Evaluation Criteria:*

- a. Centering instruction on high expectations for student achievement,
- b. Demonstrating effective teaching practices,
- c. Recognizing individual student learning needs and developing strategies to address those needs,
- d. Providing clear and intentional focus on subject matter content and curriculum,
- e. Fostering and managing a safe, positive learning environment,

- f. Using multiple data elements to modify instruction and improve student learning,
- g. Communicating and collaborating with parents and the school community, and
- h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

3. *Instructional Framework:*

The parties have agreed to adopt evidence-based instructional framework developed by Charlotte Danielson. The instructional framework is included in Appendix B.

If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.

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

4. *Criterion Performance Scoring:*

Criterion Scores shall be determined as dictated by the agreed-upon forms attached in Appendix A.

5. *Summative Performance Rating:*

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

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

6. *Student Growth Criterion Score:*

- a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG

8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

1: 5-12—Low

2: 13-17—Average

3: 18-20—High

- b. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers.
- c. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
  - i. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
  - ii. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
  - iii. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
  - iv. Create and implement a professional development plan to address student growth areas.

## PROCEDURAL COMPONENTS OF EVALUATION

1. Notification:

*The teacher will be notified no later than the first Professional Development ½ day of the year (which shall be reserved for planning TPEP evaluations for the year) of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.*

2. Teacher Self-Assessment – Optional and at the discretion of the teacher:

- a. Prior to the Pre-Observation Conference, the member must complete a Self-Assessment form (Appendix B).
- b. No teacher will be required to complete or share the Self-Assessment form with his/her evaluator.

3. Student Growth Goal Setting:

By the end of the first Professional Development ½ Day, the teacher shall determine a student growth goal for Components SG 3.1, SG 6.1 and SG 8.1 on a Goal Setting form. The goal for SG 6.1 and SG 8.1 may be the same goal (Appendix C).

4. Artifacts and Evidence:

- a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.
- c. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.

5. Record-Keeping:

The District shall adhere to the following:

- a. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.

- b. Teachers shall have access to their eVAL account in subsequent years.

If teachers choose to use eVAL for their official evaluation (and share the data with the evaluator), the following shall apply:

- a. Evaluators shall notify the teacher of any additional evidence submitted to eVAL withing forty-eight (48) hours.
- b. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- c. Teachers shall not be required to use the eVAL tool; an acceptable alternative will be made available.
- d. Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure.

6. Electronic Monitoring:

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class. (without the prior knowledge and consent of the teacher.)

7. Alternative Evaluator:

State law allows teachers to request an alternative evaluator. Requests must be submitted in writing by October 1<sup>st</sup>. The District has only one evaluator, so requests for alternative evaluators may affect the timing and schedule.

## *COMPREHENSIVE EVALUATION PROCESS*

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

1. 1<sup>st</sup> Pre-Observation Conference:

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

2. 1<sup>st</sup> Formal Observation:

- a. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any formal observation shall not be less than 30 minutes in length.
- b. The observations will occur no later than five (5) days after the pre-observation meeting.
- c. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
- d. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
- e. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric. Especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.

3. 1<sup>st</sup> Post-Observation Conference:

- a. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
- b. The purpose of the post-observation conference is to review the evaluator and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.

- c. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific servable solutions with specific district support and resources to remedy the concern.
  - d. The teacher may attach written comments to the observation report.
4. 2<sup>nd</sup> Pre-Observation Conference:  
 The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
5. 2<sup>nd</sup> Formal Observation:
- a. The second of two (2) formal prearranged observations will occur no sooner than six (6) weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than five (5) days after the pre-observation meeting.
  - b. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
  - c. The evaluator will document all formal observations using the negotiated and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
  - d. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instruction framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date.
  - e. The final formal observation shall occur prior to May 1<sup>st</sup>.



6. 2<sup>nd</sup> Post-Observation Conference:

- a. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
- b. The purpose of the post-observation conference is to review the evaluator and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.
- c. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
- d. The teacher may attach written comments to the observation report.
- e. The teacher may request additional formal observations.

7. Informal Observations:

Informal Observations may be conducted or used in the evaluation process provided that a conference of some sort is held with the teacher prior to entering any evidence into the teacher's evaluation file. The teacher shall have the same right to review and submit additional information to support or refute the content of the observation.

8. Final Summative Evaluation Conference:

- a. No later than May 10<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The teacher has the right to provide additional evidence for each criterion to be scored.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence.
- e. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored they shall be granted any of the following:
  - i. An additional formal observation by June 1<sup>st</sup>.
  - ii. An alternative evaluator scoring of evidence who is mutually agreed upon by the teacher and the Association;
  - iii. Assignment of a new evaluator for the ensuing school year.
- f. Nothing prohibits an evaluator from evaluating all teachers as Distinguished – 4 within a school year.
- g. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its

contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

### ***FOCUSED EVALUATION***

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

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur November 1 each year.

1. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
3. Observations and conferences for the focused evaluation shall follow the process set forth in Section 3.3, Procedural Components of Evaluation and Section 3.4, Comprehensive Evaluation Process, above.
4. The score received on the selected criterion is the score assigned as the final summative score.
5. A group of teachers may focus on the same evaluation criterion and share professional growth activities. The collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

### ***SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE***

1. *The Association will be notified when any teacher is judged below Proficient - 3, within five (5) school days.*
2. *When a teacher is judged below Proficient, the following conditions and provisions may be granted, at the employee's and evaluator's mutual discretion, to the employee to support their professional development:*
  - a. The teacher's class size will not exceed the limits established in this Agreement;

- b. The teacher shall be granted up to four (4) days of district funded release time to observe colleagues' instruction;
  - c. The teacher shall be granted an additional/different certificated employee evaluator;
  - d. The teacher will be assigned only one (1) work location, i.e., one classroom;
  - e. A mentor will be assigned;
  - f. The teacher may choose to transfer to a different school;
  - g. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District of ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
  - h. Any of these support activities shall be compensated at the employees per diem rate of pay for any time that occurs outside the normal workday/year.
3. *In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1<sup>st</sup> Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.*

#### **PROVISIONAL EMPLOYEES**

- 1. *A second-year Provisional teacher who receives a summative rating of 3-Proficient or 4-Distinguished may be granted continuing contract status for the subsequent school year.*
- 2. *Before non-renewing a first (or applicable second or third) year provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:*

- a. An evaluation conducted in accordance with each provision of Section 3:
  - a. Classroom Teacher Evaluation Process,
  - b. Written notice to the Association and teacher within ten (10) days of receipt of the final written evaluation.
  - c. A specific and reasonable program designed to assist the teacher in making satisfactory progress in improving his/her performance, including a plan with benchmarks defining desired performance and indicating It has been achieved.
  - d. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
  - e. Periodic reports to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.

### *PROBATION*

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

1. *A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory (1). A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.*
2. *Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 3.3.B 1-12 above.*
3. *Teachers on continuing contracts who have been assigned to teach outside of their endorsement shall not be subject to nonrenewal or probation based on evaluation of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.*
4. *In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:*

- a. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and
  - b. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
5. *If the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is Unsatisfactory-1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:*
- a. Specific areas of performance deficiencies identified from the instructional framework;
  - b. A suggested specific and reasonable plan for improvement;
  - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
6. *A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal workday /year.*
7. *Evaluation During the Probationary Period*
- a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  - b. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - c. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
  - d. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.

- e. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
- 8. *A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher may be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.*
- 9. *Lack of necessary improvement during the established probationary period, as specifically document in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.*

#### *10. Evaluator's Post-Probation Report*

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

- a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

#### *11. Action by the Superintendent:*

Following a review of the report pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

- 12. *A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.*

### *NON-RENEWAL (DISCHARGE)*

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever comes first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

### *PROBABLE CAUSE*

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

### *EVALUATION RESULTS*

#### *1. Evaluation results shall be used:*

- a. To acknowledge, recognize, and encourage excellence in professional performance<sup>3</sup>.
- b. To document the level of performance by a teacher of his/her assigned duties.
- c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- d. To document performance by a teacher judged unsatisfactory based on the District Evaluation criteria.

#### *2. Evaluation results shall not be:*

- a. Shared or published with any teacher identifying information.
- b. Shared or published without notification to the individual and Association.
- c. Used to determine any type of base or additional compensation.
- d. Used as a form of progressive discipline.



#### ARTICLE VII: DURATION

The term of this Agreement shall be from September 1, 2023, through August 31, 2025. Either party may open negotiations of two items each year. Negotiations must be in writing and must be initiated by March 1 of any year. To open more than two items, there must be mutual written agreement by both parties.

## APPENDIX A-1 2023-2024 SALARY SCHEDULE

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 or Ph.D.
0	\$52,959	\$54,214	\$58,083	\$59,464	\$63,894	\$65,168	\$69,598	\$72,454
1	\$56,040	\$57,388	\$58,783	\$60,223	\$64,699	\$65,824	\$70,302	\$73,137
2	\$56,671	\$58,032	\$59,442	\$60,993	\$65,458	\$66,485	\$70,948	\$73,817
3	\$57,322	\$58,695	\$60,120	\$61,723	\$66,178	\$67,112	\$71,563	\$74,501
4	\$57,959	\$59,394	\$60,828	\$62,485	\$66,966	\$67,768	\$72,248	\$75,209
5	\$58,619	\$60,060	\$61,507	\$63,257	\$67,722	\$68,436	\$72,901	\$75,918
6	\$59,296	\$60,704	\$62,202	\$64,040	\$68,482	\$69,119	\$73,563	\$76,594
7	\$60,487	\$61,916	\$63,434	\$65,370	\$69,879	\$70,399	\$74,907	\$78,025
8	\$62,228	\$63,737	\$65,292	\$67,386	\$71,957	\$72,415	\$76,985	\$80,216
9		\$65,622	\$67,253	\$69,426	\$74,102	\$74,451	\$79,130	\$82,472
10			\$69,238	\$71,568	\$76,307	\$76,596	\$81,336	\$84,787
11				\$73,773	\$78,616	\$78,801	\$83,645	\$87,164
12				\$75,908	\$80,986	\$81,094	\$86,014	\$89,642
13					\$83,413	\$83,467	\$88,442	\$92,177
14					\$85,855	\$85,908	\$91,043	\$94,811
15					\$87,928	\$87,983	\$93,249	\$97,114
16+					\$89,564	\$89,618	\$94,991	\$98,935

## **APPENDIX A-2 2024-2025 SALARY SCHEDULE**

Increase the 2023-24 Salary Schedule by COLA/IPD Percentage determined by the  
2024 Washington State Legislature PLUS one-half percent (.5%)

## APPENDIX B - DANIELSON FRAMEWORK FOR TEACHING (2022) RUBRICS BY WASHINGTON STATE CRITERIA

### *Danielson Framework for Teaching (2022) Rubrics by Washington State*

Criterion 1: Centering instruction on high expectations for student achievement.			
2b: Fostering a Culture for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The culture of the class is not conducive to learning and does not support development.	The culture of the class is partially conducive to learning and development.	The culture of the class is characterized by high expectations and supports students' learning and development.	Students play an active role in establishing a culture that consistently fosters dialogue, reflection, and growth, allowing all students to experience success.
3a: Communicating about Purpose and Content			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Communication about purpose and content is unclear or confusing and hinders student learning.	Communication about purpose and content is mostly clear and accurate; it partially supports learning.	Communication about purpose and content is accurate and clear to students; it supports their active engagement in learning experiences and models effective use of language.	Communication about purpose and content is rich, nuanced, and relevant to students inviting them to think critically and contribute intellectually; it encourages curiosity and supports student autonomy.
3c: Engaging Students in Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Learning experiences do not require active intellectual engagement by students.	Learning experiences partially engage students intellectually; the activities require students to do some thinking.	Learning experiences support curiosity and exploration and encourage higher order thinking; students engage in multiple ways and represent their ideas and responses through multiple means.	Students take initiative to increase the challenge or complexity of learning experiences; they think critically about a variety of issues and offer solutions; they make suggestions for modifications that increase meaning and relevance.



Washington Office of Superintendent of  
**PUBLIC INSTRUCTION**

Criterion 2: Demonstrating effective teaching practices.			
3b: Using Questioning and Discussion Techniques			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Questioning and discussion are absent, low level, or do not support learning and development.	Questioning and discussion, primarily framed and led by the teacher, are used to support student learning and development.	Questioning and discussion, framed or led by the teacher and students, effectively support critical thinking, reasoning, and reflection.	Students intentionally use questioning and discussion to develop their own and others thinking, reasoning skills, and habits of reflection.
4a: Engaging in Reflective Practice			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not appear to engage in reflective practice or misjudges the success of the instruction.	The teacher's reflective practice leads to some accurate assessment of student success of instruction but does not follow through with analysis and changes to practice.	The teacher's reflective practice, based on consideration of evidence of student learning and development, leads to an accurate assessment of the success of instruction and results in specific changes and adjustments.	The teacher consistently engages in reflective practice based on multiple sources of evidence that results in the exploration of new ideas and approaches focused on supporting students who need it most.

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
1b: Knowing and Valuing Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher lacks sufficient knowledge of students to support student learning or development.	The teacher's knowledge of students' identities, as well as their strengths and needs, partially supports learning and development.	The teacher's knowledge of students supports learning and development and enables the teacher to build upon student assets.	The teacher's knowledge of students is extensive and fosters student learning and development to support academic and personal success.
3e: Responding Flexibly to Student Needs			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher makes no adjustments to learning experiences, even when warranted, and is not responsive to student needs.	The teacher makes some adjustments to learning experiences and is responsive to student needs with partial success.	The teacher's adjustments and responsiveness lead to deeper understanding for students and/or new learning experiences.	Based on self-monitoring and reflection, students voice their needs, ask questions, and make suggestions that lead to adjustments and modifications or spark new learning opportunities.
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential.</p> <p>OR</p> <p>The teacher does not explain how the <b>knowledge of individual students</b> informed the goal.</p> <p>The goal does not address an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal does not require students' <b>cognitive or emotional engagement</b>.</p>	<p>The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of students</b> informed the goal for the students as a group, but not as individuals.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher communicates the goal to students' families.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher seeks and considers, when provided, input from students' families in developing the goal.</p>	<p>The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.</p> <p>The teacher explains how the <b>knowledge of individual students</b> informed the goal in specific ways.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level.</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher seeks and considers, when provided, input from students' families in developing the goal.</p>

The teacher does not communicate with students' families about the goal.			The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.
<b>Student Growth 3.2: Achievement of Student Growth Goal(s)</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments.</p> <p>There is no evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress.</p> <p>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is limited evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on student learning progress overall, but not for specific students. The reflection may not establish how the learning activities and instructional decisions impacted student progress.</p> <p>The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on the learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress.</p> <p>The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress.</p> <p>The teacher uses information from student progress and students' experience of learning to:</p> <ul style="list-style-type: none"> <li>• Guide their next steps for instruction, and</li> <li>• Effect changes in instructional practice or professional learning beyond their own classroom or context.</li> </ul>



Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1a: Applying Knowledge of Content and Pedagogy			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher lacks sufficient knowledge of content and pedagogy to support student learning of the content.	The teacher's understanding of content and pedagogy partially supports student learning of the content.	The teacher's understanding of content and pedagogy supports student learning of the content.	The teacher's understanding of content and pedagogy fosters deeper learning, student agency, and intellectual dispositions such as curiosity, reasoning, and reflection.
1c: Setting Instructional Outcomes			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Instructional outcomes are not identified, are not rigorous, or are inappropriate.	Instructional outcomes are moderately rigorous and are appropriate for most students in the class.	Instructional outcomes are rigorous and appropriate for students.	Instructional outcomes represent high-level learning of important content and support student autonomy, curiosity and intellectual risk-taking.
1d: Using Resources Effectively			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher is not aware of, or does not appropriately or effectively use, instructional materials and other resources to support student learning and development.	The teacher understands and uses instructional materials and other resources to support student learning and development, but these resources represent only a narrow band of what is available.	The teacher's knowledge of instructional materials and other resources leads to discerning choices to support student learning and development.	The teacher makes deliberate decisions in the use of instructional materials and other resources to meet individual student needs and support student autonomy and intellectual engagement.
1e: Planning Coherent Instruction			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The design of learning experiences does not support student engagement with important content.	Learning experiences are somewhat coherent in structure, within and across lessons, partially supporting students to meet the intended outcomes.	Learning experiences are challenging and engaging; they are designed to meet the needs of students in the class.	Learning experiences prioritize the needs of individual students, ensure all students can meet the intended outcomes, and support student assumption of responsibility for learning.



Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: Cultivating Respectful and Affirming Environments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Students do not feel safe and valued: learning environments are characterized by negativity, disrespect, inappropriateness, insensitivity, and/or unresolved conflict.	Learning environments are partially characterized by caring and respectful interactions.	Learning environments are characterized by positive developmental relationships that are intentionally nurtured and celebrated.	Students play an active role in creating learning environments characterized by a sense of community, or each member feels safe, valued, and connected.
2c: Maintaining Purposeful Environments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Student learning and development are hindered by a lack of routines or inefficient classroom procedures.	Classroom routines and procedures established or managed primarily by the teacher and taught explicitly to students, support opportunities for learning and development.	Shared routines and efficient procedures are largely student directed and maximize opportunities for student learning and development.	Students have an active voice and play an active role in designing and adjusting routines and procedures that actively create a respectful learning environment and support the growth of each community member.
2d: Supporting Positive Student Behavior			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is little evidence of explicit modeling, instruction, or guidance related to positive student behaviors.	Positive behaviors are modeled by the teacher and occasionally taught explicitly.	Students display positive behaviors, which are modeled by the teacher and reinforced to promote reflection and recalibration rather than compliance.	Students consistently and independently display positive behaviors and seek opportunities to build a better classroom community.
2e: Organizing Spaces for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Learning spaces are unsafe, inaccessible, and/or not conducive to learning and development.	Learning spaces are safe and accessible; the arrangement and use of resources partially support student learning and development.	Learning spaces are thoughtfully designed to address the needs of individual learners within the context of shared experiences.	Learning spaces are thoughtfully co-designed and modified as needed by members of the learning community to address the needs of individuals and create collaborative, joyful spaces for all to learn and grow.

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
1f: Designing and Analyzing Assessments			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is no plan for assessment, or the assessments will not provide evidence that students have learned the intended outcomes.	Assessments will partially help the teacher know that students have learned or are learning the intended outcomes.	Assessments are planned throughout the instructional process and provide timely and valuable information to teachers and students.	Students will have the opportunity to demonstrate mastery of content and analyze their own progress through multiple, flexible assessments.
3d: Using Assessment for Learning			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Formative assessment is not used during instruction or is not aligned to the instructional purpose of the lesson.	Formative assessment partially supports student learning and development.	The teacher and students use formative assessments to illicit evidence of understanding, analyze progress, and provide constructive feedback.	Students take initiative to analyze their own progress against a clear standard in order to achieve the outcome and identify new opportunities and challenges.
4b: Documenting Student Progress			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
There is no system for documenting student progress or the system is ineffective at communicating progress to students and families.	The teacher documents some aspects of student progress, in a manner that is accessible to students and families.	The teacher documents student progress towards mastery, focusing on the attainment of learning and developmental goals; students have access to and engage in reflection on their progress.	Students monitor progress towards mastery in their own attainment of learning and development goals; they regularly analyze and discuss their progress with the teacher and their families.
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not develop a student growth goal. OR The teacher does not explain how the <b>knowledge of students</b> informed the goal. The goal does not address an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses a single data element to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.	The teacher develops a student growth goal for students in one grade level or class. The teacher uses multiple data elements to explain how the <b>knowledge of students</b> informed the goal. The goal addresses an <b>essential standard</b> for the teacher's content and grade level.

The goal does not require students' <b>cognitive or emotional engagement</b> .	The goal requires students' <b>cognitive and emotional engagement</b> .	The goal requires students' <b>cognitive and emotional engagement</b> .	The goal requires students' <b>cognitive and emotional engagement</b> . The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning.
<b>Student Growth 6.2: Achievement of Student Growth Goal(s)</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
<p>The teacher provides evidence of student progress on the stated learning goal from only summative assessments.</p> <p>There is no evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher does not provide evidence of taking responsibility for student learning progress.</p> <p>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress.</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is limited evidence of <b>student engagement in assessment</b> of their own progress.</p> <p>There is limited or no evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on student learning progress generally. The reflection may be missing an analysis of why students did or did not make progress, and/or next steps for groups of students or individuals.</p> <p>The teacher's identified next steps for instruction are uninformed by student</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on the learning progress for three groups of students: Students who</p> <ul style="list-style-type: none"> <li>• exceeded the learning goal</li> <li>• met or nearly met the learning goal</li> <li>• did not yet meet the learning goal</li> </ul> <p>The reflection includes analysis of why students did or did not make progress, and next steps for each group.</p> <p>The teacher uses information from student progress and students'</p>	<p>The teacher provides evidence of student progress on the stated learning goal, which includes both <b>formative and summative assessments</b>.</p> <p>There is evidence of <b>student engagement in assessment</b> and student monitoring of their own progress.</p> <p>There is evidence of opportunities for students to share <b>feedback on how they experienced the learning</b>.</p> <p>The teacher reflects with supervisor on the learning progress for three groups of students: Students who</p> <ul style="list-style-type: none"> <li>• exceeded the learning goal</li> <li>• met or nearly met the learning goal</li> <li>• did not yet meet the learning goal</li> </ul> <p>The teacher uses information from student progress and students' experience of learning to:</p> <ul style="list-style-type: none"> <li>• Guide their next steps for instruction, and</li> <li>• Effect changes in instructional practice or</li> </ul>

	progress and students' experience of learning.	experience of learning to guide their next steps for instruction.	professional learning beyond their own classroom or context.
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Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Engaging Families and Communities			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not engage students' families or the community, engages them infrequently, or does so disrespectfully.	The teacher makes some efforts to engage families and communities and does so in a respectful manner.	The teacher engages students' families and communities in a respectful and culturally responsive manner, making information readily available and inviting participation in the intellectual life of the classroom.	The teacher's frequent and ongoing engagement of families and communities demonstrates a clear value for the role they play in student learning and is focused on forging Partnerships that further the academic and personal success of each and every student.



Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
4d: Contributing to School and Community Culture			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher is not an active member of the school community or contributes negatively to the culture of learning and values of the school.	The teacher makes some contributions to the school culture, supporting professional learning and upholding the values of the school.	The teacher takes initiative in contributing to and leading events, programs, or activities that further the culture of learning in the school and brings the values of the school to life through modeling and positive action.	The teacher takes a leadership role in defining, modeling, and holding self and peers accountable to the values and intellectual life of the school, leading with an emphasis on meeting the needs of students and families.
4e: Growing and Developing Professionally			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not engage in professional inquiry or learning focused on developing knowledge, skills, and mindsets, or does so reluctantly.	The teacher engages in professional inquiry and learning focused on developing knowledge, skills, and mindsets individually and with colleagues that is typically arranged or directed by others.	The teacher directs their own professional inquiry in learning in collaboration with colleagues and demonstrates curiosity and energy for professional conversations and growth focused on developing knowledge, skills, and mindsets.	The teacher appropriately exercises autonomy to direct professional learning for themselves and their peers, taking a leadership role in the school, setting direction, and supporting colleagues to engage in inquiry and innovation.
4f: Acting in Service of Students			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher acts unethically and does not understand the needs of students or make decisions in their best interest.	The teacher acts ethically and attempts to make deliberate decisions in the best interest of students, families, and colleagues.	The teacher models high standards of ethical practice and wise decision-making on behalf of students, families, and colleagues.	The teacher is a leader in the school defining and upholding high standards of ethical practice and modeling wise decision making that honors the inherent worth and dignity of each and every student and prioritizes their needs.
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The teacher does not collaboratively develop the student growth goal. OR	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.	The teacher collaborates with other grade, school, or district team members to develop the student growth goal.

<p>Collaboration does not yield a goal that:</p> <ul style="list-style-type: none"> <li>• Is informed by <b>knowledge of students</b></li> <li>• Addresses an <b>essential standard</b> for the teacher's content and grade level</li> <li>• Require <b>cognitive or emotional engagement</b></li> </ul> <p>The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment.</p>	<p>The team uses a single data element to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p>	<p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p>	<p>The team uses multiple data elements to explain how <b>knowledge of students</b> informed the goal.</p> <p>The goal addresses an <b>essential standard</b> for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)</p> <p>The goal requires students' <b>cognitive and emotional engagement</b>.</p> <p>The teacher follows through with team decisions regarding instruction and assessment.</p> <p>The teacher helps develop other team members' capacity to be effective.</p>
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## RATIFICATION

Between

Glenwood School District 401

and

Glenwood Education Association

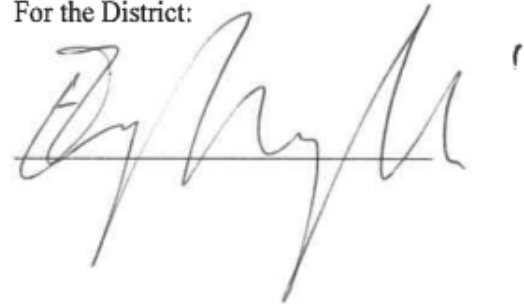
All terms and conditions of the contract between the two parties stated above is effective from September 1, 2023 through August 31, 2025.

Dated this 23 day of 10 2023

For the Association:

A handwritten signature in cursive script, appearing to read "Heidi Ellis", written over a horizontal line.

For the District:

A handwritten signature in cursive script, written over a horizontal line. The signature is stylized and difficult to decipher.