

TEA CONTRACT 2023-2025

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INTRODUCTION *revised 96*

This document is an Agreement between the parties. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in compliance with the provisions of the Act.

The purpose of the TEA/Administration team, whose role shall be ongoing, is:

1. To represent individual and mutual educational concerns.
2. To provide the best educational program for Toppenish School District students.
3. To work collaboratively within the atmosphere of mutual TRUST and RESPECT.
4. To work together to solve problems and address issues.
5. To work within the guidelines of the Collective Bargaining Contract.
6. To increase student achievement is our top priority.

ARTICLE I - ADMINISTRATION

SECTION 1. DEFINITIONS *revised 19*

- A. ***District/Board*** shall mean the Toppenish School District No. 202, county of Yakima, State of Washington.
- B. ***Association*** shall mean the Toppenish Education Association, affiliated with the National Education Association and with the Washington Education Association.
- C. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- D. ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- E. ***Employee*** shall mean a member of the bargaining unit.
- F. ***Contract*** shall mean the individual contract issued to each employee.
- G. ***Day*** shall mean school day, except during summer when it shall mean District office workday.
- H. ***Superintendent*** shall mean the chief administrator of the District.
- I. ***Co-Presidents*** shall mean the presiding officers of the Association.
- J. ***Act*** shall mean RCW 41.59, the Educational Employment Relations Act.
- K. ***SPI*** shall mean the Office of the State Superintendent of Public Instruction.
- L. ***PERC*** shall mean the Public Employment Relations Commission.
- M. ***Association Representative*** shall mean any elected representative or officer of TEA.
- N. ***Qualified employees*** shall mean an employee who meets the certification standards as established by the State of Washington and the United States Department of Education.

SECTION 2. RECOGNITION *revised 95*

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time or part-time certificated personnel whether under contract, on leave, or leave replacement employees and employed by the Board. Such representation shall exclude the Superintendent, the assistant Superintendent, the principals, the assistant principals, and the directors of equity programs and special education.

- A. Replacement employee shall mean an employee who replaces a full-time or part-time employee who has been granted a leave as provided in RCW 28A.405.900. Replacement employees shall be issued a non-continuing individual contract for the term of the leave. Replacement employees shall be entitled to all coverage of all the terms and conditions of this Agreement, except Article V, Layoff and Recall.
- B. Evaluation. If the leave replacement employee requests an evaluation, the principal shall evaluate the employee as per Article IV. However, the principal shall observe the leave replacement employee once prior to the evaluation. The evaluation summary shall consist of written statement on the appropriate form. This evaluation shall not be subject to the grievance process. The leave replacement employee shall not be placed on probation.

SECTION 3. STATUS OF THE AGREEMENT *revised 96*

- A. Any contract between the District and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If a contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- B. This Agreement shall become effective when ratified by the Parties and executed by the authorized representatives thereof.
- C. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

SECTION 4. COMPLIANCE TO LAW

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provisions of this Agreement, or application of this Agreement to any employee or groups of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have the effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. If any provision of this Agreement is so held to be contrary to law, the parties may, by mutual consent, re-negotiate said provision as soon thereafter as is reasonably possible.

SECTION 5. PRINTING/DISTRIBUTION *revised 16*

- A. The final draft Agreement will be read and reviewed by both chief negotiators prior to distribution.
- B. An electronic copy will be provided by the association to the District for placement on the Toppenish School District website within thirty (30) days following the ratification and signing of this Agreement by the parties. All employees new to the District shall be provided a printed copy of the Agreement by the Association upon issuance of their contract.
- C. The cost of printing shall be shared equally by the Parties. Copies in addition to the above shall be ordered and paid for by either party as needed. The format and quality of printing shall be determined by mutual consent.

ARTICLE II - BUSINESS

SECTION 1. MANAGEMENT RIGHTS *revised 95*

It is understood and agreed that with the exception of the expressed provisions of the Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law or rules and regulations of federal, state, county and all other regulatory agencies.

SECTION 2. ASSOCIATION RIGHTS *revised 19*

- A. The Association may use District buildings, and office and audio-visual technology equipment, for meetings and to transact Association business. Such use shall be in compliance with the Facility Use Form.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with nor interrupt normal school operations.
- C. District Board agendas and minutes are available to the Association on the District website.
- D. The District, upon written request from the Association, shall furnish without cost a copy of any public document or report requested.
- E. The status of new employees shall be reported in writing to the Co-Presidents and Treasurer within 30 days after reporting to work.
- F. The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, so long as such communications are labeled as Association material.
- G. The Association may use the District mail service and employee mailboxes for communications to employees.
- H. The Association may use the District email service for communications to employees. Such mass-mailing communications must clearly reflect that the information is from the Association and a copy of all such information shall be forwarded to the Assistant Superintendent at the same time is it sent to Association members. Email mass-mailings to all members will be restricted to the following five (5) Association members: Co-Presidents, Secretary, Treasurer and Bargaining Chairperson. Building representatives may use the District email service to send mass-mailings to all members within their specific building, including the Assistant Superintendent, building principal, and Association Co-Presidents.
- I. At the annual staff orientation day, the Association will be given an opportunity to address the employees.

SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES *revised 19*

- A. **Association Dues** - Reference RCW 41.59.060. On or before August 25 of each school year, the Association shall give written notice to the Board of the dollar amount of dues and assessments of the Association which dues and assessments are to be deducted in the coming school year under all payroll deduction. The total for these deductions shall not be subject to change during the school year.

The Association shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the Business Office within 60 days from the start of school, or within 60 days of an employee's beginning date of employment.

SECTION 4. ASSOCIATION LEAVE *revised 19*

Up to forty (40) days leave per school year shall be provided for Association business. This applies to members of the Association and its constituent organizations who are delegates or participants in the Association meetings or conferences.

Whenever possible requests for leave shall be submitted by the Co-Presidents in writing to the Superintendent four (4) days before the leave is to take effect. The purpose of the leave shall be clearly stated. In the event that the availability of substitutes might limit the number of Association members seeking leave for any one event, the Superintendent designee and the Co-Presidents will meet as soon as possible to discuss any possible accommodating resolutions to such availability shortages.

The principal or immediate supervisor shall be responsible for securing a substitute where necessary and the cost of the substitute shall be borne by the District.

SECTION 5. ASSOCIATION/DISTRICT MEETINGS

Labor/management meetings shall normally be held within five (5) days of the receipt of a written request by either party. These meetings shall not replace the grievance procedure nor the collective bargaining process.

ARTICLE III - PERSONNEL

SECTION 1. EMPLOYEE RIGHTS *revised 23*

- A. There shall be no discrimination against any employee or applicant for employment **on the basis** of race, color, **religion, sex**, marital status, gender **identity**, sexual orientation, age, national origin, **or ancestry** the presence of any sensory, mental or physical **disability, honorably discharged veteran or military status, except** as required in accordance with this Agreement or as otherwise provided by law, or because of their membership in employee organizations. The District will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in activities of the Association or collective bargaining with the Board; of his/her initiation of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of employment. The Association and the District will cooperate to assure compliance with District policies and non- discrimination laws.
- B. The provisions of this Agreement shall be applied without regard to domicile, race, religion, color, national origin, **or ancestry, sex**, age, gender **identity**, sexual orientation, marital status or the presence of any sensory, mental or physical **disability, honorably discharged veteran or military status** except as required in accordance with this Agreement or as provided by law.

SECTION 2. EMPLOYEE RESPONSIBILITIES *revised 16*

- A. The employee shall care for instructional materials and equipment and shall immediately report (upon awareness) damage, loss, theft of equipment (including keys and technology), furniture or fixtures to their supervisor.
- B. The employee shall dress in a professional and appropriate manner.

SECTION 3. EMPLOYMENT PRACTICES *revised 16*

- A. The Board shall in all instances hire employees who are properly qualified and/or credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the SPI. Certificated employees in an instructional setting shall not be transferred and replaced with a non-certificated employee. All employees shall be placed on the annual salary schedule in accordance with the provisions for salary schedule placement as contained in this Agreement.
- B. There shall be a supplementary employee contract for specified extracurricular and special assignments which shall not exceed one year and shall be in accordance with statutory provisions. The District shall advise employees in writing no later than May 15 if the employee's supplementary contract is not renewed for the coming year. Such non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee.
- C. An employee under contract shall be released from the obligations of the contract upon request under either of the following conditions:
 - 1. A letter of resignation must be submitted to the Superintendent or designee's office.
 - a. A release from contract will be granted if employee submits a letter of resignation on or before 30 calendar days from the last instructional day of school. After this date, a release may be granted provided a satisfactory replacement can be obtained.
 - 2. The District may release the employee from contract at the District's discretion.

SECTION 4. DUE PROCESS *revised 23*

- A. No employee shall be disciplined without just and sufficient cause. (*See Appendix G.*) Such discipline shall be in private; however, an employee has the right to have a representative from the Association and/or counsel present when formally being reprimanded, warned, disciplined or adversely affected. The employee must choose to be represented by either the Association or his own counsel: whichever the employee chooses will be the exclusive representative for the employee in that disciplinary action. The representative not chosen may remain to observe the proceeding but not advocate for the employee. (see E below) In addition, the District agrees to follow, when appropriate, a policy of progressive discipline which may begin with a verbal **reprimand**, progress to a written reprimand, then suspension, and--when required by the circumstances--may include discharge or non-renewal.

Non-disciplinary

Consultation--discussing the problem with the member, and/or

Directive – directing the member to follow the expectation (s)

Disciplinary Steps

Step I Verbal Reprimand, memorialized in writing to reside in the members building working file

Step II Written Reprimand, memorialized in writing to be housed in the member's personnel file

Step III Suspension

Step IV Discharge or non-renewal, when required by circumstances

- B. This provision shall specifically extend to all extended day and extended year employee contracts.
- C. When an employee is to be formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for any potential discipline, the employee shall be advised in writing at least twenty-four (24) hours in advance of any meeting. Said notice shall include a specific statement regarding the nature of the allegation or complaint being made (including who, what, when, and where if known), and that the employee is entitled to request and to have a representative of the Association or legal representative present at any meeting relating to such discipline. All information **that could lead to progressive discipline** will be made available to the employee and Association, as stated in the notice, at least 24 hours prior to the final meeting in which discipline is to be imposed. At this meeting the employee will be provided an opportunity to clarify any inaccuracies.
- D. Any complaint made against an employee will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee within ten (10) working days of its receipt by the District may not be used as the basis for any evaluative or disciplinary action against the employee. Notice within the ten (10)-day limit will not be required in cases of any criminal investigation being conducted by non-district personnel. **Complaints from parents/guardians and student(s) must be reduced to writing by the administrator who received the complaint; complaints from the general public must be reduced to writing by the individual making such complaint. Anonymous complaints shall not be the sole basis of discipline.**
- E. The Association Co-Presidents, or designee, will be notified prior to any meeting related to discipline and shall have the right to be present at any meeting between the employee and the District to represent the interests of the Association. If the employee has chosen to be represented by private counsel, the Association Co-Presidents or designee may remain to observe the proceedings as a guardian of the contract and the association but not advocate for the individual or become involved in the meeting.

SECTION 5. STAFF PROTECTION *revised 19*

- A. Any case of an assault or a threat upon an employee shall be promptly reported to **a** designated District

representative. The District will notify the employee and render necessary assistance. In the event that an employee is absent as a result of an assault or job related injury, the employee shall suffer no loss of benefits in this Agreement.

- B. Employees shall not be requested or required to make a bomb search nor to administer medicine, or perform medical procedures unless specifically trained.
- C. The District will develop a two thousand five hundred dollar (\$2,500.00) fund annually for the purpose of settling personal property claims. Such a fund is non-accumulative. The Association shall appoint three (3) members and the District shall appoint one (1) member to oversee the utilization of this fund and develop criteria for its use. Such criteria shall be distributed to all employees as soon as developed.

- D. District policy states that bullying and any form of harassment by any person associated with the District, parents, patrons or students will not be tolerated by the District. Member concerns should be addressed to administration. Administration will address concerns within ten (10) days.

SECTION 6. PERSONNEL FILES *revised 23*

- 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, one copy of any documents except transcripts contained therein shall be afforded the employee without cost. No secret, alternate or other official 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. Anyone, at the employee's request, may be present in this review.
- B. Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, except in cases of criminal investigation. In the event material, except for transcripts or certification, is added to an employee's personnel file during the summer months either a note to that effect or a copy will be sent to the employee.
- C. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.
- D. No written reprimand, discipline, or adverse effect, except for material that relates to unprofessional conduct, shall remain in an employee's personnel file or supervising administrator's working file for more than a total of three (3) years from the date of entry unless a continuation of the same problem is shown in the file within that three (3) year period. It will be the responsibility of the employee to request the removal of any such material. (see Appendix J) Matters relating to a final finding and any sanctions or penalties of unprofessional conduct ordered by OSPI as defined under WAC 181.87 shall not be expunged from the files.
1. Step I **Verbal reprimand** shall remain in a working file for a period of 12 months from the date of issuance and will be the responsibility of the administrator to remove. After the 12 month period the step I verbal reprimand will not be used as a part of progressive discipline.
 2. When an administrator leaves the building, the working file of members will be transferred and stored in HR for one year, then purged. In the event of a staff incident the files can be accessed by the HR Department.
- E. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet prepared by the employee to verify contents of the personnel file at the time of inspection of said employee.

SECTION 7. ASSIGNMENT/VACANCIES/PROMOTION AND TRANSFER *revised 19*

A. General Provisions.

Definitions: The following definitions shall apply:

- 1 **Assignment:** The certified position to which an employee has been contracted to fill. Assignment shall include the worksite, and grade level and/or subject.
- 2 **Open Position:** An unfilled existing assignment position or newly created assignment position.

- 3 **Reassignment:** A change in assignment within the same worksite.
- 4 **Voluntary Reassignment:** A reassignment initiated at the request of an employee.
- 5 **Involuntary Reassignment:** A reassignment initiated by the District.

- 6 **Transfer:** A change in assignment involving a change in worksite.
- 7 **Voluntary Transfer:** A transfer initiated at the request of an employee.
- 8 **Involuntary Transfer:** A transfer initiated by the District.

Sequencing:

1. It is the intent of the parties that whenever possible (the only exception being a substantiated emergency), the District shall sequence the filling of open positions as follows:
 - a. Voluntary reassignment
 - b. Involuntary reassignment
 - c. In-district transfer requests.
 - I. Employees who were previously involuntarily reassigned
 - II. Employees who were previously involuntarily transferred.
 - III. Voluntary transfer requests
 - d. Involuntary transfer
 - e. Those employees returning from Leaves of Absence.
 - f. Out-of-District applicants.
2. Posting and solicitation of applications may occur simultaneously, in-district and out-of-district, provided that the consideration of out-of-district applicants will only occur after completion of the in-district transfer process.
3. Where the District shows a conflict exists between in-District transfer requests and the need to accommodate employees returning from leaves of absence due to certification requirements, steps c and d may be reversed.
4. Any variance in the above sequence must be mutually agreed upon, in writing, and signed by both parties prior to any said variance.
 - a. To assure that pupils are taught by employees working within their areas of certification and/or endorsement, 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 of their teaching certificates and/or 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 by the last day of school of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and extra-curricular assignments, except when unanticipated changes in staffing or program require a change of assignment.
 - b. Assignments, re-assignments, transfers, open positions will be filled on the basis of posted qualifications. However, if the qualifications, of two (2) or more candidates for a given position are equal and at least one (1) candidate is a current employee, the most senior employee will be given the position.
 - c. Summer school positions and extra duty positions will be filled on the basis of posted qualifications and evaluation results.
 - d. Equity/Affirmative Action Plans may not be diminished due to the above provision. If such diminishment does occur, then the most senior qualified employee who would maintain the sex equity/affirmative action plan will be transferred.
 - e. Seniority will mean full accumulative in-District experience, less any break in service, beginning with the initial hire as reflected on each employee's letter of intent or initial contract, whichever is earlier.

5. When open positions are filled and cases of reassignment and transfer occur the Association Co-Presidents or designee shall receive a copy of the Personnel Interview Results/Recommendation Form and/or Personnel Notice.
6. One (1) or more days of released time or up to seven (7) hours paid at the District hourly rate will be given when an involuntary reassignment involves a room change.

B. *Voluntary Transfer.*

To assure that employees are given consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

1. Posting and solicitation of applications may occur simultaneously, in-district and out-of-district, provided that the interview and consideration of out-of-district applicants will only occur after completion of the in-district process. Employees in the building in which the open position occurs shall apply within five (5) days of notice of vacancy. During the summer the notice shall be emailed to employees and posted online at the TSD website job center.
2. Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
3. All vacancies or new positions shall be filled on the basis of meeting the qualifications for the position.
4. The District shall make all possible effort to fill vacancies and new positions with their most senior qualified employees before out-of-District hiring can occur.
5. Any employees who has received an overall unsatisfactory on the final evaluation form or is on an improvement plan will not be eligible to apply for any vacancy until such deficiency(ies) is/are corrected. Exceptions are for employees working outside their endorsed areas and those employees who have been involuntarily transferred or re-assigned within the last two years.
6. In the event an employee who has submitted a written request for transfer to a position is not selected for the position, the employee will be notified:
 - a. the position has been filled, and
 - b. upon request he/she will be given an explanation of why he/she did not receive the sought-for position. No employee will be precluded from either applying for a position or obtaining an available position(s) on the basis the employee already has a position in the District, unless such employee is explicitly precluded from application or selection as provided in the Agreement.
7. No Employee will be excluded from consideration for a position due to not having an endorsement if he/she holds a Standard Certificate, issued prior to August 31, 1987, and has the other posted qualifications.

C. *Involuntary Transfer.*

1. Prior to any involuntary transfer the District will attempt to find employees willing to transfer. Employees who are being considered for an involuntary transfer, will be notified in writing stating the reasons for such consideration, no later than June 1, except in emergency cases. Prior to the final decision to impose an involuntary transfer, the District must meet with the affected employee, the Co-Presidents, or designee, prior to the end of the school year in an attempt to resolve any issue related to the reasoning behind the involuntary transfer. Final decisions will not be arbitrary or capricious.
2. Involuntary transfers shall be done by reverse seniority of qualified employees.
3. Employees who are involuntarily transferred will be given priority for a maximum of two (2) school years to return to the building/position from which they have been involuntarily transferred if an opening for which they are qualified becomes available.

- a. If an employee refuses their original position at their original building, then they waive their right to Article III, Section 7 Part C.3
 - b. An employee who has been involuntarily transferred has one (1) voluntary transfer/reassignment which would not impact their right to Article III, Section 7 Part C.3. This request for the additional move should be made on or before 30 calendar days from the last instructional day of school. After this date, a move may be granted provided a satisfactory replacement can be obtained.
 - c. An employee who has been involuntarily transferred has one (1) voluntary transfer/reassignment which would not impact their right to Article III, Section 7 Part C.3. This request for the additional move should be made on or before 30 calendar days from the last instructional day of school. After this date, a move may be granted provided a satisfactory replacement can be obtained.
 - d. If a second move is requested, that move shall be voluntary and shall become permanent, thus giving up rights to Article III, Section 7 Part C.3.
4. Two (2) or more days of released time or up to fourteen (14) hours paid at the District hourly rate will be given the involuntarily transferred employee in order to complete the move and become oriented to the new position/building.
5. The district will limit the number of involuntary transfers to three (3) per year. If more than three (3) are needed a representative from the district and the TEA Co-Presidents or designee will meet to discuss the need for the expected increase in the total number of involuntary transfers. Except for the case of reduction of force or exceptional circumstances, both parties must reach an agreement before the transfer(s) are made.

D. *Temporary Positions.*

Any opening that becomes available after the beginning of the school year will be posted according to contract. The duration of that position will be limited to the remainder of that school year. Any teacher who already has a full-time position will not be eligible for this position.

ARTICLE IV – OBSERVATION/ EVALUATION/PROBATION, PROFESSIONAL GROWTH PLAN

For the 2024-25 school year, the district and the association agree to modify this article to match the updated Danielson 2022 Framework for Teaching. Agreed upon forms will be placed on the TSD website and accessible by all members. (LINK)

SECTION 1. PURPOSE *revised 19*

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provide 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 acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
(2) To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, principal, or assistant principal needs to improve his/her performance.
(3) To assist classroom teachers who have identified areas needing improvement, in making those improvements.”

EVALUATOR QUALIFICATIONS:

Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement. The district shall comply with all evaluation training requirements. The initial training shall be completed by October 15.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES *revised 19*

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

A. Classroom Teacher Evaluation Process (Article IV, Section 3)

This employee group includes specifically those certificated staff with an assigned group of students for

whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include 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.

B. Non Classroom Teacher Evaluation Process (ESA's)

The parties agree to form a TPEP committee to investigate the development or adoption of Danielson frameworks for ESA evaluations. The recommendation of the committee will be submitted to both parties for negotiations to be implemented as soon as agreement has been reached. In the interim, ESA's will be evaluated using the existing ESA process under the old CBA found in Appendix L. Special Education Inclusion Specialists and Case Managers and School Psychologists will be on the agreed upon forms.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS *revised 16*

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 other bargaining unit members who do not meet this definition.

A. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive professional development regarding the frameworks and expectations of the evaluation process. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose.

Each employee shall have access to the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.

B. 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 criterion.
- 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 must engage in professional development designed to implement the revised systems and maximize 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 observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
- f. **Not Satisfactory** shall mean:
 - i. **Level 1: Unsatisfactory** – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.

- ii. **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.
- h. **“Observe” or “Observation”** shall mean the gathering of evidence made through classroom or worksite visits, or other visits (outside the classroom setting or school day), work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

2. State Evaluation Criteria:

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

3. Instructional Framework – Danielson (The Framework for Teaching Evaluation Instrument 2013)

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson. The instructional framework is included in The Framework for Teaching Evaluation Instrument – 2013.

In the event that changes are made to the framework that are inconsistent with this agreement and/or upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

4. Criterion Performance Component Scoring

- a. Appendix D-1, Professional Growth Observation Worksheet or the School Data Solutions evaluation tool, will be used in the documentation of criteria component scoring. The parties will meet annually to discuss any needed modifications to this appendix to ensure compliance with law. Resulting changes will be ratified by each party.
- b. The evaluator will assign criteria component scores based on the following rating system:
 - Unsatisfactory = 1
 - Basic = 2
 - Proficient = 3
 - Distinguished = 4
- c. If the evaluator and teacher do not agree on a component score, the teacher and the evaluator will be provided the opportunity to submit additional artifacts and evidence.

5. Summative Performance Rating

Appendix D-2 or the School Data Solutions evaluation tool will be used in the documentation of criteria 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:

- a. 8-14—Unsatisfactory
- b. 15-21—Basic
- c. 22-28—Proficient
- d. 29-32—Distinguished

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:
 - i. 5-12—Low
 - ii. 13-17—Average
 - iii. 18-20—High
- b. Student growth data will be taken from multiple sources that can include classroom-based, school-based, school district-based, and state-based tools that are appropriate and relevant to the teacher's assignment and subject matter. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- 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. Within two months of receiving the low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be completed by the evaluator at the discretion of the teacher:
 - i. Conduct two thirty-minute observations;
 - ii. Triangulate student growth measure with other evidence and additional levels of student growth based on classroom, school, district and state-based tools;
 - iii. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
 - iv. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
 - v. Create and implement a professional development plan to address student growth areas.

C. PROCEDURAL COMPONENTS OF EVALUATION

1. Notification

The teacher will be notified by September 15th each year or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur on or before December 15th of the school year.

2. Student Growth Goal Setting:

After October 1st or after the first round of testing is completed whichever is later, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 or SG-8.1 (unless on a comprehensive evaluation) on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal (Appendix D-2).

3. Artifacts and Evidence:

- a. The evaluator will collect and share 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 agreed upon form prior to, during, or within five (5) work days of the post-observation conference, and will 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.

4. Record-Keeping

The District shall adhere to the following:

- a. A copy of the final framework rubric and the teacher's written comments, if applicable, shall be included in the teacher's personnel file.
- b. If an on-line system is being considered then the parties will mutually agree upon the content and use prior to implementation. All documents collected for on-line systems shall be confidential.
- c. Teachers may, but shall not be required to, share personal goals or assessments.

5. 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.

6. Alternative Evaluator

Teachers may submit a written request to the Superintendent and Co-Presidents or designee requesting an alternative evaluator within 5 school days following the first post observation conference. The Superintendent and Co-Presidents shall meet with the teacher requesting the change and the request will be acted upon by the Superintendent within five school days. The teacher and the Association will be notified as to the reasons for the decision.

D. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight (8) state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

1. Pre-Observation Conference:

The pre-observation conference shall be held prior to the pre-arranged observation. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the arranged 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. Prearranged Observation:

- a. The first of at least two (2) observations (one prearranged) 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 with 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. At least one formal observation shall not be less than thirty 30 minutes in length.

- b. The observation will occur no later than five (5) days after the pre-observation meeting.
- c. Observations will not take place on the day before or after winter or spring break, on the day following an absence of five (5) or more days unless otherwise agreed to by the employee.
- d. The evaluator will document all formal observations using the negotiated form (Appendix D-1) and provide copies to the employee within three (3) days following the observation date and at least twenty-four (24) hours prior to the post observation conference in 3., 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, during, or within five (5) work days of the post-observation conference, and be used to determine the final evaluation.

3. 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 unless mutually agreed upon.
- b. The purpose of the post-observation conference is to review the evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score (Appendix D-2).
- c. If there is an unsatisfactory in any criteria, the evaluator will discuss the teacher's areas of deficiency and suggestions for improvement including such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. A 2nd pre-observation conference and prearranged observation will be scheduled.
- d. The teacher may attach written comments to the observation report.

4. Final Summative Evaluation Conference

- a. No later than May 10th 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 unless agreed upon by the evaluator and teacher.
- d. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence and/or artifacts.
- 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 may submit a written request to the Superintendent and the Association President or designee to review the evaluation and mutually agree upon granting one or both of the following:
 - i. An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association.
 - ii. An additional formal observation by June 1st.

- 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.

E. 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 Satisfactory, Proficient or higher, the district may choose to evaluate them 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 on or before December 15th of the school 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 for the focused evaluation shall include at least two observation periods during the school year totaling at least sixty (60) minutes.
4. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 – Distinguished score may be awarded by the evaluator.
5. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

F. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. The Association will be given a list of all teachers judged below Proficient -3 by May 15th.
2. When a teacher is judged below Proficient, one or more of the following supports shall be implemented, at the mutual agreement of the evaluator and teacher, to support their professional development:
 - a. The teacher's class size will not exceed the limits established in this Agreement.
 - b. The teacher, at their request, shall be granted district funded release time to observe colleagues' instruction.
 - c. The teacher will be assigned only one (1) work location, i.e., one classroom.
 - d. A mentor will be assigned.
 - e. The teacher may choose to participate in a voluntary structured support plan;
 - f. The District will provide and pay for any required in-service training.

For any time required outside the normal workday the employee shall be compensated at time sheet rate.

G. PROVISIONAL EMPLOYEES

1. Provisional employees are not subject to a probationary period. Provisional employees shall be observed a minimum of thirty (30) minutes by the assigned administrator during the first ninety (90) days of employment and an additional sixty (60) minutes prior to May 1. Provisional employees in the third year of provisional status must be observed at least three times, and total observation time must not be less than ninety (90) minutes.
2. If the provisional employee receives an unsatisfactory on any criterion on the Professional Growth Observation Worksheet, a plan of improvement will be provided for the provisional employee. A mentor teacher will be assigned by the administrator to the employee from a volunteer mentor pool and a stipend will be provided for the mentor teacher. The plan of improvement shall note the specific area(s) of deficiencies along with a reasonable program for improvement. A written evaluation shall be provided to the provisional employee and the employee has the right to attach an addendum. The employee may request and will be granted at least one observation after the plan of improvement is issued and prior to May first.
3. Failure of the employee to comply with the improvement plan, or the employee does not demonstrate acceptable level of performance as stated in the prescribed improvement plan, will result in non-renewal of employment. Notification of non-renewal of employment will be given to the provisional employee on or before May 15.
4. A second year Provisional teacher who receives a summative rating of Proficient -3 or Distinguished -4 may be granted continuing contract status for the subsequent school year.

H. 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 probationary plan.

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 part B, C, and D above.
3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
4. Teachers who are involuntarily reassigned or involuntarily transferred shall not be subject to nonrenewal or probation in their first year of that assignment.
5. 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 probationary plan designed to assist the teacher in improving his or her performance.
6. If the Superintendent concurs with the administrator's judgment that 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 15th 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 probationary plan;
 - 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.
 - d. If a procedural error occurs in the implementation of the probationary plan, the error does not invalidate the probationer's plan or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
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 observe and meet with the probationary teacher at least twice a month 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 observations 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 must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 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 submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

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.

13. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed and destroyed:

- a. Final Evaluation
- b. Notice of Probation
- c. Notice of Removal from Probation and/or Notice of Superintendent Action

I. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years the District shall, within ten (10) days of the completion of the second annual summative comprehensive evaluation or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

J. 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) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

K. EVALUATION RESULTS

1. Evaluation results shall be used:
 - a. To acknowledge, recognize, and encourage excellence in professional performance.
 - 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.
 - e. (RCW 28A 405.100(8) 8a) Evaluation results must be used as one of the multiple factors in personnel decisions. (see Article III.7.A.4c)

2. Evaluation results shall not be:
 - a. Shared or published with any teacher identifying information with the exception of district or association leadership.
 - b. Shared or published without notification to the individual and Association.
 - c. Used to differentiate any type of base or additional compensation.
 - d. Used as a form of progressive discipline.

ARTICLE V - LAYOFF AND RECALL - *revised 19*

SECTION 1. DEFINITION

The term "layoff and recall" as used herein refers to action by the Board reducing the number of employees in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an employee for cause.

SECTION 2. BALANCED BUDGET

Employees shall not be laid off pursuant to a necessary reduction in personnel unless all available revenues of the District projected for the forthcoming fiscal year will not provide for a balanced budget which is defined as expenditures not exceeding income.

SECTION 3. NOTIFICATION

- A. Employees will not be laid off during any 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.
- B. In the event the Board anticipates laying off 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 demonstrating that the projected revenues will not provide for a balanced budget.

SECTION 4. ADDITIONAL FUNDING

The Board shall also make available to the Association an accurate up-to-date account of all voluntary gifts, contributions, donations, bequests or pledges of the District. To the extent allowed by law all non-categorical cash reserves and contingency funds will be depleted by the Board and placed in the general fund for operational expenditures.

SECTION 5. SENIORITY

- A. Lay off shall be by seniority only as modified by the provisions of this Article as hereafter established. Seniority shall mean full accumulative in-district experience, less any break in service, beginning with the initial date and time of hire as reflected on the district's receipt of each employee's signed letter of intent. Less than a full year's certificated experience shall be computed as the actual number of days employed by a district as a full-time employee, excluding any substitute service. A seniority list ranking each employee from greatest to least seniority shall be provided the Association by December 1. A finalized list shall be provided no later than March 1 of each year. This list shall include all additions, deletions and/or corrections of employees for the school year. In no event will employees outside the bargaining unit be included on the seniority list nor will the Board add such employees to the seniority list in the event of lay off
- B. In the event that more than one employee has the same seniority, 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.

SECTION 6. LAY OFF PROCEDURE

In the event it becomes necessary to lay off employees, the following procedure will be implemented:

- A. The staffing requirements and projected student enrollment for all schools in the District will be listed by building.
- B. Employee selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided the employee has the appropriate certification and/or endorsement, by state regulations.
- C. Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their seniority and shall not be obligated to any part-time position, but may choose to accept such position on a voluntary basis.
- D. Employees currently assigned in part-time positions shall be assigned to part-time positions consistent with their seniority, and shall not be assigned to any position unless such a position is declined by all employees (*full and part-time*) with greater seniority.
- E. Employees not slotted into a position will be notified of layoff in accordance with aforementioned provisions of this Article and such employees will be recalled as requirements permit.
- F. Laid off employees shall be placed in a re-hiring pool for up to two (2) years and ranked by seniority therein. It is understood and agreed that although employees properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a position and a salary for the forthcoming school year, each laid off employee shall be considered to have employment status with the District for purposes of seniority, insurance and other fringe benefits as provided herein until he/she submits a written resignation. Such status, however, shall not be used to deny any laid off employee unemployment compensation benefits.

SECTION 7. RECALL PROCEDURE

- A. In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Employees on lay-off shall be first recalled by seniority. Employees who were previously assigned to full-time bargaining unit positions shall be recalled to full-time teaching positions provided that such employees shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position.
- B. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at his/her 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 on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee.
- C. Any employee so notified shall respond within five (5) calendar days from receipt of said notice where the employee accepts or rejects the position. If an employee rejects a position for which he/she is certificated to teach provided such position is equivalent in time and pay to the position previously held and that such a position is offered consistent with the aforementioned provisions of this Article, the employee shall be considered to have resigned from the employment of the District and all benefits shall cease at that time.

SECTION 8. LAYOFF BENEFITS

- A. Any employee not renewed under this Article shall have the right to continue any and all insurance and medical provisions provided he/she pays his/her own premium.
- B. All positions for Leave Replacement/Long-Term Sub and Substitute positions shall be offered to employees in the recall pool before outside applicants are considered provided they are enrolled in the Frontline system. Such employees will be given preferred status in Frontline.
- C. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits toward sabbatical eligibility, will be restored to the employee upon his/her 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

ARTICLE VI - ACADEMIC

SECTION 1. CONTROVERSIAL TOPICS

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

SECTION 2. PREPARATION PERIODS *revised 21*

- A. The District will provide all employees directly involved in full-time instruction time for preparation and planning as follows:

High School One regular class period during the instructional day.

Middle School One regular class period during the instructional day. In addition, each employee shall receive a supplemental contract for ten (10) additional hours of preparation at per diem for preparation work conducted after the normal work day but on their work site. Work performed after the normal work day at their building shall be logged in the individual teacher's lesson planning book.

Elementary School Employees will be given a minimum two hundred ten (210) minutes of preparation time weekly within the instructional student day. During shortened weeks (when there are non-school days), the total prep time would follow the traditional daily allotted prep time. In addition, the thirty (30) minutes before and after school professional time will be combined for a total of forty-five (45) before school and fifteen (15) minutes after school. This may be modified by mutual agreement between the administration and staff in each building. The teacher day will end when the supervision of students ends. Parent-employee conferences and principal-employee conferences may be scheduled when necessary during this period.

In addition to the above, teachers will be allocated time for meeting in Professional Learning Communities. PLC time will be used for team/grade level instructional planning, evaluation of student work, assessment and intervention planning, and other needs related to content area teaching and learning and Elementary and Secondary Education Act (ESEA) compliance.

PLC time may be exchanged for time used for other planning upon the agreement of the affected staff through a waiver process by the TEA.

- B. Staff meetings will be limited either to one (1) for a maximum of sixty (60) or two (2) for a maximum of thirty (30) minutes each per month. Any extension of the maximum shall be voluntary and paid at the time sheet rate.
- C. When an employee is required to meet with administration (other than evaluation meetings) or cover another employee's class, resulting in the loss of preparation time, the employee will be paid **forty five** dollars (\$**45**) per period.

- D. When all efforts have been exhausted to provide a qualified substitute teacher for a classroom, (AESOP Frontline, phone calls, emergency subs, in building emergency subs) specialists then may be pulled from their regular assignment to perform the substitute duties in the regular classroom.

The building principal will develop a rotation schedule that shall include all certificated staff not assigned to specific, regular classroom (library/media, music, PE, art, social skills, coaches). The building principal, or their designee, and teacher shall maintain a record of each day or half day that a certificated staff member is used as a sub in the regular classroom. The Principal and teacher will submit the total to the Human Resources office at the end of the school year. Each day subbed will be allocated at 0.5 of the current sub rate and a half day will be allocated at 0.25 of the current sub rate. The allocation for each certificated staff member will be used to purchase classroom supplies and/or materials. Purchase orders or credit card purchases will be submitted by the Building Principal to the HR office for payment.

When reviewing and scoring Student Growth Goals for certificated staff not assigned to specific, regular classroom, it must be taken into consideration the number of times that the specialist was pulled from teaching the particular class/group for subbing.

SECTION 3. EMPLOYEE WORKLOAD *revised 21*

- A. The Parties recognize that a reasonable pupil-employee ratio is desirable for effective teaching. It is also understood that in certain situations absolute minimums cannot be maintained due to lack of classrooms, employees and/or finances.
1. The maximum class sizes for various grade levels is indicated below:

Grade	
Kindergarten	20
1 st grade	20
Primary (2-3)	24
Elementary (4-5)	5th = 27
Middle School (6-8)	29
High School (9-12)	31
CATS (7-12)	25
Secondary (6-12) Band/Choir	45

Secondary (6-12) PE	45
CATS REMOTE	50:1 (Board Policy 2255)

*** This section will be revisited if there are changes in state funding formulas.

2. The maximum limits may be waived, with written approval, up to a maximum chosen by the teacher or in traditionally large classes such as band, choir, physical education and in team-teaching situations. The desired limits may not apply to special education, home economics, vocational classes and federally funded programs where funding is contingent on lower class sizes. Efforts will be made to balance caseloads as much as possible
 3. Efforts will be made not to butterfly (split classes) classes at the elementary level due to a lack of substitute coverage.
- B. Exceptional children (BIP, HC, IEP, 504) will be equitably distributed in all classes in each grade level. In addition, special training and assistance as needed shall be provided to all employees involved with severely and/or profoundly handicapped students in General Education classes. Other employees, upon request, may be provided special training and/or assistance.
- C. In cases where the desired limits are exceeded, the District shall provide additional supplies, textbooks, instructional equipment and student desks.
- D. In addition, in cases where the maximums are exceeded in any individual employee's class/confirmed enrollment, the District shall compensate as follows:

Elementary: K-3: TWELVE dollars (\$12.00) per student per day for students on the employee's roster in Kindergarten through Third grade.

4-5: SEVEN dollars (\$7.00) per student per instructional period per day for students on the employee's roster in Fourth through Fifth grade. Specialist/Activity teachers shall receive \$2.00 per student per instructional period.

Secondary: SEVEN dollars (\$7.00) per student per instructional period per day, not applicable if compensated by a college or university.

Overload pay will begin on the sixth (6) consecutive student overload day retroactive to the first day of overload. The District shall have five (5) student days to reduce class/caseload back to no more than the maximum allowed. Any student overload must be pre-approved by the building principal or vice-principal. Options available to the district shall include but not be limited to transferring students, combining classes, adding staff, restructuring of course offerings or any action that will alleviate the overload situation. Adding Para educator time may be an option only if agreed upon by the District, Association and the affected employee. The employee must fill out form K-1 to document the additional time effort due to the overload and will submit that log to their building administrator each month for compensation. Payment will be made the following month.

In the case that a homeroom class needs to be divided for a school year (semester/trimester) due to an uneven number of specialists, the specialists effected will be given a supplemental contract for the

additional students.

- E. Students new to the district and students who transfer schools within the district may begin attending school the day after all registration requirements are completed and the teacher(s) have been provided notification notified by an email prior to 1:00 PM. *McKinney Vento* and Foster students will be immediately enrolled as required by law.

SECTION 4. STUDENT DISCIPLINE *revised 19*

- 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 consistent with applicable federal and state laws.
- B. The Board and the administration shall support and uphold employees in their efforts to maintain discipline in the District and shall respond to 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. In the exercise of authority by an employee to control and maintain order and discipline, the employee will 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. The District will make every effort to insure that an administrator is available to assist employees within each school in the District during the student day. In those cases where the needs of the District require an administrator to be away from their building, the District will inform the staff as to who will be the administrative designee responsible for that building.
- C.1) An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline. Removal at any level shall be for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and employee have conferred, whichever comes first. Except in emergency circumstances, the employee shall have first attempted one or more alternative forms of corrective action. In no event, without the consent of the employee, shall an excluded student be returned during the balance of that class, school day or activity period, or up to the following two days. The employee must provide an opportunity for a student to receive educational services during the period of exclusion. (see RCW 28A.600.020)
- 2) Before re-admittance to class, at the discretion of the employee (as indicated on the referral form), a signed agreement finalized between a combination of the student, parent or guardian, principal or designee, or employee specifying the future behavior expectations of the student may be required. Every effort will be made to provide for early involvement of parents in attempts to improve the student's behavior.
- 3) Any student who is found to have in their possession a dangerous and/or unlawful weapon shall be immediately turned over to the appropriate law enforcement authority and shall be subjected to immediate expulsion in accordance with this provision and any applicable State statutes and District policy.
- D. Students shall not be transferred from one class to another, due to behavioral/disciplinary concerns, prior to a conference being held with the employees involved and the principal. Teachers shall be notified in advance of a potentially dangerous student being assigned to his/her class. (see Article VI Section 3e)
- E. The District may from time to time provide instruction seminars for all employees concerning all applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline. Each work site shall utilize that building's site-based process to overview the District discipline policies and procedures each school year to insure compliance with this provision.

SECTION 5. CLASSROOM VISITATION *revised 19*

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 school and/or classroom shall obtain the approval of the principal or designee, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee. Teachers will inform the principal or designee and obtain permission prior to allowing visitors into their classroom
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- C. In the event that the employee believes the classroom visitation is disruptive to the educational process, said visitation shall be immediately concluded at the option of the employee.
- D. Academic coaches' classroom visitations shall be conducted in a manner which will not interrupt classroom instructional processes. Academic coaches provide feedback to teachers on pedagogy, routines and procedures, and research-based strategies, for the purpose of enhancing instruction and advancing student learning. Academic coaches are not evaluators for the purpose of personnel evaluations.

SECTION 6. DISTRICT CURRICULUM DEVELOPMENT *revised 13*

- A. A ten member curriculum committee will be established, consisting of five (5) members appointed by the Association and five (5) members appointed by the District. The committee members will be content-area stakeholders, who will review and recommend all proposed curricula before adoption by the School Board.
- B. The employee members shall be compensated through supplemental contract for time spent beyond normal working hours immediately preceding or following the employee work day. Where committees work beyond the work day/work year are warranted, the employee members shall be compensated through an extended contract for time spent beyond normal working hours. Such compensation shall be at time sheet rate.

SECTION 7. EMPLOYEE DEVELOPMENT AND TRAINING *revised 13*

- A. It is recognized that an effective employee development program is desirable to provide opportunities for the professional growth of employees. Therefore, the District shall survey employees periodically to determine employee development needs. Such surveying, planning and implementation may be with the assistance of the Association, other agencies, or colleges and universities.
- B. The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction.
- C. In the implementation of new curriculum, the District may implement an in-service training program for any employee(s) who will be responsible for the curricular program. The affected employee(s) shall have input into the program.
- D. **MENTORING PROGRAM:** *revised 13*
Mentoring is on a voluntary basis.

SECTION 8. INSERVICE *revised 19*

- A. The Association shall provide an inservice for new members concerning the content of the Agreement and its inherent rights and responsibilities. Such inservice shall include at least one (1) representative of the Association and one (1) of the District.
- B. Any building based inservice activities shall be determined within and for each building by the building staff. The principal, or designee, will work with building staff in an attempt to provide clock hours that meet state requirements. Maintaining certification is ultimately the responsibility of the staff member/employee.

SECTION 9. EMPLOYEE FACILITIES *revised 19*

Each building, where practical, shall have the following facilities and equipment for the use of employees in that building:

- A. adequate space in each classroom to safely store instructional materials and supplies;
- B. a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. a furnished faculty lounge separate from any work area and equipped with a telephone line and instrument;
- D. a serviceable desk and chair and a filing cabinet of adequate size in each classroom (if requested by the employee);
- E. a communication system between classrooms and the main office;
- F. well-lighted and clean restrooms, separate from student restrooms; and
- G. a separate and private dining area.

It is mutually understood that the above conditions do exist in some school buildings. In areas deficient in the above, effort will be made to provide equal facilities on a school-to-school basis.

SECTION 10. EXTRA DUTY *revised 11*

Each building staff will create its own extra duty schedule; however, no employee will have more than one (1) duty per day and no duty assignments shall exceed two (2) weeks per month. Teachers will not be required to cover student lunchroom duties.

SECTION 11. BUILDING BASED BUDGET COMMITTEES *revised 13*

- A. Each District building will establish a building budget committee consisting of one (1) employee for every ten (10) employees in the building plus the building administration. This committee shall establish building priorities and allocations within the building budget, including, but not limited to, all local, state and federal moneys for purchasing instructional supplies, materials and equipment, developing curriculum and implementing programs. Building budgets cannot exceed the amount of funds budgeted per building.
- B. A periodical financial statement accounting for all budgeted funds expended for each building/department shall be distributed to committee members and to employees in that building/department.
- C. Every effort shall be made by the District to acquire supplies, equipment and materials prior to the official opening of the school year. If some items have not arrived, the current status of such items shall be indicated through the building budget committee to the employee involved.

SECTION 12. SUPPLIES AND MATERIALS *revised 16*

Money for supplies and materials will be budgeted by the District for incidental supplies and materials purchased in support of the educational program. All claims will be consistent with established District procedures and rules. All purchases must have prior approval, be receipted and listed on the appropriate claim form and given to the building principal.

ARTICLE VII - LEAVES

SECTION 1. SICK LEAVE *revised 19*

- A. Sick Leave shall be earned at a rate of one (1) day per month, to a total of twelve (12) days per year for each employee. Leave shall be awarded at the beginning of the school year. Sick leave may be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days. However, employees who have accumulated 180 sick leave days at the beginning of any school year shall have their annual 12 days sick leave on an as-used basis so as to maintain the 180 days accumulation, provided such use does not include replacement for days taken via the annual cash-out.
1. If an employee resigns prior to the end of the contract year and has used sick leave that has not accrued, he/she will have those days (monies already paid) deducted out of their final paycheck.
- B. Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal but not exceed, the employee's normal salary.
- C. The District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.
- D. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District, provided such leave was not used in another district.
- E. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, illness related to maternity, or other disability may, upon request, be granted an extended unpaid leave of absence under provisions of this Agreement or may utilize the Sick Leave Sharing, if eligible. The employee may or may not have exhausted all other accumulated leave before unpaid leave or the Sick Leave Sharing may be utilized as per RCW 41.04.665
- F. 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 his/her personal physician.
- G. An employee returning from any major illness or hospitalization, whether or not compensated leave benefits have been paid, shall be required to submit a medical release from his/her physician.
- H. Employees may request that specific substitutes, in accordance with WAC 181-79A-231, be assigned in their absence. If such a request is given, the District shall first attempt to contact the requested substitute prior to seeking any other replacement.
- I. When five (5) consecutive days of sick leave have been taken, or when accumulated sick leave has been exhausted, the District may request a physician's certification of illness.
- J. Sick leave must be taken in half or whole day increments.
- K. Leave requests of ten (10) or more days must be approved by the Board of Directors.

SECTION 2. SICK LEAVE SHARING

The parties agree that sick leave sharing is a worthwhile benefit to bargaining unit members. Therefore the parties agree as follows:

- A. Employees who have accumulated more than one hundred seventy six (176) hours leave days may donate up to six accumulated sick leave days to other employees in any twelve (12)-month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement this. Transfers of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below one hundred seventy six (176) hours.
- B. The employee receiving the donated days may or may not have exhausted all accumulated leave (as per RCW 41.04.665) before using the donated days, (See RCW 41.04.665 for exceptions when you may not have to exhaust your sick leave)
- C. No employee shall receive more than one hundred eighty (180) days of donated leave.
- D. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.
- E. An employee using donated leave days shall receive the same benefits and pay as if they had been working.
- F. The donor will not ask for return of the donated leave.
- G. The District and Association shall each designate one person who shall serve jointly for the purpose of reviewing requests for such leave.
- H. Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
- I. This agreement will be administered according to law (RCW 41.04.665).

SECTION 3. SICK LEAVE CASHOUT *revised 02*

- A. Annually each employee may cash out the unused sick leave days he/she has accumulated that year (*Jan 1 - Dec 31*) provided such employee has accumulated a minimum of sixty (60) days of such leave. The cashout shall be on a one (1) day's pay for four (4) day's sick leave, and shall not allow the employee to decrease his/her accumulation to less than sixty (60) days. The employee may cash out up to twelve (12) days per year on January 1 of each year.
- B. At the time of separation from the District due to retirement or death, the employee or his/her estate shall have all of his/her sick leave cashed out at the same one (1) for four (4) ratio.
- C. The Parties agree to provide a VEBA III plan for employees contingent upon annual approval by association members eligible for the plan. (*see Appendix I*)

SECTION 4. EMERGENCY LEAVE

Emergency leave shall be granted with pay. Emergency leave may be taken at the employee's discretion, due to a problem that has been suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be deducted from sick leave.

SECTION 5. FAMILY ILLNESS LEAVE *revised 19*

Upon request, family illness leave will be granted when necessary to comply with the Family Medical Leave Act (FMLA). Immediate family shall be defined as: child, parent or spouse of an employee. The

Superintendent/designee may at his/her discretion grant family illness leave when necessary for illness in an employee's extended family, including but not limited to: A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; A spouse; A registered domestic partner; A grandparent; A grandchild; or A sibling. (RCW 49.46.210) The Superintendent/ designee may request such verification of family illness as required by FMLA. Such leave shall be deducted from the employee's sick leave.

SECTION 6. FAMILY AND MEDICAL LEAVE *revised 13*

- A. Under the terms of the Family and Medical Leave Act of 1993 (FMLA), Title 29, Part 825 of the Code of Regulations, employees may request leave without pay and the district will continue to pay the employer portion of the medical insurance premium for up to 12 work weeks, under the following conditions:
 - 1. For the birth of a son or daughter, and to care for the newborn child;
 - 2. For placement with the employee of a son or daughter for adoption or foster care;
 - 3. To care for the employee's spouse, son, daughter or parent with a serious health condition; and,
 - 4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- 5. Military Family Leave Entitlements-Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.
- B. The purpose of this act is to balance the demands of the workplace with the needs of families, promote the stability and economic security of families, and promote national interest in preserving family integrity.
- C. Consistent with FMLA and adoption regulations, eligible employees are entitled to request leave without pay for up to twelve (12) workweeks within a twelve (12) month period. The twelve (12) month period shall be defined as a fiscal year commencing September 1.
- D. All applicable paid leave available to the employee must be taken concurrently with any leave taken under the Federal Family and Medical 28 Leave Act. (RCW 49.78.390). Leave will be applied as follows:
 - 1. For the birth of a son or daughter, and to care for the newborn child; (*Use of Family Illness Leave - Section 5, and Maternity and Paternity Leave - Section 6, if applicable and as usage is defined in this agreement must be taken concurrently with FMLA leave.*)
 - 2. For placement with the employee of a son or daughter for adoption or foster care. (*Use of Adoption Leave -Section 7, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.*)
 - 3. To care for the employee's spouse, son, daughter or parent with a serious health problem; and, (*Use of Sick Leave - Section 1, Sick Leave Sharing - Section 2, and Family Illness Leave - Section 5, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.*)

4. Because of a serious health condition that makes the employee unable to perform the functions of the employee's job. *(Use of Sick Leave - Section 1, and Sick Leave Sharing - Section 2, if applicable, and as usage is defined in this agreement must be taken concurrently with FMLA leave.)*

- E. Leave may be taken intermittently to care for an ill spouse, child, parent or for an employee's own illness if medically necessary. An employee needing intermittent FMLA leave must attempt to schedule their leave so as not to disrupt the district's operations.

The district may temporarily assign the employee to an alternate position that better accommodates the employee's intermittent or reduced leave schedule. The employee will receive the same benefits and salary schedule placement.

F. Employee Eligibility

1. Must be employed by the district for at least twelve (12) months immediately prior to the start of the leave.
2. Must meet one of the four conditions listed above which apply equally to male and female employees.
3. FMLA leave may begin before the actual birth date of a child. The employee may request leave for prenatal care if her condition makes her unable to work.
4. FMLA leave is available for treatment for substance abuse-either for employee or for immediate family members-but only for treatment not for absences due to use of substance.
5. The employee must notify the district of medical treatment and make a reasonable effort to schedule leave so as not to disrupt the district's operations.
6. Married employees who work for the district are both entitled to FMLA leave but it is limited to a total combined leave of twelve (12) weeks in any twelve (12) month period when the leave is for the birth/care of newborn, adoption or foster care placement. If leave is taken to care for a seriously ill spouse or child, married employees of the district may each take twelve (12) weeks of leave.

G. Employee Notification

All requests for leave and any other notices regarding FMLA shall be in writing. The employee must provide 30-day advance notice before leave is to begin if foreseeable or as soon as possible and practical. In the event of an emergency or situation beyond the control of the employee, the 30 days advance notice will be waived.

H. Medical Certification

Employees wishing to apply for FMLA leave will be required to provide to the district Form WH-380 "Certification of Health Care Provider" from the health care provider who is treating the employee or immediate family member.

An employee on FMLA leave is entitled to have health benefits maintained by the district while on unpaid leave, up to twelve (12) work weeks. If the employee is paying for dependent coverage prior to leave, the employee must continue to pay for their share of the premium costs.

If the employee's premium payment is more than 30 days late, the district's obligation to maintain health insurance ceases. The district will give the employee written notice by certified mail that their premium payments have not been received and will wait 15 days after notification before canceling coverage.

The district may recover its share of premium payments if the employee does not return to work following FMLA leave unless the reason for not returning to work was outside the control of the employee.

J. Return to work provisions.

The employee has the right to return to the same position, or a position for which he/she is qualified if the same position is no longer available, with the same benefits, working conditions and salary schedule placement.

The employee must provide the district advanced notice of his/her return, if practicable. In the case of a medical leave, the employee will be required to provide substantiation from a health care provider certifying that he/she may return to work.

K. Compliance with law.

It is agreed that the above language tracks the current law. Should the law change, the parties shall meet to bring this provision into compliance with said change.

SECTION 7. PAID FAMILY AND MEDICAL LEAVE *new19*

- A. The district and employees will follow all applicable laws related to Paid Family Medical Leave (RCW 50A.04 and subsequent chapters)
- B. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for the leave, employees must have worked a minimum of 820 hours within the qualifying period (RCW 50A.04.215). Such leave shall be used and allocated according to statute and employees may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves. Commencing January 1, 2019, the District shall pay forty (40) percent and the employee will pay sixty (60) percent of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. The District shall maintain any existing health benefits of the employee in force for the duration of such leave as if the employee had continued to work from the date the employee commenced family or medical leave until the date the employee returns to employment. The employee remains responsible for the employee's share of the cost (RCW 50A.04.245).

SECTION 8. MATERNITY/PATERNITY LEAVE

- A. An employee requesting maternity leave shall give written notice to the District at least thirty (30) days prior to the commencement of said leave. The written request for maternity leave should include a statement as to the expected date of return to employment; within thirty (30) days after childbirth, the employee shall inform the District of the specific day when she will return to work.
- B. Disabilities caused by or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the District leave plan.
- C. In the event of the birth of a child of the employee's spouse, sick leave will be allowed. All such leave shall be deducted from sick leave.

SECTION 9. ADOPTION LEAVE *revised 13*

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. Adoption leave shall be granted without pay for a period not to exceed one (1) school year.

SECTION 10. BEREAVEMENT LEAVE *revised 13*

Five (5) days bereavement leave per year shall be granted with pay for bereavement of a relative or friend. Such leave shall be non-accumulative. In the event of the death of a close personal friend, or relative, and upon explanation to the principal or Superintendent, sick leave can be granted for days beyond the five (5) allocated bereavement days. Such leave may be extended with written permission of the Superintendent or designee.

SECTION 11. PERSONAL/ANNUAL LEAVE *revised 23*

- A. **Four (4)** days of personal leave shall be granted with pay and shall not be deducted from sick leave.
 - 1. During an employee's retirement year, an employee may convert up to six (6) personal days into annual leave days, which may be cashed out at their daily rate of pay.
- B. One (1) additional day of personal leave shall be granted with pay for employees with at least fifteen (15) consecutive years of service in the Toppenish School District.
- C. At the end of the year, unused personal leave days will be handled as follows:
 - 1. Up to three (3) days may be carried over to the next year to a maximum of six (6) days total.
 - 2. All other days will be cashed out at the substitute daily rate with the August payroll. Such cash out will not reduce the balance below one (1) day.
- D. The applicant for such leave shall not be requested or required to state the reason for taking such leave. In order to ensure that proper staffing levels may be maintained, the principal shall be notified of the leave request a minimum of twenty-four (24) hours before taking the leave, and the principal must approve or deny the leave in accordance with the District's normal leave procedures.
- E. More than three (3) days may be taken consecutively with prior written approval of the building administrator and no more than fifteen percent (15%) of the District employees at any District work site may take personal leave on the same day.
- F. On days prior to or immediately following the Thanksgiving, winter, mid-winter, or spring breaks, no more than two (2) employees per building may use personal leave. Leaves will be awarded as follows:
 - 1. First, the order in which requests are submitted; and
 - 2. Second, by seniority
- G. The building principal or designee may alter this in the event of an employee's emergency or other urgent necessity.
- H. One (1) additional personal day will be granted if a member does not use any sick leave during the current school year to be credited to ensuing year's personal leave accumulation above.

SECTION 12. LEAVE WITHOUT PAY *revised 13*

A written request for absence without pay must be submitted to the building principal. Approval for said leave by the principal and assistant superintendent must be obtained two (2) weeks prior to the start of such leave. All personal leave must be exhausted prior to a request for leave without pay.

SECTION 13. LEAVE TO ATTEND MEETINGS AND CONFERENCES

- A. Meetings, conferences, symposiums and seminars at which concerns vital to the education profession are the subject of discussions are recognized by the District as an inherent part of the employees' professional obligation.

Leave with pay may be granted upon request to the Superintendent or designee; however, such leave shall not be unreasonably denied. (*see Appendix H*)

- B. Full payment Leave. All necessary expenses shall be paid by the District for employees authorized to represent the District at professional conferences, meetings, symposiums, and seminars.

SECTION 14. SABBATICAL LEAVE

- A. Sabbatical leaves may, with Board permission, be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional three (3) years in the District.
- B. An employee on sabbatical leave shall receive the salary and all other employee benefits as approved by the Board.
- C. Employees granted sabbatical leaves shall agree to return to regular service in the District upon expiration of their leaves for a period of at least one (1) year. If an employee does not return to regular service with the District at the expiration of the leave, all salary paid during the leave shall become due and payable to the District.
- D. If an employee should die or become permanently disabled while on sabbatical leave, no repayment of salary paid while on leave shall be required.
- E. Any employee desiring sabbatical leave must submit a written request to the Superintendent prior to April of the school year prior to the year for which leave is requested and must provide an outline of the activities in which he/she will be engaged and the length of leave.
- F. No more than two percent (2%) of all employees shall be granted sabbatical leave during any school year. If more than two percent (2%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by a committee of three (3): one (1) representative from the Board and two (2) representatives from the Association.
- G. An employee returning from sabbatical leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. It shall be assumed that he/she notifies the Superintendent by May 1 prior to the expiration of his/her leave. If reassignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is mutually acceptable.

SECTION 15. JURY DUTY/SUBPOENA LEAVE *revised 13*

- A. An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. If the employee is released from duty three and half (3.5) hours or more prior to the end of the work day, the employee shall report back to their assigned work site.
- B. An employee who is away from his/her duties because of subpoena leave shall be paid for such time lost at his/her rate of pay. The District will be reimbursed by the employee the amount of subpoena fees paid less any mileage and/or subpoena related expenses paid.

SECTION 16. OTHER LEAVES *revised 19*

- A. Leaves of absence of up to one (1) year without pay may—with Board approval—be granted employees for the purposes of study, travel, recuperation, child rearing, child care, teaching in another school district, working in a professionally-related field, Association or Association-related business.
- B. Upon request by the employee, such leave may be renewed for up to one (1) additional year.
- C. If an employee requests to return to work early, board approval will be required.
- D. An employee returning to work will be guaranteed a position within the district for which they are qualified, but will not be guaranteed their original position.

SECTION 17. MILITARY LEAVE - *new 13*

- A. Any employee who is a member of the Washington National Guard or of the Air Force, Army, Coast Guard, Marine Corps, or Navy Reserve of the United States or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by RCW 38.40.060, during each year beginning October 1st and ending the following September 30th and under the following conditions:
 - a. The employee has given prior notification to his/her immediate supervisor of the date he/she is to report for military duty.
 - b. The employee provides a signed copy of orders requiring his/her participation in military duty to the Human Resources department prior to leaving, or, when this is not possible, within five (5) days of returning to work.

Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during his/her regular work assignment.

While on leave, the employee shall receive his/her normal district pay and there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled. 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.

ARTICLE VIII - HOURS, SALARY, INSURANCE BENEFITS

SECTION 1. WORK DAY *revised 19*

Regular building hours for employees shall be seven (7) hours and thirty (30) minutes per day, inclusive of the required 30-minutes prior to and 30-minutes following the student day under WAC 180.44.505 and a duty-free lunch period. The starting and dismissal times, which may vary from school to school, shall be determined by the District. In addition to regular building hours and consistent with the traditional expectations associated with the performance of employees, the following shall apply:

- A. Employees shall spend time outside the building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations and other activities related to instruction. Any time the District requires work beyond the seven and one-half (7.5) hour workday will be compensated at the time sheet rate.
- B. Schools will be dismissed early on the day before Thanksgiving and Christmas vacation. Staff will be dismissed no later than two (2) hours before the end of the regular school day. Times will vary according to regular individual building dismissal times.
- C. Employees shall not leave the buildings to which they are assigned during class or preparation periods without notification to the building principal or his/her designee.
- D. All time outside the normal workday that has been pre-approved by a district administrator shall be compensated at time sheet rate, forty **five** dollars **(\$45)** per hour.

SECTION 2. EMPLOYEE WORK YEAR *revised 19*

- A. The calendar for the duration of this contract shall consist of one hundred eighty (180) teacher contracted workdays.
- B. The District and the Association will hold up to fourteen (14) days of early release on the calendar adopted by the District for the duration of this Agreement. Any meeting time during these “release” days which falls outside the normal work day shall be voluntary and shall be compensated at time sheet rate.
- C. In the event changes in the school calendar/work year become necessary, the Board shall consult with the Association prior to implementing such changes.
- D. The current school calendar is in Appendix F. Calendars will be inserted annually when established. The district will continue to include one (1) non-student day immediately following the last day of the 1st semester on the calendar.

SECTION 3. SUPPLEMENTAL/OPTIONAL DAYS *revised 16*

- A. Supplemental days shall be paid at per diem and defined as follows:
 - 1. Optional Days: Each employee will have available the following optional days:
 - a One (1) day will be used as a pre-service day. This day will be divided, three and one-half (3.5) hours directed by the district and three and one-half (3.5) hours directed by the individual teacher.
 - b Four (4) days will be district/building directed and can be used on district offered inservice days immediately prior to, during, or following the student attendance year.

- c. One (1) teacher-directed optional day following the last day of the 1st semester on the calendar. Approved activities can be found on Appendix H-2. The hours must occur on site and may be taken in increments of three and a half (3.5) or seven (7) hours. Any trainings that occur on teacher-directed days must be initiated by the employee(s).
 - d. Each optional supplemental day consists of seven and half (7.5) hours, inclusive of an unpaid thirty (30) minute lunch period scheduled outside the regular workday.
 - e. Optional day pay forms Appendix H-2 must be submitted in seven and a half (7.5) hour increments, inclusive of an unpaid thirty (30) minute lunch, within sixty (60) days of the completed optional day. Any optional day that is completed within the last sixty (60) days of school must be submitted within ten (10) business days following the last day of school in order to be paid. Supplemental day forms submitted before September 10 of the current school year will be paid on the October paycheck.
- B. It is mutually agreed that if the District's reserve fund falls lower than six percent (6%) of the total district budget, the district and the association will re-open and bargain optional days gained during the duration of this Bargaining Agreement. It is also understood that once the district reserve fund increases beyond the six percent (6%), the district and association will bargain any lost optional days. Any ensuing action will take effect the following budget year.
 - C. If an optional day is denied, the reason for denial must be stated in writing by either the principal or assistant superintendent.
 - D. Special education teachers will be compensated for, up to, twenty one (21) hours of documented optional time for additional duties.
 - E. Secondary counselors will be compensated for, up to, forty nine (49) hours of documented optional time for additional duties related to student scheduling, student registration, credit evaluations, and graduation requirements.

SECTION 4. PAYMENT *revised 19*

- A. Employees shall be paid via direct deposit in twelve (12) monthly installments, payments to be made on the last calendared district administrative work day of the month.
- B. In the event of a mistake in payment resulting in underpayment, corrections shall be made on the next paycheck. If the error is two hundred and fifty dollars (\$250) or greater, the District shall correct the mistake within five (5) days. In the event of overpayment, corrections shall be made at the rate overpayment occurred.
- C. The employee member shall be compensated for time spent beyond the normal work day/work year occurring before or after normal work hours through a supplemental or extended contract approved in advance by the building principal and assistant superintendent. Supplemental contracts must not exceed one year in duration and if not renewed, do not constitute an adverse change in contract status. For time-based supplemental pay, a supplemental contract's hourly rate must not exceed the hourly rate of the employee's base contract.

SECTION 5. SALARY *revised 21*

The base salary shall be the most recent salary schedule that has been negotiated between the district and the association.

Plus 12.48% for Personal Responsibility Pay funded by the district. (see appendix H-3)

For the 2023-2024 school year, the base salary shall be increased by the IPD.

For the 2024-2025 school year, the base salary shall be increased by the IPD.

Personal Responsibility pay must be documented indicating the additional duties, responsibilities, or incentives that are being funded by the contract (see appendix H-3)

LONGEVITY STIPEND:

- All employees that complete 15 years of certificated service in the Toppenish School District will receive a one time longevity stipend of \$500.
- All employees that complete 20 years of certificated service in the Toppenish School District will receive a one time longevity stipend of \$750.
- All employees that complete 25 years of certificated service in the Toppenish School District will receive an annual longevity stipend of \$1000.

VEBA CONTRIBUTION:

The district will contribute \$75 per month to the member's VEBA account.

SECTION 6. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE *revised 95*

- A. All employees shall be properly placed on the salary schedule
- B. All employees with a Bachelor's degree shall be given recognition on the salary schedule only for those credits earned after the first Bachelor's degree.
- C. All employees with a Master's degree shall be given recognition on the salary schedule as if all credits earned after the first Bachelor's degree less forty-five (45) credits were earned after the Master's degree.
- D. Increments for experience and education will be in accordance with the index shown on the salary schedule.
- E. Education credits will be granted for college work and approved clock hours.
 1. College credits for advancement on the salary schedule will be accepted from a four-year-degree-granting institution. For courses taken at community colleges, which are approved by the Superintendent, credit also will be granted.
 2. Credit for education shall be given automatically when evidence of such credit is filed with the District. Such evidence should be in the form of official college transcripts of grade reports and should be filed with the District's Business Office no later than September 30. If, for some circumstances beyond the control of the employee, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. The District will provide for the employees, notice of available, accredited college courses throughout the year to be held in this District or in surrounding districts.
 3. The District shall accept all clock hour and inservice credits that meet State Board of Education Approval Standards for clock hour and inservice credit. The credits shall count for advancement on the salary schedule. The ten (10) clock hours of inservice shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule.
 4. Employees are responsible for reporting all inservice clock hours to Personnel (*in accordance with*

WAC 180-85-107 which has the responsibility to monitor and record clock hours.)

- F. Credit shall be given for all teaching experience. In computing credit for experience, credit will be given for the whole year, provided the employee was employed for not less than one (1) semester. Half (1/2) time employees, however, shall move only every other year of experience.
1. Experience credit shall be given for military experience which interrupted an employee's career for up to five (5) years. Military service from six to seventeen (6-17) months will be credited as one (1) year, eighteen to twenty-nine (18-29) months as two (2) years, thirty to forty-one (30-41) months as three (3) years, forty-two to fifty-three (42-53) months as four (4) years, and fifty-four (54) or more months as five (5) years.
 2. Employees hired from out-of-state shall be given the same credit consideration and benefits as those hired within state or those presently working for the District.

SECTION 7. GRANDFATHERED CREDITS *revised 95*

All employees affected by any previous Agreement's Grandfather Clauses shall be held harmless and suffer no loss or reduction of salary or benefits based on said clauses.

SECTION 8. COMPLIANCE

- A. The parties agree that SPI will adopt rules on salary compliance. If Section 5 (Salary) conflicts with the rules, it will be changed to conform with the rules.
- B. It is mutually agreed and understood that the District will fund non-vocational extended days outside of the B.E.A. salary pool. The non-vocational days will be covered by supplemental contracts.
- C. It is mutually agreed and understood that the District will fund all extended days outside of other than Basic Education Act moneys.
- D. No provisions of this Agreement shall be interpreted or applied so as to place the District in breach of salary limitations imposed by state law or subject the District to a State funding penalty nor to provide less than full compliance for employee salaries.
- E. Any salary changes will be subject to a review to ensure compliance.

SECTION 9. INSURANCE *revised 19*

The district and employees will follow all rules, regulations, policies, and laws related to the SEBB System

- The District will pay the state contribution and an additional \$90 through November of 2019

SECTION 10. VOLUNTEER INSURANCE *revised 19*

Employees will select plans that are offered by state SEBB

SECTION 11. PAYROLL DEDUCTIONS *revised 19*

When requested, the District will make certain payroll deductions for employees as follows:

- a) Tax-sheltered annuities
- b) Employees' Credit Union

- c) Automatic deposit to bank

SECTION 12. TRANSPORTATION REIMBURSEMENT

The use of a privately owned vehicle for school related business shall be compensated for at the state rate.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. Grievant means an employee, a group of employees, or the Association filing a grievance.
- B. Grievance means a claim that there is a violation, misinterpretation, or misapplication of any provision of this Agreement.

SECTION 2. ASSOCIATION REPRESENTATION *revised 04*

- A. At least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.
- B. The Association on its own may continue and submit to arbitration any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement; however, the employee initiating the grievance must be present at all steps of the grievance procedure or the grievance will be dropped.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a formal grievance to act as their own representative or to discuss the matter via administrative intervention, as long as the Association is in attendance of those discussions and is notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of this Agreement.

SECTION 3. PROCEDURE *revised 21*

- A. In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
- B. If the grievance is not thus resolved, formal procedures may be instituted. However, the exhaustion of the informal grievance procedure is not a condition precedent in invoking the formal grievance procedure.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or other appropriate supervisor, and must include a proposal to remedy the grievance. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance must be filed within twenty (20) days of the occurrence of which he/she complains.

STEP 1 REPLY

Within seven (7) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or other appropriate supervisor shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 2

In the event the grievant is not satisfied with the disposition of the grievance at Step 1, or in the event no disposition has been made within three (3) days of such meeting, the grievance shall be transmitted to the Assistant Superintendent.

STEP 2 REPLY

Within seven (7) days of the receipt of the appeal, the Assistant Superintendent or designee shall meet with the grievant and/or grievant's representatives of the Association in an effort to resolve the grievance. The Assistant Superintendent or designee shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2, or in the event that no disposition has been made within ten (10) school days after such meeting, he/she or the Association has first met with the Assistant Superintendent or designee, he/she may ask the local Association to request a meeting with the Board through the Superintendent or designee. The grievant may, if he/she wishes, take such action him/herself, requesting such counsel or assistance from the Association as he/she may desire.

STEP 3 REPLY

Within seven (7) days of the receipt of the appeal the Superintendent or mutually agreed upon designee shall meet with the grievant and/or representatives of the Association in an effort to resolve the grievance. The superintendent of mutually agreed upon designee shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting and shall furnish a copy thereof to the association.

STEP 4

In the event the Association is not satisfied with the disposition of the grievance by the Superintendent or designee or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted to arbitration. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the Superintendent or designee. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the Arbitrator". The parties, by written agreement, may utilize the expedited rules. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 4. ARBITRATION

- A. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- B. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific areas of the Agreement as cited in the grievance form. The arbitrator shall make no awards nor substitute his/her knowledge for the expressed provisions of the Agreement. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.
- C. The decision of the arbitrator must be in writing with the appropriate reasoning. The decision may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not

limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

SECTION 5. TIME LIMITS

- A. 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.
- B. Failure by the Association to proceed with its grievance within the times herein before provided shall result in the dismissal of the grievance. Failure of the District to respond or act within the times herein before provided shall allow the Association to proceed to the next step in the grievance procedure.

SECTION 6. HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 7. EMPLOYEE COMPLAINTS

If an employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association.

SECTION 8. CONTINUITY OF GRIEVANCE

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

SECTION 9. ELECTION OF REMEDIES *new 95*

Any matter which has a alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, etc.*) may be utilized by the employee or the Association in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those selected above.

ARTICLE X – DURATION

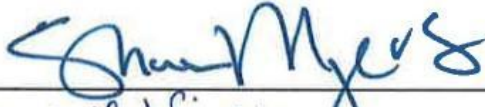
SECTION 1. EFFECTIVE DATE *revised 21*

This Agreement shall be effective as of September 1, 2021; shall be binding upon the District, the Association, and all employees; and shall remain in full force and effect through August 31, 2023

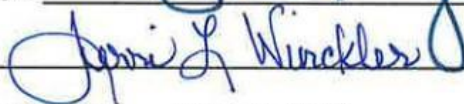
SECTION 2. RE-OPENS *revised 04*

- A. Negotiations for a successor Agreement should commence no later than ninety (90) days prior to the expiration date of the Agreement.
- B. This Agreement or any part of this Agreement may be reopened at any time if both parties mutually agree to reopen

FOR THE DISTRICT:



FOR THE TEA:

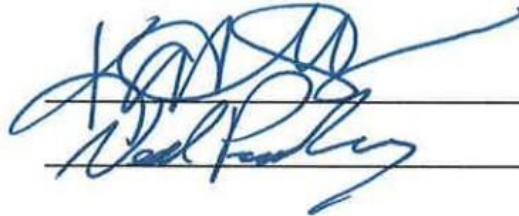


RATIFIED BY THE TEA ON: MAY 26, 2021

RATIFIED BY THE BOARD ON: JUNE 22, 2021

FOR THE DISTRICT:

FOR THE TEA:



APPENDIX A-1 - SALARY SCHEDULE 2023-2024

Toppenish School District 2023-24 Salary Schedule - TEA (3.7%)							
Years of Service	BA	BA+15	BA+30	BA+45	BA + 90 MA	MA+45	MA + 90 Ph.D.
0	56,535	58,062	59,643	61,230	67,780	72,868	76,148
1	57,296	58,843	60,446	62,101	68,533	73,674	76,932
2	58,020	59,584	61,202	62,986	69,292	74,417	77,712
3	58,768	60,345	61,983	63,822	70,011	75,124	78,498
4	59,501	61,148	62,794	64,698	70,765	75,912	79,310
5	60,621	61,913	63,575	65,585	71,530	76,661	80,125
6	61,035	62,655	64,374	66,483	72,317	77,420	80,901
7	62,402	64,046	65,788	68,011	73,788	78,964	82,545
8	67,230	68,963	70,747	73,154	78,928	84,178	87,887
9		71,128	73,000	75,496	81,267	86,641	90,478
10			75,281	77,956	83,730	89,174	93,138
11				80,489	86,263	91,825	95,868
12				82,940	88,894	94,546	98,713
13					91,620	97,335	101,625
14					94,990	100,887	105,214
15					97,937	103,986	108,426
16 or more					100,381	106,601	111,368

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

BA + 135 is only applicable if the employees BA was earned prior to 1992.

** Any legislative COLA will be applied to the salary schedule.

APPENDIX B – NON-COACHING EXTRA CURRICULAR SCHEDULE

POSITION		FACTOR *
Annual, High School	(20-30 hrs)	.03
If not a class	(30-40 hrs)	.04
Annual, Middle School	If not a class (20-30 hrs)	.03
MS Activities Photographer	(20-30 hrs)	.03
Art Advisor, High School	(10-20 hrs)	.02
Art Advisor, Middle School	(10-20 hrs)	.02
ASB Advisor, High School	(50-60 hrs)	.06
ASB Advisor, Middle School	(30-40 hrs)	.04
ASB Class Advisors:		
Seniors	(60-70 hrs)	.07
Juniors	(60-70 hrs)	.07
Sophomores	(30-40 hrs)	.04
Freshmen	(30-40 hrs)	.04
ASB Leadership, High School	(60-70 hrs)	.07
Band, High School	(minimum of 3 performances and 2 competitions per year)	.13
Jazz Band, High School		.10
Band, Middle School	(minimum of 2 performances per year)	.07
Choir, High School	(minimum of 3 performances and 2 competitions per year)	.13
Debate	(90-100 hrs)	.10
DJ Club	(50-60 hrs)	.06
Drama	(Per play)	.05
Honor Society	(10-20 hrs)	.02
Knowledge Bowl / Apple Bowl	(30-40 hrs)	.04
Leadership, High School	(60-70 hrs)	.07
Math Advisor, Middle School	(40-50 hrs)	.05
MEChA	(10-20 hrs)	.02
Spelling Bee, Middle School	(10-20 hrs)	.02

* Percentage figured on the base salary of the official SAM

The preceding extra curricular schedule applies to District-approved clubs/activities. Stipends will be based on a yearly plan to be submitted to the building principal by the start of the school year. To qualify for a .02 factor, groups must meet an average of once per month and conduct 1 to 2 yearly events; for a .03 factor, groups must meet an average of twice monthly and conduct 2 to 3 yearly events; for a .04 factor, groups must meet an average of once each week and conduct 3 to 4 yearly events.

Events are defined as group activities under the supervision of the advisor outside of the regular meeting times, which are conducted for the benefit of group members, the school, or the community.

APPENDIX C - DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT

Name _____

Address _____

City _____ ZIP _____

I, the undersigned, acknowledge that I am a member of the Association. I hereby authorize you as my employer to deduct from my salary and to pay to the Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Association prior to September 10 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Date

Signature

EVALUATION RUBRIC FOR CRITERIA #1-HIGH EXPECTATIONS

Centering instruction on high expectations for student achievement

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2B – Establishing a Culture for Learning <ul style="list-style-type: none"> Importance of content Expectations for learning and achievement 	<p>The classroom culture is characterized by a lack of teacher or student commitment to learning, and/or little or no investment of student energy in the task at hand.</p> <p>Hard work and the precise use of language are not expected or valued.</p> <p>Medium to low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>The classroom culture is characterized by little commitment to learning by the teacher or students.</p> <p>The teacher appears to be only “going through the motions,” and students indicate that they are interested in the completion of a task rather than the quality of the work.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work, and refers only in passing to the precise use of language.</p> <p>High expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>The classroom culture is a place where learning is valued by all; high expectations for both learning and hard work are the norm for most students.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning, hard work, and the precise use of language.</p>	<p>The classroom culture is a cognitively busy place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning for all students and insists on hard work; students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or assisting peers in their precise use of language.</p>

<p>3A – Communicating with Students</p> <ul style="list-style-type: none"> ● Expectations for learning ● Directions and procedures ● Explanations of content ● Use of oral and written language 	<p>Teacher's purpose in a lesson or unit is unclear to students.</p> <p>Teacher's directions and procedures are confusing to students.</p> <p>Teacher's explanation of the content is unclear or confusing or uses inappropriate language.</p> <p>Teacher's spoken language is inaudible, or written language is illegible.</p> <p>Spoken or written language contains errors of grammar or syntax.</p> <p>Vocabulary may be inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>Teacher attempts to explain the instructional purpose, with limited success.</p> <p>Teacher's directions and procedures are clarified after initial student confusion.</p> <p>Teacher's explanation of the content is uneven; some is done skillfully, but other portions are difficult to follow.</p> <p>Teacher's spoken language is audible, and written language is legible. Both are used correctly and conform to standard English.</p> <p>Vocabulary is correct but limited or is not appropriate to the students' ages or backgrounds.</p>	<p>Teacher's purpose for the lesson or unit is clear, including where it is situated within broader learning.</p> <p>Teacher's directions and procedures are clear to students</p> <p>Teacher's explanation of content is appropriate and connects with students' knowledge and experience.</p> <p>Teacher's spoken and written language is clear and correct and conforms to standard English. Vocabulary is appropriate to the students' ages and interests.</p>	<p>Teacher makes the purpose of the lesson or unit clear, including where it is situated within broader learning, linking that purpose to student interests.</p> <p>Teacher's directions and procedures are clear to students and anticipate possible student misunderstanding.</p> <p>Teacher's explanation of content is imaginative and connects with students' knowledge and experience.</p> <p>Students contribute to explaining concepts to their peers.</p> <p>Teacher's spoken and written language is correct and conforms to standard English. It is also expressive with well-chosen vocabulary that enriches the lesson. Teacher finds opportunities to extend students' vocabularies.</p>
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<p>3C – Engaging Students in Learning</p> <ul style="list-style-type: none"> Activities and assignments Student Groups Instructional materials and resources 	<p>The learning tasks/activities, materials, and resources are poorly aligned with the instructional outcomes, or require only rote responses, with only one approach possible.</p> <p>The groupings of students are unsuitable to the activities.</p> <p>The lesson has no clearly defined structure, or the pace</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students and little opportunity for them to explain their thinking, allowing most students to be passive or merely compliant.</p> <p>The groupings of students are moderately suitable to the</p>	<p>The learning tasks and activities are fully aligned with the instructional outcomes and are designed to challenge student thinking, inviting students to make their thinking visible. This technique results in active intellectual engagement by most students with important and challenging content and with teacher scaffolding to support that engagement.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and activities that require complex thinking by students.</p> <p>The teacher provides suitable scaffolding and challenges students to explain their thinking.</p> <p>There is evidence of some student initiation of inquiry and student contributions to the exploration of important content;</p>
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<ul style="list-style-type: none"> Structure and pacing 	<p>of the lesson is too slow or rushed</p>	<p>activities.</p> <p>The lesson has a recognizable structure; however, the pacing of the lesson may not provide students the time needed to be intellectually engaged or may be so slow that many students have a considerable amount of “downtime.”</p>	<p>The groupings of students are suitable to the activities.</p> <p>The lesson has a clearly defined structure, and the pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>students may serve as resources for one another.</p> <p>The lesson has a clearly defined structure, and the pacing of the lesson provides students the time needed not only to intellectually engage with and reflect upon their learning but also to consolidate their understanding</p>
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EVALUATION RUBRIC FOR CRITERIA #2-EFFECTIVE TEACHING PRACTICES

The teacher uses research-based instructional practices to meet the needs of all students

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
3B – Using Questioning and Discussion Techniques <ul style="list-style-type: none"> • Quality of questions • Discussion Techniques • Student Participation 	<p>The teacher's questions are of low cognitive challenge, with single correct responses, and are asked in rapid succession.</p> <p>Interaction between the teacher and students is predominantly recitation style, with the teacher mediating all questions and answers; the teacher accepts all contributions without asking students to explain their reasoning.</p> <p>Only a few students participate in the discussion.</p>	<p>The teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to ask some questions designed to engage students in thinking, but only a few students are involved.</p> <p>The teacher attempts to engage all students in the discussion, to encourage them to respond to one another, and to explain their thinking, with uneven results.</p>	<p>While the teacher may use some low-level questions, he poses questions designed to promote student thinking and understanding.</p> <p>The teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when doing so is appropriate.</p> <p>The teacher challenges students to justify their thinking and successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>The teacher uses a variety or series of questions or prompts to challenge students cognitively, advance high-level thinking and discourse, and promote metacognition.</p> <p>Students formulate many questions, initiate topics, challenge one another's thinking, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>
4A – Reflecting on Teaching <ul style="list-style-type: none"> • Accuracy • Use in Future Teaching 	<p>The teacher does not know whether a lesson was effective or achieved its instructional outcomes, or the teacher profoundly misjudges the success of a lesson.</p> <p>The teacher has no suggestions for how a lesson could be improved.</p>	<p>The teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>The teacher makes general suggestions about how a lesson could be improved.</p>	<p>The teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment.</p> <p>The teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>The teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each.</p> <p>Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

EVALUATION RUBRIC FOR CRITERIA #3-RECOGNIZING INDIVIDUAL STUDENT NEEDS

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

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1B – Demonstrating Knowledge of Students <ul style="list-style-type: none"> • Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' skills, knowledge, and language proficiency • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs 	<p>The teacher displays minimal understanding of how students learn—and little knowledge of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages—and does not indicate that such knowledge is valuable.</p>	<p>The teacher displays generally accurate knowledge of how students learn and of their varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages, yet may apply this knowledge not to individual students but to the class as a whole.</p>	<p>The teacher understands the active nature of student learning and attains information about levels of development for groups of students.</p> <p>The teacher also purposefully acquires knowledge from several sources about groups of students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.</p>	<p>The teacher understands the active nature of student learning and acquires information about levels of development for individual students.</p> <p>The teacher also systematically acquires knowledge from several sources about individual students' varied approaches to learning, knowledge and skills, special needs, and interests and cultural heritages.</p>

<p>3E – Demonstrating Flexibility and Responsiveness</p> <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence 	<p>The teacher ignores students' questions; when students have difficulty learning, the teacher blames them for their home environment for their lack of success.</p> <p>The teacher makes no attempt to adjust the lesson even when students don't understand the content.</p>	<p>The teacher accepts responsibility for the success of all students but has only a limited repertoire of strategies to use.</p> <p>Adjustment of the lesson in response to assessment is minimal or ineffective.</p>	<p>The teacher successfully accommodates students' questions and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning. If impromptu measures are needed, the teacher makes a minor adjustment to the lesson and does so smoothly.</p>	<p>The teacher seizes an opportunity to enhance learning, building on a spontaneous event or students' interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community, the teacher persists in seeking effective approaches for students who need help.</p>
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EVALUATION RUBRIC FOR CRITERIA #4-CLEAR AND INTENTIONAL FOCUS

Providing clear and intentional focus on subject matter content and curriculum

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1A – Demonstrating Knowledge of Content and Pedagogy <ul style="list-style-type: none"> Knowledge of content and structure of the discipline Knowledge of prerequisite relationships Knowledge of content-related pedagogy 	<p>In planning and practice, the teacher makes content errors or does not correct errors made by students.</p> <p>The teacher displays little understanding of prerequisite knowledge important to student learning of the content.</p> <p>The teacher displays little or no understanding of the range of pedagogical approaches suitable to student learning of the content.</p>	<p>The teacher is familiar with the important concepts in the discipline but displays a lack of awareness of how these concepts relate to one another.</p> <p>The teacher indicates some awareness of prerequisite learning, although such knowledge may be inaccurate or incomplete.</p> <p>The teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>The teacher displays solid knowledge of the important concepts in the discipline and how these relate to one another.</p> <p>The teacher demonstrates accurate understanding of prerequisite relationships among topics.</p> <p>The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the subject.</p>	<p>The teacher displays extensive knowledge of the important concepts in the discipline and how these relate both to one another and to other disciplines.</p> <p>The teacher demonstrates understanding of prerequisite relationships among topics and concepts and understands the link to necessary cognitive structures that ensure student understanding.</p> <p>The teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline and the ability to anticipate student misconceptions.</p>

1C – Setting Instructional Outcomes <ul style="list-style-type: none"> • Value, sequence, and alignment • Clarity • Balance • Suitability for diverse students 	<p>The outcomes represent low expectations for students and lack of rigor, and not all of these outcomes reflect important learning in the discipline. They are stated as student activities, rather than as outcomes for learning.</p> <p>Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.</p>	<p>Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities.</p> <p>Outcomes reflect several types of learning, but the teacher has made no effort at coordination or integration. Outcomes, based on global assessments of student</p>	<p>Most outcomes represent rigorous and important learning in the discipline and are clear, are written in the form of student learning, and suggest viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and opportunities for coordination, and they are differentiated, in whatever way is needed, for different groups of students.</p>	<p>All outcomes represent high-level learning in the discipline. They are clear, are written in the form of student learning, and permit viable methods of assessment.</p> <p>Outcomes reflect several different types of learning and, where appropriate, represent both coordination and integration.</p> <p>Outcomes are differentiated, in whatever way is needed, for individual students.</p>
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		learning, are suitable for most of the students in the class.		
1D – Demonstrating Knowledge of Resources <ul style="list-style-type: none"> • Resources for classroom use • Resources to extend content knowledge and pedagogy • Resources for students 	<p>The teacher is unaware of resources to assist student learning beyond materials provided by the school or district, nor is the teacher aware of resources for expanding one's own professional skill.</p>	<p>The teacher displays some awareness of resources beyond those provided by the school or district for classroom use and for extending one's professional skill but does not seek to expand this knowledge.</p>	<p>The teacher displays awareness of resources beyond those provided by the school or district, including those on the Internet, for classroom use and for extending one's professional skill, and seeks out such resources.</p>	<p>The teacher's knowledge of resources for classroom use and for extending one's professional skill is extensive, including those available through the school or district, in the community, through professional organizations and universities, and on the Internet.</p>

<p>1E – Designing Coherent Instruction</p> <ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure 	<p>Learning activities are poorly aligned with the instructional outcomes, do not follow an organized progression, are not designed to engage students in active intellectual activity, and have unrealistic time allocations.</p> <p>Instructional groups are not suitable to the activities and offer no variety.</p>	<p>Some of the learning activities and materials are aligned with the instructional outcomes and represent moderate cognitive challenge, but with no differentiation for different students. Instructional groups partially support the activities, with some variety.</p> <p>The lesson or unit has a recognizable structure; but the progression of activities is uneven, with only some reasonable time allocations.</p>	<p>Most of the learning activities are aligned with the instructional outcomes and follow an organized progression suitable to groups of students.</p> <p>The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students and varied use of instructional groups.</p>	<p>The sequence of learning activities follows a coherent sequence, is aligned to instructional goals, and is designed to engage students in high-level cognitive activity. These are appropriately differentiated for individual learners.</p> <p>Instructional groups are varied appropriately, with some opportunity for student choice.</p>
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EVALUATION RUBRIC FOR CRITERIA #5-SAFE AND POSITIVE LEARNING ENVIRONMENT

Fostering and managing a safe, positive learning environment

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
2A – Creating an environment of Respect and Rapport <ul style="list-style-type: none"> Teacher interaction with students, including both words and actions Student interactions with other students, including both words and actions 	<p>Patterns of classroom interactions, both between teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels.</p> <p>Student interactions are characterized by sarcasm, put-downs, or conflict. The teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between teacher and students and among students, are generally appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels.</p> <p>Students rarely demonstrate disrespect for one another. The teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>Teacher-student interactions are friendly and demonstrate general caring and respect. Such interactions are appropriate to the ages, cultures, and developmental levels of the students.</p> <p>Interactions among students are generally polite and respectful, and students exhibit respect for the teacher. The teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite, respectful, and businesslike, though students may be somewhat cautious about taking intellectual risks.</p>	<p>Classroom interactions between teacher and students and among students are highly respectful, reflecting genuine warmth, caring, and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civility among all members of the class. The net result is an environment where all students feel valued and are comfortable taking intellectual risks.</p>

2C – Managing Classroom Procedures <ul style="list-style-type: none"> ● Management of instructional groups ● Management of transitions ● Management of materials and supplies 	<p>Much instructional time is lost due to inefficient classroom routines and procedures. T</p> <p>There is little or no evidence of the teacher’s managing instructional groups and transitions and/or handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>Some instructional time is lost due to partially effective classroom routines and procedures.</p> <p>The teacher’s management of instructional groups and transitions, or handling of materials and supplies, or both, are inconsistent, leading to some disruption of learning.</p>	<p>There is little loss of instructional time due to effective classroom routines and procedures.</p> <p>The teacher’s management of instructional groups and transitions, or handling of materials and supplies, or both, are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized due to efficient and seamless classroom routines and procedures.</p> <p>Students take initiative in the management of instructional groups and transitions, and/or the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
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<ul style="list-style-type: none"> ● Performance of classroom routines 		<p>With regular guidance and prompting, students follow established routines.</p>		
2D – Managing Student Behavior <ul style="list-style-type: none"> ● Expectations ● Managing and Response to student behavior 	<p>There appear to be no established standards of conduct, or students challenge them.</p> <p>There is little or no teacher monitoring of student behavior, and response to students’ misbehavior is repressive or disrespectful of student dignity.</p>	<p>Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>The teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p>	<p>Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, and respectful to students and is effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and/or that of other students against standards of conduct.</p> <p>Teacher monitoring of student behavior is subtle and preventive.</p> <p>The teacher’s response to student misbehavior is sensitive to individual student needs and respects students’ dignity.</p>

<p>2E-</p> <p>Organizing Physical space</p> <ul style="list-style-type: none"> • Safety and accessibility • Arrangement of furniture and use of physical resources 	<p>The classroom environment is unsafe, or learning is not accessible to many.</p> <p>There is poor alignment between the arrangement of furniture and resources, including computer technology, and the lesson activities.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher makes modest use of physical resources, including computer technology.</p> <p>The teacher attempts to adjust the classroom furniture for a lesson or, if necessary, to adjust the lesson to the furniture, but with limited effectiveness.</p>	<p>The classroom is safe, and students have equal access to learning activities.</p> <p>The teacher ensures that the furniture arrangement is appropriate to the learning activities and uses physical resources, including computer technology, effectively.</p>	<p>The classroom environment is safe, and learning is accessible to all students, including those with special needs.</p> <p>The teacher makes effective use of physical resources, including computer technology.</p> <p>The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
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EVALUATION RUBRIC FOR CRITERIA #6-MULTIPLE DATA ELEMENTS

Using multiple student data elements to modify instruction and improve student learning

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1F – Designing Student Assessments <ul style="list-style-type: none"> • Congruence with Instructional outcomes • Criteria and standards • Design of formative assessments • Use for Planning 	<p>Assessment procedures are not congruent with instructional outcomes and lack criteria by which student performance will be assessed. The teacher has no plan to incorporate formative assessment in the lesson or unit.</p>	<p>Assessment procedures are partially congruent with instructional outcomes. Assessment criteria and standards have been developed, but they are not clear. The teacher's approach to using formative assessment is rudimentary, including only some of the instructional outcomes.</p>	<p>All the instructional outcomes may be assessed by the proposed assessment plan; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. The teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p>	<p>All the instructional outcomes may be assessed by the proposed assessment plan, with clear criteria for assessing student work. The plan contains evidence of student contribution to its development. Assessment methodologies have been adapted for individual students as the need has arisen. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information.</p>

3D – Using Assessment In Instruction <ul style="list-style-type: none"> ● Assessment Criteria ● Monitoring of student learning ● Feedback to students ● Student self-assessment and monitoring of progress 	<p>Students do not appear to be aware of the assessment criteria, and there is little or no monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not engage in self- or peer assessment.</p>	<p>Students appear to be only partially aware of the assessment criteria, and the teacher monitors student learning for the class as a whole.</p> <p>Questions and assessments are rarely used to diagnose evidence of learning. Feedback to students is general, and few students assess their own work.</p>	<p>Students appear to be aware of the assessment criteria, and the teacher monitors student learning for groups of students.</p> <p>Questions and assessments are regularly used to diagnose evidence of learning.</p> <p>Teacher feedback to groups of students is accurate and specific; some students engage in self-assessment.</p>	<p>Assessment is fully integrated into instruction, through extensive use of formative assessment.</p> <p>Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Questions and assessments are used regularly to diagnose evidence of learning by individual students.</p> <p>A variety of forms of feedback, from both teacher and peers, is accurate and specific and advances learning.</p> <p>Students self-assess and monitor their own progress.</p>
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				<p>The teacher successfully differentiates instruction to address individual students' misunderstandings.</p>
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<p>4B – Maintaining Accurate Records</p> <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records 	<p>The teacher’s system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>The teacher’s records for non-instructional activities are in disarray, the result being errors and confusion.</p>	<p>The teacher’s system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>The teacher’s records for non-instructional activities are adequate but inefficient and, unless given frequent oversight by the teacher, prone to errors.</p>	<p>The teacher’s system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.</p>	<p>The teacher’s system for maintaining information on student completion of assignments, student progress in learning, and no instructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>
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EVALUATION RUBRIC FOR CRITERIA #7-COLLABORATION WITH PARENTS AND SCHOOL COMMUNITY

Communicating and collaborating with parents and school community

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4C – Communicating With Families <ul style="list-style-type: none"> Information about the instructional program Information about individual students Engagement of families in the instructional program 	<p>Teacher provides little or no information about the instructional program to families.</p> <p>Teacher provides minimal information to families about individual students, or the communication is inappropriate to the cultures of the families.</p> <p>Teacher does not respond, or responds insensitively, to family concerns about students.</p> <p>Teacher makes no attempt to engage families in the instructional program, or such efforts are inappropriate.</p>	<p>Teacher participates in the school's activities for family communication but offers little additional information.</p> <p>Teacher adheres to the school's required procedures for communicating with families. Responses to family concerns are minimal or may reflect occasional insensitivity to cultural norms.</p> <p>Teacher makes modest and partially successful attempts to engage families in the instructional program.</p>	<p>Teacher provides frequent information to families, as appropriate, about the instructional program.</p> <p>Teacher communicates with families about students' progress on a regular basis, respecting cultural norms, and is available as needed to respond to family concerns.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>	<p>Teacher provides frequent information to families, as appropriate, about the instructional program. Students participate in preparing materials for their families.</p> <p>Teacher provides information to families frequently on student progress, with students contributing to the design of the system. Response to family concerns is handled with great professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that could be enhanced by family participation.</p>

EVALUATION RUBRIC FOR CRITERIA #8-COLLABORATIVE AND COLLEGIAL PRACTICES

Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

ELEMENT	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
4D – Participating in the Professional Community <ul style="list-style-type: none"> Relationships with colleagues Involvement in a culture of professional inquiry Service to the school Participation in school and district projects 	<p>The teacher's relationships with colleagues are negative or self-serving.</p> <p>The teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>The teacher avoids becoming involved in school events or school and district projects.</p>	<p>The teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>The teacher participates in the school's culture of professional inquiry when invited to do so.</p> <p>The teacher participates in school events and school and district projects when specifically asked.</p>	<p>The teacher's relationships with colleagues are characterized by mutual support and cooperation; the teacher actively participates in a culture of professional inquiry.</p> <p>The teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>The teacher's relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty.</p> <p>The teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>The teacher volunteers to participate in school events and district projects, making a substantial contribution and assuming a leadership role in at least one aspect of school or district life.</p>

<p>4E – Growing and Developing Professionally</p> <ul style="list-style-type: none"> ● Enhancement of content knowledge and pedagogical skill ● Receptivity to feedback from colleagues ● Service to the profession 	<p>The teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>The teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>The teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>The teacher participates to a limited extent in professional activities when they are convenient.</p> <p>The teacher engages in a limited way with colleagues and supervisors in professional conversation about practice, including some feedback on teaching performance.</p>	<p>The teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>The teacher actively engages with colleagues and supervisors in professional conversation about practice, including feedback about practice.</p> <p>The teacher participates actively in assisting other educators and looks for ways to contribute to the profession.</p>	<p>The teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>The teacher solicits feedback on practice from both supervisors and colleagues.</p> <p>The teacher initiates important activities to contribute to the profession..</p>
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		<p>The teacher finds limited ways to assist other teachers and contribute to the profession.</p>		
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<p>4F – Showing Professionalism</p> <ul style="list-style-type: none"> ● Integrity and ethical conduct ● Service to students ● Advocacy ● Decision making ● Compliance with school and district regulations 	<p>The teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>The teacher is not alert to students' needs and contributes to school practices that result in some students being ill served by the school.</p> <p>The teacher makes decisions and recommendations that are based on self-serving interests.</p> <p>The teacher does not comply with school and district regulations.</p>	<p>The teacher is honest in interactions with colleagues, students, and the public.</p> <p>The teacher's attempts to serve students are inconsistent, and unknowingly contribute to some students being ill served by the school.</p> <p>The teacher's decisions and recommendations are based on limited though genuinely professional considerations.</p> <p>The teacher must be reminded by supervisors about complying with school and district regulations.</p>	<p>The teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>The teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>The teacher maintains an open mind in team or departmental decision making.</p> <p>The teacher complies fully with school and district regulations.</p>	<p>The teacher can be counted on to hold the highest standards of honesty, integrity, and confidentiality and takes a leadership role with colleagues.</p> <p>The teacher is highly proactive in serving students, seeking out resources when needed.</p> <p>The teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school.</p> <p>The teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.</p> <p>The teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>
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Date of Observation: _____ Time of Observation _____ Employee Signature: _____

Date of Conference: _____ Evaluator Signature: _____

APPENDIX D-2.1

Classroom Teacher Evaluation Final Comprehensive Evaluation

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

EVALUATION / 90 DAY /ANNUAL EVALUATION
REPORT

Teacher

Grade Level (s)

Evaluator

Date

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a "Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					
Enter "total score" under each column					Total Criteria 1 Score
Overall Rating Range	3	4-6	7-9	10-12	

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning/Prompts and Discussion					Add Scores From All Columns To Get a “Total Score”
4a Reflecting and Teaching					
Enter “total score” under each column					Total Criteria 2 Score
Overall Rating Range	2	3-4	5-6	7-8	

Comment:

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students					Add Scores From All Columns To Get a "Total Score"
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Total Criteria 3 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Comment:

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					Add Scores From All Columns To Get a "Total Score"
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
Enter "total score" under each column					Total Criteria 4 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Comment:

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a "Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Enter "total score" under each column					Total Criteria 5 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Comment:

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					Add Scores From All Columns To Get a "Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Total Criteria 6 Score
Overall Rating Range	5-7	8-11	12-17	18-20	

Comment:

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					Add Scores From All Columns To Get a "Total Score"
Enter "total score" under each column	1	2	3	4	

Comment:

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					Add Scores From All Columns To Get a "Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					
Enter "total score" under each column					Total Criteria 8 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Comment:

FINAL SUMMARY					Criteria Score (1, 2, 3, or 4)
Criteria 1: Centering Instruction On High Expectations For Student Achievement.					
Criteria 2: Demonstrating Effective Teaching Practices.					
Criteria 3: Recognizing Individual Student Learning.					
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum.					
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment.					
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning.					
Criteria 7: Communicating and Collaborating with Parents and the School Community.					
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning.					
Enter "total criteria score"					
Preliminary summative rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating
Overall "Rating Range"	8-14	15-21	22-28	29-32	
Student Growth	3.1	3.2	6.1	6.2	8.1
Score					
	LOW	Average	High		Student Growth Rating
Overall Student Growth "Rating Range"	5-12	13-17	18-20		

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.2

Classroom Teacher Evaluation Final Focused Evaluation Criteria 1

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK
CLASSROOM TEACHER OBSERVATION/EVALUATION FORM
OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning					Add Scores From All Columns To Get a "Total Score"
3a Communicating with Students					
3c Engaging Students in Learning					
Enter "total score" under each column					Total Criteria 1 Score
Overall Rating Range	3	4-6	7-9	10-12	

Student Growth Goal from Criteria 3 or 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 or 6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
3.2 or 6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 1: Centering Instruction On High Expectations For Student Achievement.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.3

Classroom Teacher Evaluation Final Focused Evaluation Criteria 2

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK
CLASSROOM TEACHER OBSERVATION/EVALUATION FORM
OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning/Prompts and Discussion					Add Scores From All Columns To Get a "Total Score"
4a Reflecting and Teaching					
Enter "total score" under each column					Total Criteria 2 Score
Overall Rating Range	2	3-4	5-6	7-8	

Student Growth Goal from Criteria 3 or 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 or 6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
3.2 or 6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 2: Demonstrating Effective Teaching Practices	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.4

Classroom Teacher Evaluation Final Focused Evaluation Criteria 3

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK
CLASSROOM TEACHER OBSERVATION/EVALUATION FORM
OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students					Add Scores From All Columns To Get a "Total Score"
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Total Criteria 3 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Student Growth Goal from Criteria 3	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
3.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 3: Recognizing Individual Student Learning	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.5

Classroom Teacher Evaluation Final Focused Evaluation Criteria 4

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK
CLASSROOM TEACHER OBSERVATION/EVALUATION FORM
OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					Add Scores From All Columns To Get a “Total Score”
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
Enter “total score” under each column					Total Criteria 4 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Student Growth Goal from Criteria 3 or 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 or 6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a “Total Score”
3.2 or 6.2 Achievement of Student Growth Goal(s)					
Enter “total score” under each column		Low	Average	High	Growth Score
Overall Rating Range		1-3	4-6	7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.6

Classroom Teacher Evaluation Final Focused Evaluation Criteria 5

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					Add Scores From All Columns To Get a "Total Score"
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Enter "total score" under each column					Total Criteria 5 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Student Growth Goal from Criteria 3 or 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 or 6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
3.2 or 6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.7

Classroom Teacher Evaluation Final Focused Evaluation Criteria 6

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher	Grade Level (s)
Evaluator	Date

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					Add Scores From All Columns To Get a "Total Score"
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Total Criteria 6 Score
Overall Rating Range	5-7	8-11	12-17	18-20	

Student Growth Goal from Criteria 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Final Rating
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.8

Classroom Teacher Evaluation Final Focused Evaluation Criteria 7

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher

Grade Level (s)

Evaluator

Date

Criteria 7: Communicating and Collaborating with Parents and the School Community.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					Add Scores From All Columns To Get a "Total Score"
Enter "total score" under each column					Total Criteria 7 Score
Overall Rating Range					

Student Growth Goal from Criteria 3 or 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 or 6.1 Establish Student Growth Goal(s)					Add Scores From All Columns To Get a "Total Score"
3.2 or 6.2 Achievement of Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1-3	Average 4-6	High 7-8	

Comment:

FINAL SUMMARY	Criteria Score
Criteria 7: Communicating and Collaborating with Parents and the School Community.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-2.9

Classroom Teacher Evaluation Final Focused Evaluation Criteria 8

TOPPENISH SCHOOL DISTRICT/DANIELSON FRAMEWORK CLASSROOM TEACHER OBSERVATION/EVALUATION FORM

OBSERVATION / 90 DAY /ANNUAL EVALUATION

Teacher

Grade Level (s)

Evaluator

Date

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					Add Scores From All Columns To Get a "Total Score"
4e Growing and Developing Professionally					
4f Showing Professionalism					
Enter "total score" under each column					Total Criteria 8 Score
Overall Rating Range	4-5	6-9	10-13	14-16	

Student Growth Goal from Criteria 8	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
8.1 Establish Team Student Growth Goal(s)					
Enter "total score" under each column					Growth Score
Overall Rating Range		Low 1	Average 2-3	High 4	

Comment:

FINAL SUMMARY	Final Rating
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning.	
Overall Student Growth Rating	

The teacher's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Based on a collection of artifacts and observations conducted on the following dates:

Evaluator Signature

Date

Employee Signature

Date

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but does not necessarily imply agreement.

APPENDIX D-3 - PROFESSIONAL GROWTH OBSERVATION WORKSHEET – SUPPORT PERSONNEL – *revised 04*

EMPLOYEE: _____ EVALUATOR : _____
 Name _____ Position _____ Name _____ Title _____
 _____ Building _____ Observation Date _____

Introduction: This worksheet is to serve as a discussion focus between the evaluator and employee and is to be filled out by the evaluator during the evaluation observation. It is to provide an instrument for goal setting during the school year and will not be included as part of the employee's permanent record.

S = Satisfactory NI = Needs Improvement U = Unsatisfactory
NA = Non-applicable

EVALUATION CRITERIA

I KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

Each ESA employee demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu by:

1. Providing a theoretical rationale for the use of various procedures.

S NI U NA

COMMENTS: _____

2. Demonstrating understanding of the basic principles of human growth and development.

S NI U NA

COMMENTS: _____

3. Demonstrating awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

S NI U NA

COMMENTS: _____

- 4 Relating and applying knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

S NI U NA

COMMENTS: _____

II. SPECIALIZED SKILLS.

Each ESA employee demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation by:

1. Designing and conducting a program providing specific and unique services within the individual's specific discipline.

S NI U NA

COMMENTS: _____

2. Demonstrating ability to synthesize and integrate testing and non-testing data concerning the student by: a) helping students integrate and assimilate data; b) helping others involved with the student interpret and use data appropriately and accurately; and, c) helping other specialists by providing case study materials.

S NI U NA

COMMENTS: _____

3. Administering assessment procedures or to organize and prepare those who will administer assessment procedures.

S NI U NA

COMMENTS: _____

4. Demonstrating ability to assist classroom teachers and administrators integrate specialized information into the regular curricular program.

S NI U NA

COMMENTS: _____

5. Developing goals and objectives consistent with the District-level goals and objectives which will facilitate the implementation of programs and services.

S NI U NA

COMMENTS: _____

III MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Each ESA employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs by:

1. Selecting or recommending testing and non-testing devices, materials, equipment appropriate to student needs.

S NI U NA

COMMENTS: _____

2. Demonstrating the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.

S NI U NA

COMMENTS: _____

3. Using comparative and interpretive data.

S NI U NA

COMMENTS: _____

4. Creating an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and District policies.

S NI U NA

COMMENTS: _____

IV THE ESA PERSON AS A PROFESSIONAL

Each ESA employee demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth by:

1. Demonstrating awareness of the law as it relates to area of specialization.

S NI U NA

COMMENTS: _____

2. Demonstrating awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the ESA's competence area.

S NI U NA

COMMENTS: _____

3. Demonstrating commitment to school and professional activities
*(attends District and state meetings, consortium activities,
participates on special committees, etc.)*

S NI U NA

COMMENTS: _____

4. Demonstrating commitment to the concept of the career-long
professional growth by participation in workshops and seminars or
graduate study.

S NI U NA

COMMENTS: _____

**V. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL
PERSONNEL.**

Each ESA employee demonstrates an acceptable level of performance in offering specialized assistance
in identifying those needing specialized programs by:

1. Consulting with other employees, school personnel, and parents
concerning the development, coordination, and/or extension of
services to those needing specialized programs.

S NI U NA

COMMENTS: _____

2. Planning and developing support program to serve the preventive
and developmental needs of the school population and the special
needs for some students.

S NI U NA

COMMENTS: _____

3. Interpreting characteristics and needs of student to parents, staff and community, in group and individual settings via oral and written communications.

S NI U NA

COMMENTS: _____

VI EFFORT TOWARD IMPROVEMENT WHEN NEEDED

1. Participates in in-service and career development activities.

S NI U NA

2. Participates in continuing education and training initiated by the employee.

S NI U NA

3. Follows through with recommendations made in evaluations.

S NI U NA

4. Sets personal goals.

S NI U NA

COMMENTS: _____

VII FACTORS AFFECTING PERFORMANCE

1. Is the student load sufficient to accomplish learning goals?

S NI U NA

2. Is there sufficient availability of supplies and equipment for the instructional program?

S NI U NA

3. Are there adequate physical facilities and location to accommodate the earning environment?

S NI U NA

- | | | | | | |
|----|--|---|----|---|----|
| 4. | Is sufficient preparation time provided the employee? | S | NI | U | NA |
| 5. | Is there adequate administrative support provided in dealing with discipline problems? | S | NI | U | NA |

COMMENTS: _____

DATE OF OBSERVATION CONFERENCE _____

EVALUATOR'S SIGNATURE _____

EMPLOYEE'S SIGNATURE _____

The employee's signature indicates that he/she has read and discussed the observation in a conference, but does not necessarily imply agreement.

APPENDIX D-4 - EVALUATION REPORT - SUPPORT

PERSONNEL - *revised 95*

NAME _____ Type of Evaluation _____
Annual
SCHOOL _____ 90-Day
Special Conditions _____ Other
TEACHING ASSIGNMENT _____
(If less than full time, specify.)

It is my judgment, based upon adopted criteria, that this employee's overall performance has been
(*satisfactory or unsatisfactory*) during the evaluation period.

SUPERVISOR'S SIGNATURE _____

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred
on the dates and for the durations indicated as follows:

STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT

CRITERIA

(Refer to list of Criteria)

(Comments must be made in each category)

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	
SPECIALIZED SKILLS	
MANAGEMENT OF SPECIAL & TECHNICAL ENVIRONMENT	
THE SUPPORT PERSON AS A PROFESSIONAL	
INVOLVEMENT IN ASSISTING PUPILS, PARENTS & EDUCATIONAL PERSONNEL	
EFFORT TOWARD IMPROVEMENT WHEN NEEDED	

ADDITIONAL COMMENTS

The employee's signature indicates that he/she has read and discussed the evaluation in a conference, but
does not necessarily imply agreement.

Date

Employee

APPENDIX D-5 - EVALUATION FORM - SUPPORT PERSONNEL (Short Form for Employees) -
revised 95

*(May be used with any employee having three (3) or more years of satisfactory
evaluation)*

=====

Employee		Evaluator	
Name _____	Position _____	Name _____	Title _____
_____	Building _____	Observation date(s)/time _____	
_____	_____	_____	

=====

EVALUATION CRITERIA

- | | | |
|-----|---|---|
| I | Knowledge and scholarship in special field | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |
| II | Specialized skills | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |
| III | Management of special and technical environment | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |
| IV | The support person as a professional | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |
| V | Involvement in assisting pupils, parents
and educational personnel | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |
| VI | Effort toward improvement when needed | <input type="checkbox"/> satisfactory <input type="checkbox"/> unsatisfactory |

APPENDIX D-6 - EVALUATION REPORT – School Psychologists - *revised 2021*

School Psychologists Framework - Toppenish School District (Modified from Danielson)					
Psychologist:	Evaluator:			Date:	
Criterion 1: Knowledge and Scholarship in a Special Field					
	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
1a: Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students.	Psychologist uses a limited number of psychological instruments to evaluate students.	Psychologist uses a variety of psychological instruments to evaluate students and determines accurate eligibility under IDEA. Psychologist knows the situations in which each instrument should be used.	Psychologist meets "proficient criterion" and can clearly justify reasons for administration of the instrument.	
1b: Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology	Psychologist demonstrates limited knowledge of child and adolescent development and psychopathology.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology as it relates to psycho-educational evaluations.	Psychologist demonstrates thorough knowledge of child and adolescent development and psychopathology and knows variations of the typical patterns (beyond psycho-educational evaluations)	
1d: Demonstrating knowledge of district and state guidelines and federal laws	Psychologist demonstrates little or no knowledge of special education laws and guidelines.	Psychologist demonstrates limited knowledge of special education laws and guidelines.	Psychologist demonstrates thorough knowledge of special education laws and guidelines.	Psychologist meets "proficient criterion" and takes a leadership role in reviewing and revising district guidelines.	
1e: Demonstrating knowledge of resources, both within and beyond the school and district	Psychologist demonstrates little or no knowledge of resources for students available through the school or district	Psychologist demonstrates limited knowledge of resources for students available through the school or district.	Psychologist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources in the larger community.	Psychologist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.	
Criterion 2: Specialized Skills					
	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
2d: Establishing standards of conduct in the testing environment	Inconsistent standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.	Standards of conduct appear to have been established in the testing environment. Psychologist's attempts to monitor and correct negative student behavior during an evaluation are partially successful.	Standards of conduct have been established in the testing environment. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful. Correction of negative student behavior during evaluation is successful a majority of the time.	Standards of conduct have been established for the testing environment. Psychologist's monitoring of students is preventive, and students engage in developmentally appropriate self-monitoring of behavior.	
3b: Evaluating student needs in compliance with IDEA and district procedures	Psychologist resists administering evaluations, selects instruments inappropriate to the situation, or does not follow established procedures and guidelines.	Psychologist attempts to administer appropriate evaluation instruments to students but does not always follow established procedures and guidelines.	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and guidelines are faithfully adhered to.	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions and conducts information sessions with colleagues to ensure that they fully understand and comply with procedures and guidelines.	
3c: Leading the evaluation team process	Psychologist poorly leads the evaluation team, failing to communicate with team members.	Psychologist assumes leadership of the evaluation team as a standard expectation with insufficient progress towards a completed evaluation.	Psychologist effectively leads the evaluation team. Psychologist responds to evaluation team members to facilitate timely evaluation progress and takes initiative in assembling materials for meetings.	Psychologist meets "proficient criterion" and informs team members of timelines.	
	Psychologist neglects to collect	Psychologist collects most of the relevant information on which to	Psychologist collects all of the	Psychologist is proactive in collecting	

3d: Collecting information and writing evaluations	relevant information on which to base recommendations. Evaluation reports are inaccurate, and unclear or not tailored to the audience.	relevant information on which to base recommendations. Evaluation reports are accurate but lacking in clarity or are somewhat tailored to the audience.	relevant and critical information on which to base recommendations. Evaluation reports are accurate, clear, and tailored to the audience.	relevant information, interviewing teachers and parents if necessary. Evaluation reports are accurate and clearly written and are tailored for the audience and interpreted with a high level of expertise.	
Criterion 3: Management of Special and Technical Environment					
	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
1c: Establishing professional goals appropriate to the setting and the students served	Psychologist has no clear professional goals, or they are inappropriate to either the situation or the individual needs of the students.	Psychologist's professional goals are minimal and are partially suitable to the situation and the individual needs of the students.	Psychologist's professional goals are clear and appropriate to the situation and to the individual needs of the students.	Psychologist's professional goals meet the "proficient criterion" and have been developed following consultations with students, parents, and colleagues.	
2b: Organizing time effectively	Psychologist fails to set priorities, resulting in confusion, missed deadlines, and conflicting schedules.	Psychologist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner.	Psychologist sets priorities, resulting in clear schedules and important work being accomplished in an efficient manner. Teachers and students have been consulted about testing times.	Psychologist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students have been consulted about testing times.	
2c: Establishing or maintaining a clear process for managing special education referrals	Psychologist has not established or does not maintain consistent process for managing referrals. Psychologist fails to provide information when a referral is made.	Psychologist has established or maintained processes for managing referrals, but the details are unclear to the evaluation team members.	Psychologist has established a consistent process for managing referrals and the details are made clear and shared with the evaluation team.	Psychologist meets "proficient criterion" and proactively communicates and collaborates with the evaluation team members throughout the process.	
2e: Organizing physical space for testing of students and storage of materials	The testing environment is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed.	Materials in the testing environment are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing environment is well organized and includes purposeful supports that elicit positive behaviors and interactions; materials are available when needed.	The testing environment is highly organized and is inviting to students. Purposeful supports are fully integrated and smoothly elicit positive behaviors and interactions. Materials are convenient when needed.	
Criterion 4: Support Person as a Professional					
	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
3e: Maintaining contact with physicians and community service providers	Psychologist does not maintain contact with physicians and community service providers.	Psychologist maintains occasional contact with physicians and community service providers.	Psychologist maintains ongoing contact with physicians and community service providers and initiates contact when needed.	Psychologist meets "proficient criterion" and incorporates shared information into the team planning process.	
4a: Reflecting on practice	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving.	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved.	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the psychology program might be improved.	Psychologist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Psychologist draws on an extensive repertoire to suggest alternative strategies and has a plan to implement them.	
	Psychologist's relationship with	Psychologist's relationships with colleagues are	Psychologist maintains a positive and productive		

4c: Participating in a professional community	colleagues are negative or self-serving, and psychologist avoids being involved in school and district events and projects.	cordial, and psychologist participates in the following, in order of priority: 1) school events; 2) projects and committees; or 3) district events when specifically asked to do so.	relationship with colleagues." Psychologist participates in the following, in order of priority: 1) school events; 2) projects and committees; or 3) district events when specifically asked to do so.	Psychologist meets "proficient criterion" and assumes a leadership role with colleagues	
4d: Engaging in professional development	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the ongoing development of skills.	Psychologist's participation in professional development activities is limited to those that are convenient or are required.	Psychologist seeks out opportunities for professional development based on an individual assessment of need.	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues.	
4e: Showing professionalism, including integrity, advocacy, and maintaining confidentiality	Psychologist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms principals of confidentiality.	Psychologist displays high standards of honest, integrity, and confidentiality in interactions with colleagues, students, and the public and dvocates for students when needed.	Psychologist can be counted on to hold the highest exemplary standards of honesty, integrity, and confidentiality and to advocate for students, taking a leadership role with colleagues in demonstrating ethical practices.	
Criterion 5: Involvement in Assisting Pupils, Parents, and Educational Personnel					
	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
2a: Establishing rapport with students	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable working with psychologist	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful	Psychologist's interactions with students are positive and respectful; students appear comfortable working with the psychologist	Psychologist's interactions with students are positive and respectful, reflecting a high degree of comfort and trust in the working relationship with the psychologist	
3a: Responding to referrals; consulting with teachers and administrators	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral.	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral.	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral.	
4b: Communicating with families	Psychologist fails to communicate with families or communicates in an insensitive manner.	Psychologist's communication with families is partially successful; but there are occasional insensitivities to cultural and linguistic traditions.	Psychologist communicates with families doing so in a manner sensitive to cultural and linguistic traditions.	Psychologist communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust.	
Noteworthy feedback or comments on psychologist's unique service delivery: Feedback here					

APPENDIX D-7 - EVALUATION REPORT – Special Education Inclusion Specialist w/ Case Manager - *revised 2021*

Special Education Inclusion Specialist with Case Management, Skills 1-7

1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students.

Danielson: Instructional Specialist (1b, 1d, 1e) & Special Education Teacher (1b, 1c, 1d, 1e)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
1.a Knowledgeable about students with disabilities.	Has little to no knowledge about students with disabilities they serve and their IEPs.	Has limited knowledge about some students with disabilities they serve and their IEPs.	Is knowledgeable about all students with disabilities they serve and their IEP.	Is knowledgeable about all students with disabilities they serve and their IEP. In addition, proactively seeks to learn more and shares that knowledge with colleagues.
1.b Provides instructional recommendations to support students.	Does not provide instructional recommendations to support students with disabilities in the classroom.	Provides minimal instructional recommendations to support some students with disabilities in the classroom.	Provides instructional recommendations to best support all students with disabilities in the classroom.	Consistently and constantly provides instructional recommendations to best support all students with disabilities in the classroom.
1.c Seeks out resources and shares knowledge with colleagues.	Does not seek out resources and doesn't share their knowledge with colleagues.	When asked or pressured by others, will seek out resources and share some knowledge with colleagues.	Seeks out a wide range of resources and shares their knowledge with colleagues.	Proactively and consistently seeks out a wide range of resources and shares their knowledge with colleagues.
1.d Ensures special education	Does not ensure that special education students receive services as	Sometimes ensures that special education students receive services as	Ensures that all special education students receive services as identified in the	Ensures that all special education students receive services as identified in the IEP and proactively

students receive IEP services.	identified in the IEP.	identified in the IEP.	IEP.	advocates for the student.
<p>1.e</p> <p>Supports students with disabilities in the classroom through a variety of modalities.</p>	Does not support students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports some students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service. In addition, extends that support to students without disabilities as well.
<p>1.f</p> <p>Works with colleagues to provide input for IEPs.</p>	Does not work with colleagues to design individualized education plans.	Works with some colleagues to design individualized education plans.	Works with all colleagues to design individualized education plans that build on student strengths.	Works with all colleagues to design individualized education plans that build on student strengths and promote student growth/success.
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 1 Score				

2. Collaborators who work with various professionals to provide specially designed instruction in the students' least restrictive environment.

Danielson: Instructional Specialist (2a, 2b, 2c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
<p>2.a</p> <p>Building relationships with colleagues.</p>	<p>Does not build relationships for respectful collaboration with colleagues.</p> <p>*Contributing evidence may include: Does not attend PLCs, does not invite feedback on modified materials, does not create materials based on student needs, etc.</p>	<p>Builds some relationships for respectful collaboration with some colleagues.</p> <p>*Contributing evidence may include: Attending some PLCs, inviting some feedback on modified materials, creating some materials based on student needs, etc.</p>	<p>Builds relationships that foster respectful and safe collaboration amongst many colleagues.</p> <p>*Contributing evidence may include: Attending PLCs, inviting feedback on modified materials, creating materials based on student needs & teacher request/insight, etc.</p>	<p>Proactively builds relationships that foster respectful and safe collaboration amongst many colleagues.</p> <p>*Contributing evidence may include: Meeting with colleagues intentionally in addition to other scheduled meetings, inviting feedback and having intentional dialogue on modified materials, classroom walkthroughs that are not initiated by the general education teacher to assist with students, etc.</p>
<p>2.b</p> <p>Collaborates with the classroom teacher - understanding learning goals.</p>	<p>Does not collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Makes some effort to collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Actively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Proactively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>
2.c	Does not collaborate with the	Makes some effort to	Actively collaborates with the	Proactively collaborates with the

Collaborates with the classroom teacher - services in support of learning goals and core curriculum.	classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	collaborate with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.
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2.d Informs the classroom teacher and helps coordinate support.	Does not keep the classroom teacher up to date on the student's needs and does not help to coordinate support.	Makes some effort to keep the classroom teacher up to date on the student's needs and somewhat helps to coordinate support.	Keeps the classroom teacher up to date on the student's needs and helps to coordinate support.	Proactively keeps the classroom teacher up to date on the student's needs and proactively helps to coordinate support.
Total Score				
Overall Rating Range	4-5	6-9	10-13	14-16
Total Skill 2 Score				

3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).

Danielson: General Education Teacher (4d)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
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<p>3.a</p> <p>Is cooperative with colleagues.</p>	<p>Is not cooperative with colleagues.</p> <p>*Contributing evidence may include: Does not meet with PLCs, does not work together to examine curriculum with regards to student needs, is not flexible, does not create collaborative products, etc.</p>	<p>Is somewhat cooperative with colleagues.</p> <p>*Contributing evidence may include: Somewhat meets with PLCs, somewhat works together to examine curriculum with regards to student needs, is somewhat flexible, somewhat creates collaborative products, etc.</p>	<p>Is cooperative with colleagues.</p> <p>*Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, etc.</p>	<p>Is cooperative with colleagues and fosters an environment of mutual respect.</p> <p>*Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, professional with all colleagues, dialogue with colleagues that promotes student growth and positivity, etc.</p>
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<p>3.b</p> <p>Promotes the mission/vision of the special services department.</p>	<p>Does not promote the mission/vision of the special services department.</p>	<p>Somewhat promotes the mission/vision of the special services department.</p>	<p>Takes on a leadership role in promoting the mission/vision of the special services department.</p>	<p>Takes on a leadership role in promoting the mission/vision of the special services department, offering colleagues additional learning opportunities to enhance their practice.</p>
<p>3.c</p> <p>Participates and contributes to school events.</p>	<p>Does not participate or contribute to school and/or district events.</p>	<p>Somewhat participates and contributes to school and/or district events.</p>	<p>Participates and contributes to school and/or district events.</p>	<p>Participates beyond school expectation in contributing to building and/or district events.</p>

3.d Ensuring that the general educator is aware of IEP-directed information.	Does not ensure the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Somewhat ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course. Answers and clarifies questions related to the students' IEP.
3.e Assists in incorporating IEP required information into lesson plans.	Does not assist in incorporating IEP required accommodations and/or modifications into lesson plans.	Somewhat assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans. Also, teaches colleagues about accommodations, modifications, and how to best use them in lessons.
3.f Participates in discussions around grading/rubrics	Does not participate in discussions around grading and/or modified grading standards/rubrics.	Participates in some discussions around grading and/or modified grading standards/rubrics.	Participates in discussions around grading and/or modified grading standards/rubrics.	Proactively participates in discussions around grading and/or modified grading standards/rubrics.
Total Score				

Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 3 Score				

4. Professional with students, families, and colleagues.

Danielson: General Education Teacher (4f)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
4.a Takes on a leadership role with colleagues.	Does not take on a leadership role with colleagues.	Attempts to take on a leadership role with colleagues.	Takes on a leadership role with colleagues.	Consistently takes on a leadership role with colleagues.
4.b Holds self to the highest standard.	Does not hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Attempts to hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Holds self to the highest standard of trust, honesty, integrity, and confidentiality.	Consistently holds self to the highest standard of trust, honesty, integrity, and confidentiality.
4.c Is active in serving students and helping them succeed.	Is not active in serving students and helping them succeed.	Is somewhat active in serving students and helping them succeed.	Is active in serving students and helping them succeed.	Is proactive in serving students and helping them succeed.
4.d Has a growth mindset.	Does not have a growth mindset with regards to student achievement.	Shows some evidence of a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement and shares their thoughts collaboratively with others.
4.e Complies with district rules and regulations.	Does not comply with district rules and regulations.	Somewhat complies with district rules and regulations.	Fully complies with district rules and regulations.	Fully complies with district rules and regulations and helps others to do so as well.
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20

Total Skill 4 Score	
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5. Accurate at maintaining records and complying with IDEA requirements.				
Danielson: Special Education Teacher (4d, 4f)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
5.a Designs processes/forms for collection of data.	Does not design processes/forms for collection of data on student progress on IEP goals/objectives.	Attempts to design processes/forms for collection of data on student progress on IEP goals/objectives.	Designs processes/forms for collection of data on student progress on IEP goals/objectives.	Collaboratively designs processes/forms for collection of data on student progress on IEP goals/objectives.
5.b Completes progress reports.	Does not complete written progress reports.	Partially completes caseload written progress reports.	Completes all caseload written progress reports.	Completes all caseload written progress reports with descriptive comments to support/explain data.
5.c IEPs contain comprehensive information.	Student IEPs do not contain comprehensive information about student performance.	Student IEPs somewhat contain comprehensive information about student performance.	Student IEPs contain comprehensive information about student performance.	Student IEPs contain comprehensive information about student performance. Statements are written in a positive/strengths based format.
5.d IEPs show alignment.	IEPs do not show alignment between present levels of performance and goals/services.	IEPs somewhat show alignment between present levels of performance and goals/services.	IEPs show alignment between present levels of performance and goals/services.	IEPs show alignment between present levels of performance and goals/services. Present levels are descriptive and incorporate information from more than 2 sources.
5.e	IEPs are not understandable and meetings are not	IEPs are somewhat understandable and meetings	IEPs are understandable and meetings are delivered in a	IEPs are understandable and meetings are delivered in a

IEPs are understandable and meetings are clear/coherent.	delivered in a clear/coherent manner.	are somewhat delivered in a clear/coherent manner.	clear/coherent manner.	clear/coherent manner. Case manager facilitates an organized and collaborative meeting.
5.f Responsibility for review of IEP.	Does not take responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Somewhat takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate. Helps to lead the discussion with the team.
5.g Takes responsibility for documenting services provided.	Does not take responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Somewhat takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom. Documentation is readily available and thorough.
Total Score				
Overall Rating Range	7-11	11-17	18-24	25-28
Total Skill 5 Score				

6. Skilled communicators with students, families, and educational personnel.

Danielson: Instructional Specialist (2a, 3c, 3d, 4d) & General Education (4c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
6.a Keeps open lines of communication with stakeholders.	Does not keep open lines of communication with all stakeholders.	Somewhat keeps open lines of communication with all stakeholders.	Keeps open lines of communication with all stakeholders.	Proactively keeps open lines of communication with all stakeholders.
6.b Engages in dialog about students and programming.	Does not engage in continuous and productive dialog about students and their educational programming.	Somewhat engages in continuous and productive dialog about students and their educational programming.	Engages in continuous and productive dialog about students and their educational programming.	Proactively engages in continuous and productive dialog about students and their educational programming.
6.c Seeks out input.	Does not seek out input from general education colleagues to identify areas of additional support.	Somewhat seeks out input from general education colleagues to identify areas of additional support.	Seeks out input from general education colleagues to identify areas of additional support.	Proactively seeks out input from general education colleagues to identify areas of additional support.
6.d Provides useful feedback.	Does not provide useful feedback to colleagues.	Somewhat provides useful feedback to colleagues.	Provides useful feedback to colleagues.	Proactively provides useful feedback to colleagues.
6.e Engages with families and students.	Does not engage with families and students.	Somewhat engages with families and students.	Engages with families and students.	Proactively engages with families and students.
6.f Secondary students play a role in IEP	Secondary students do not play a role in IEP development (future focused, transition plans) - N/A if does not apply	Secondary students somewhat play a role in IEP development (future focused, transition plans) - N/A if does not apply	Secondary students play a role in IEP development (future focused, transition plans) - N/A if does not apply	Secondary students play a significant role in IEP development (future focused, transition plans) - N/A if does not apply

development.				
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 6 Score				

7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.

Danielson: General Education Teacher (4a, 4e)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
7.a Participates in school/district opportunities for professional development.	Does not participate in school/district sponsored opportunities for professional development.	Somewhat participates in school/district sponsored opportunities for professional development.	Participates in all school/district sponsored opportunities for professional development.	Proactively seeks out opportunities for professional development that may be offered outside of school/district.
7.b Seeks out feedback.	Does not seek out feedback from supervisors and colleagues.	Somewhat seeks out feedback from supervisors and colleagues.	Seeks out feedback from supervisors and colleagues.	Proactively seeks out feedback from supervisors and colleagues.
7.c Makes thoughtful and accurate assessments of practice.	Does not make thoughtful and accurate assessments of their practice.	Somewhat makes thoughtful and accurate assessments of their practice.	Makes thoughtful and accurate assessments of their practice.	Consistently makes thoughtful and accurate assessments of their practice - citing specific examples, drawing on an extensive repertoire of skills, and identifies areas for improvements with suggestions of alternative actions that may yield probable

				success.
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Total Score				
Overall Rating Range	3	4-6	7-9	10-12
Total Skill 7 Score				

FINAL SUMMARY	SCORE (1, 2, 3, or 4)
1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students.	
2. Collaborators who work with various professionals to provide specially designed instruction in the students’ least restrictive environment.	
3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).	
4. Professional with students, families, and colleagues.	
5. Accurate at maintaining records and complying with IDEA requirements.	

6. Skilled communicators with students, families, and educational personnel.					
7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.					
ENTER TOTAL SCORE					
Preliminary Summative Rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating

Overall Rating Range	7-11	11-17	18-24	25-28	
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The inclusion specialist’s final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 1

1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students.

Danielson: Instructional Specialist (1b, 1d, 1e) & Special Education Teacher (1b, 1c, 1d, 1e)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
1.a Knowledgeable about students with disabilities.	Has little to no knowledge about students with disabilities they serve and their IEPs.	Has limited knowledge about some students with disabilities they serve and their IEPs.	Is knowledgeable about all students with disabilities they serve and their IEP.	Is knowledgeable about all students with disabilities they serve and their IEP. In addition, proactively seeks to learn more and shares that knowledge with colleagues.
1.b Provides instructional recommendations to support students.	Does not provide instructional recommendations to support students with disabilities in the classroom.	Provides minimal instructional recommendations to support some students with disabilities in the classroom.	Provides instructional recommendations to best support all students with disabilities in the classroom.	Consistently and constantly provides instructional recommendations to best support all students with disabilities in the classroom.
1.c Seeks out resources and shares knowledge with colleagues.	Does not seek out resources and doesn't share their knowledge with colleagues.	When asked or pressured by others, will seek out resources and share some knowledge with colleagues.	Seeks out a wide range of resources and shares their knowledge with colleagues.	Proactively and consistently seeks out a wide range of resources and shares their knowledge with colleagues.
1.d Ensures special education students receive IEP services.	Does not ensure that special education students receive services as identified in the IEP.	Sometimes ensures that special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP and proactively advocates for the student.
1.e Supports students with	Does not support students with disabilities in whole	Supports some students with disabilities in whole	Supports all students with disabilities in whole group,	Supports all students with disabilities in whole group, small group, and/or

disabilities in the classroom through a variety of modalities.	group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service. In addition, extends that support to students without disabilities as well.
1.f Works with colleagues to provide input for IEPs.	Does not work with colleagues to design individualized education plans.	Works with some colleagues to design individualized education plans.	Works with all colleagues to design individualized education plans that build on student strengths.	Works with all colleagues to design individualized education plans that build on student strengths and promote student growth/success.
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 1 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 2

2. Collaborators who work with various professionals to provide specially designed instruction in the students' least restrictive environment.

Danielson: Instructional Specialist (2a, 2b, 2c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
<p>2.a</p> <p>Building relationships with colleagues.</p>	<p>Does not build relationships for respectful collaboration with colleagues.</p> <p>*Contributing evidence may include: Does not attend PLCs, does not invite feedback on modified materials, does not create materials based on student needs, etc.</p>	<p>Builds some relationships for respectful collaboration with some colleagues.</p> <p>*Contributing evidence may include: Attending some PLCs, inviting some feedback on modified materials, creating some materials based on student needs, etc.</p>	<p>Builds relationships that foster respectful and safe collaboration amongst many colleagues.</p> <p>*Contributing evidence may include: Attending PLCs, inviting feedback on modified materials, creating materials based on student needs & teacher request/insight, etc.</p>	<p>Proactively builds relationships that foster respectful and safe collaboration amongst many colleagues.</p> <p>*Contributing evidence may include: Meeting with colleagues intentionally in addition to other scheduled meetings, inviting feedback and having intentional dialogue on modified materials, classroom walkthroughs that are not initiated by the general education teacher to assist with students, etc.</p>
<p>2.b</p> <p>Collaborates with the classroom teacher - understanding learning goals.</p>	<p>Does not collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Makes some effort to collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Actively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>	<p>Proactively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.</p>
<p>2.c</p> <p>Collaborates with the classroom teacher - services in support of</p>	<p>Does not collaborate with the classroom teacher to ensure the services they provide are in support of the students'</p>	<p>Makes some effort to collaborate with the classroom teacher to ensure the services they provide are in support of</p>	<p>Actively collaborates with the classroom teacher to ensure the services they provide are in support of the students'</p>	<p>Proactively collaborates with the classroom teacher to ensure the services they provide are in support of the students' learning</p>

learning goals and core curriculum.	learning goals and core curriculum.	the students' learning goals and core curriculum.	learning goals and core curriculum.	goals and core curriculum.
2.d Informs the classroom teacher and helps coordinate support.	Does not keep the classroom teacher up to date on the student's needs and does not help to coordinate support.	Makes some effort to keep the classroom teacher up to date on the student's needs and somewhat helps to coordinate support.	Keeps the classroom teacher up to date on the student's needs and helps to coordinate support.	Proactively keeps the classroom teacher up to date on the student's needs and proactively helps to coordinate support.
Total Score				
Overall Rating Range	4-5	6-9	10-13	14-16
Total Skill 2 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 3

3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).				
Danielson: General Education Teacher (4d)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)

3.a	Is not cooperative with colleagues.	Is somewhat cooperative with colleagues.	Is cooperative with colleagues.	Is cooperative with colleagues and fosters an environment of
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Is cooperative with colleagues.	*Contributing evidence may include: Does not meet with PLCs, does not work together to examine curriculum with regards to student needs, is not flexible, does not create collaborative products, etc.	*Contributing evidence may include: Somewhat meets with PLCs, somewhat works together to examine curriculum with regards to student needs, is somewhat flexible, somewhat creates collaborative products, etc.	*Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, etc.	mutual respect. *Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, professional with all colleagues, dialogue with colleagues that promotes student growth and positivity, etc.
3.b Promotes the mission/vision of the special services department.	Does not promote the mission/vision of the special services department.	Somewhat promotes the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department, offering colleagues additional learning opportunities to enhance their practice.
3.c Participates and contributes to school events.	Does not participate or contribute to school and/or district events.	Somewhat participates and contributes to school and/or district events.	Participates and contributes to school and/or district events.	Participates beyond school expectation in contributing to building and/or district events.

3.d Ensuring that the general educator is aware of IEP-directed information.	Does not ensure the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Somewhat ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course. Answers and clarifies questions related to the students' IEP.
3.e	Does not assist in incorporating IEP required	Somewhat assists in incorporating IEP required	Assists in incorporating IEP required accommodations	Assists in incorporating IEP required accommodations and/or

Assists in incorporating IEP required information into lesson plans.	accommodations and/or modifications into lesson plans.	accommodations and/or modifications into lesson plans.	and/or modifications into lesson plans.	modifications into lesson plans. Also, teaches colleagues about accommodations, modifications, and how to best use them in lessons.
3.f Participates in discussions around grading/rubrics	Does not participate in discussions around grading and/or modified grading standards/rubrics.	Participates in some discussions around grading and/or modified grading standards/rubrics.	Participates in discussions around grading and/or modified grading standards/rubrics.	Proactively participates in discussions around grading and/or modified grading standards/rubrics.
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 3 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 4

4. Professional with students, families, and colleagues.

Danielson: General Education Teacher (4f)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
4.a Takes on a leadership role with colleagues.	Does not take on a leadership role with colleagues.	Attempts to take on a leadership role with colleagues.	Takes on a leadership role with colleagues.	Consistently takes on a leadership role with colleagues.
4.b Holds self to the highest standard.	Does not hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Attempts to hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Holds self to the highest standard of trust, honesty, integrity, and confidentiality.	Consistently holds self to the highest standard of trust, honesty, integrity, and confidentiality.
4.c Is active in serving students and helping them succeed.	Is not active in serving students and helping them succeed.	Is somewhat active in serving students and helping them succeed.	Is active in serving students and helping them succeed.	Is proactive in serving students and helping them succeed.
4.d Has a growth mindset.	Does not have a growth mindset with regards to student achievement.	Shows some evidence of a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement and shares their thoughts collaboratively with others.

4.e Complies with district rules and regulations.	Does not comply with district rules and regulations.	Somewhat complies with district rules and regulations.	Fully complies with district rules and regulations.	Fully complies with district rules and regulations and helps others to do so as well.
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20
Total Skill 4 Score				

The inclusion specialist’s final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 5

5. Accurate at maintaining records and complying with IDEA requirements.

Danielson: Special Education Teacher (4d, 4f)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
5.a Designs processes/forms for collection of data.	Does not design processes/forms for collection of data on student progress on IEP goals/objectives.	Attempts to design processes/forms for collection of data on student progress on IEP goals/objectives.	Designs processes/forms for collection of data on student progress on IEP goals/objectives.	Collaboratively designs processes/forms for collection of data on student progress on IEP goals/objectives.
5.b Completes progress reports.	Does not complete written progress reports.	Partially completes caseload written progress reports.	Completes all caseload written progress reports.	Completes all caseload written progress reports with descriptive comments to support/explain data.
5.c IEPs contain comprehensive information.	Student IEPs do not contain comprehensive information about student performance.	Student IEPs somewhat contain comprehensive information about student performance.	Student IEPs contain comprehensive information about student performance.	Student IEPs contain comprehensive information about student performance. Statements are written in a positive/strengths based format.
5.d IEPs show alignment.	IEPs do not show alignment between present levels of performance and goals/services.	IEPs somewhat show alignment between present levels of performance and goals/services.	IEPs show alignment between present levels of performance and goals/services.	IEPs show alignment between present levels of performance and goals/services. Present levels are descriptive and incorporate information from more than 2 sources.

5.e IEPs are understandable and meetings are clear/coherent.	IEPs are not understandable and meetings are not delivered in a clear/coherent manner.	IEPs are somewhat understandable and meetings are somewhat delivered in a clear/coherent manner.	IEPs are understandable and meetings are delivered in a clear/coherent manner.	IEPs are understandable and meetings are delivered in a clear/coherent manner. Case manager facilitates an organized and collaborative meeting.
5.f Responsibility for review of IEP.	Does not take responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Somewhat takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate. Helps to lead the discussion with the team.
5.g Takes responsibility for documenting services provided.	Does not take responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Somewhat takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom. Documentation is readily available and thorough.
Total Score				
Overall Rating Range	7-11	11-17	18-24	25-28
Total Skill 5 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 6

6. Skilled communicators with students, families, and educational personnel.

Danielson: Instructional Specialist (2a, 3c, 3d, 4d) & General Education (4c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
6.a Keeps open lines of communication with stakeholders.	Does not keep open lines of communication with all stakeholders.	Somewhat keeps open lines of communication with all stakeholders.	Keeps open lines of communication with all stakeholders.	Proactively keeps open lines of communication with all stakeholders.
6.b Engages in dialog about students and programming.	Does not engage in continuous and productive dialog about students and their educational programming.	Somewhat engages in continuous and productive dialog about students and their educational programming.	Engages in continuous and productive dialog about students and their educational programming.	Proactively engages in continuous and productive dialog about students and their educational programming.
6.c Seeks out input.	Does not seek out input from general education colleagues to identify areas of additional support.	Somewhat seeks out input from general education colleagues to identify areas of additional support.	Seeks out input from general education colleagues to identify areas of additional support.	Proactively seeks out input from general education colleagues to identify areas of additional support.
6.d Provides useful feedback.	Does not provide useful feedback to colleagues.	Somewhat provides useful feedback to colleagues.	Provides useful feedback to colleagues.	Proactively provides useful feedback to colleagues.
6.e Engages with families and students.	Does not engage with families and students.	Somewhat engages with families and students.	Engages with families and students.	Proactively engages with families and students.
6.f	Secondary students do not play a role in IEP	Secondary students somewhat play a role in IEP development	Secondary students play a role in IEP development	Secondary students play a significant role in IEP

Secondary students play a role in IEP development.	development (future focused, transition plans) - N/A if does not apply	(future focused, transition plans) - N/A if does not apply	(future focused, transition plans) - N/A if does not apply	development (future focused, transition plans) - N/A if does not apply
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 6 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist with Case Management, Skill 7

7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.				
Danielson: General Education Teacher (4a, 4e)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
7.a Participates in school/district opportunities for professional development.	Does not participate in school/district sponsored opportunities for professional development.	Somewhat participates in school/district sponsored opportunities for professional development.	Participates in all school/district sponsored opportunities for professional development.	Proactively seeks out opportunities for professional development that may be offered outside of school/district.

7.b Seeks out feedback.	Does not seek out feedback from supervisors and colleagues.	Somewhat seeks out feedback from supervisors and colleagues.	Seeks out feedback from supervisors and colleagues.	Proactively seeks out feedback from supervisors and colleagues.
7.c Makes thoughtful and accurate assessments of practice.	Does not make thoughtful and accurate assessments of their practice.	Somewhat makes thoughtful and accurate assessments of their practice.	Makes thoughtful and accurate assessments of their practice.	Consistently makes thoughtful and accurate assessments of their practice - citing specific examples, drawing on an extensive repertoire of skills, and identifies areas for improvements with suggestions of alternative actions that may yield probable success.
Total Score				
Overall Rating Range	3	4-6	7-9	10-12
Total Skill 7 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

APPENDIX D-8 - EVALUATION REPORT – Special Education Inclusion Specialist w/o Case Manager - *revised 2021*

Special Education Inclusion Specialist (No CM), Skills 1-7

1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students. Danielson: Instructional Specialist (1b, 1d, 1e) & Special Education Teacher (1b, 1c, 1d, 1e)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
1.a Knowledgeable about students with disabilities.	Has little to no knowledge about students with disabilities they serve and their IEPs.	Has limited knowledge about some students with disabilities they serve and their IEPs.	Is knowledgeable about all students with disabilities they serve and their IEP.	Is knowledgeable about all students with disabilities they serve and their IEP. In addition, proactively seeks to learn more and shares that knowledge with colleagues.
1.b Provides instructional recommendations to support students.	Does not provide instructional recommendations to support students with disabilities in the classroom.	Provides minimal instructional recommendations to support some students with disabilities in the classroom.	Provides instructional recommendations to best support all students with disabilities in the classroom.	Consistently and constantly provides instructional recommendations to best support all students with disabilities in the classroom.
1.c Seeks out resources and shares knowledge with colleagues.	Does not seek out resources and doesn't share their knowledge with colleagues.	When asked or pressured by others, will seek out resources and share some knowledge with colleagues.	Seeks out a wide range of resources and shares their knowledge with colleagues.	Proactively and consistently seeks out a wide range of resources and shares their knowledge with colleagues.
1.d Ensures special education students receive IEP services.	Does not ensure that special education students receive services as identified in the IEP.	Sometimes ensures that special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP and proactively advocates for the student.

1.e Supports students with disabilities in the classroom through a variety of modalities.	Does not support students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports some students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service.	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing interventions and materials in consultation with the general education teacher or direct service. In addition, extends that support to students without disabilities as well.
1.f Works with colleagues to provide input for IEPs.	Does not work with colleagues, does not provide input for individualized education plans.	Works with some colleagues and gives minimal input for individualized education plans.	Works with all colleagues collaboratively to provide input for individualized education plans.	Works with all colleagues collaboratively to provide input for individualized education plans that build on student strengths and promote student growth/success.
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 1 Score				

2. Collaborators who work with various professionals to provide specially designed instruction in the students' least restrictive environment.

Danielson: Instructional Specialist (2a, 2b, 2c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
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2.a Building relationships with colleagues.	Does not build relationships for respectful collaboration with colleagues.	Builds some relationships for respectful collaboration with some colleagues.	Builds relationships that foster respectful and safe collaboration amongst many colleagues.	Proactively builds relationships that foster respectful and safe collaboration amongst many colleagues.
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	*Contributing evidence may include: Does not attend PLCs, does not invite feedback on modified materials, does not create materials based on student needs, etc.	*Contributing evidence may include: Attending some PLCs, inviting some feedback on modified materials, creating some materials based on student needs, etc.	*Contributing evidence may include: Attending PLCs, inviting feedback on modified materials, creating materials based on student needs & teacher request/insight, etc.	*Contributing evidence may include: Meeting with colleagues intentionally in addition to other scheduled meetings, inviting feedback and having intentional dialogue on modified materials, classroom walkthroughs that are not initiated by the general education teacher to assist with students, etc.
2.b Collaborates with the classroom teacher - understanding learning goals.	Does not collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Makes some effort to collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Actively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Proactively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.
2.c Collaborates with the classroom teacher - services in support of learning goals and core curriculum.	Does not collaborate with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Makes some effort to collaborate with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Actively collaborates with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Proactively collaborates with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.
2.d Provides information and strategies to the classroom teacher.	Does not keep the classroom teacher up to date on the student's needs. Does not provide strategies that can support them.	Make some effort to keep the classroom teacher up to date on the student's needs. Provides some strategies that can support them.	Keeps the classroom teacher up to date on the student's needs and provides strategies that can support them.	Proactively keeps the classroom teacher up to date on the student's needs and provides strategies that can support them.

2.e Supports students in the classroom and helps to coordinate services.	Does not support students with disabilities in the classroom and does not help to coordinate services.	Makes some attempt to support students with disabilities in the classroom and some help to coordinate services.	Supports students with disabilities in the classroom and helps to coordinate services.	Supports students with disabilities in the classroom and helps to coordinate services. In addition, extends that help and support to students without disabilities as well.
Total Score				

Overall Rating Range	5-7	8-11	12-16	17-20
Total Skill 2 Score				

3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).

Danielson: General Education Teacher (4d)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguishe d (4)
3.a Is cooperative with colleagues.	Is not cooperative with colleagues. *Contributing evidence may include: Does not meet with PLCs, does not work together to examine curriculum with regards to student needs, is not flexible, does not create collaborative products, etc.	Is somewhat cooperative with colleagues. *Contributing evidence may include: Somewhat meets with PLCs, somewhat works together to examine curriculum with regards to student needs, is somewhat flexible, somewhat creates collaborative products, etc.	Is cooperative with colleagues. *Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, etc.	Is cooperative with colleagues and fosters an environment of mutual respect. *Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, professional with all colleagues, dialogue with colleagues that promotes student growth and positivity, etc.

3.b Promotes the mission/vision of the special services department.	Does not promote the mission/vision of the special services department.	Somewhat promotes the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department, offering colleagues additional learning opportunities to enhance their practice.
3.c	Does not participate or contribute to school and/or district events.	Somewhat participates and contributes to school and/or district events.	Participates and contributes to school and/or district events.	Participates beyond school expectation in contributing to building and/or district events.

Participates and contributes to school events.				
3.d Ensuring that the general educator is aware of IEP-directed information.	Does not ensure the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Somewhat ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course. Answers and clarifies questions related to the students' IEP.
3.e Assists in incorporating IEP required information into lesson plans.	Does not assist in incorporating IEP required accommodations and/or modifications into lesson plans.	Somewhat assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans. Also, teaches colleagues about accommodations, modifications, and how to best use them in lessons.
3.f Participates in discussions around grading/rubrics	Does not participate in discussions around grading and/or modified grading standards/rubrics.	Participates in some discussions around grading and/or modified grading standards/rubrics.	Participates in discussions around grading and/or modified grading standards/rubrics.	Proactively participates in discussions around grading and/or modified grading standards/rubrics.

Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 3 Score				

4. Professional with students, families, and colleagues.

Danielson: General Education Teacher (4f)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
4.a Takes on a leadership role with colleagues.	Does not take on a leadership role with colleagues.	Attempts to take on a leadership role with colleagues.	Takes on a leadership role with colleagues.	Consistently takes on a leadership role with colleagues.
4.b Holds self to the highest standard.	Does not hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Attempts to hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Holds self to the highest standard of trust, honesty, integrity, and confidentiality.	Consistently holds self to the highest standard of trust, honesty, integrity, and confidentiality.
4.c Is active in serving students and helping them succeed.	Is not active in serving students and helping them succeed.	Is somewhat active in serving students and helping them succeed.	Is active in serving students and helping them succeed.	Is proactive in serving students and helping them succeed.
4.d Has a growth mindset.	Does not have a growth mindset with regards to student achievement.	Shows some evidence of a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement and shares their thoughts collaboratively with others.
4.e Complies with district rules and regulations.	Does not comply with district rules and regulations.	Somewhat complies with district rules and regulations.	Fully complies with district rules and regulations.	Fully complies with district rules and regulations and helps others to do so as well.
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20

Total Skill 4 Score	
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5. Accurate at maintaining records and complying with IDEA requirements.				
Danielson: Special Education Teacher (4d, 4f)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
5.a Collaborates with colleagues to design/implement processes/forms for collection of data.	Does not collaborate with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Somewhat collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Proactively collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.
5.b Asking for review of IEP.	Does not take responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Somewhat takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate. Helps to lead the discussion with the team.
5.c Takes responsibility for documenting services provided.	Does not take responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Somewhat takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom. Documentation is readily available and thorough.
Total Score				

Overall Rating Range	3	4-6	7-9	10-12
Total Skill 5 Score				

6. Skilled communicators with students, families, and educational personnel.

Danielson: Instructional Specialist (2a, 3c, 3d, 4d) & General Education (4c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
6.a Keeps open lines of communication with stakeholders.	Does not keep open lines of communication with all stakeholders.	Somewhat keeps open lines of communication with all stakeholders.	Keeps open lines of communication with all stakeholders.	Proactively keeps open lines of communication with all stakeholders.
6.b Engages in dialog about students and programming.	Does not engage in continuous and productive dialog about students and their educational programming.	Somewhat engages in continuous and productive dialog about students and their educational programming.	Engages in continuous and productive dialog about students and their educational programming.	Proactively engages in continuous and productive dialog about students and their educational programming.
6.c Seeks out input.	Does not seek out input from general education colleagues to identify areas of additional support.	Somewhat seeks out input from general education colleagues to identify areas of additional support.	Seeks out input from general education colleagues to identify areas of additional support.	Proactively seeks out input from general education colleagues to identify areas of additional support.
6.d Works with colleagues to identify professional learning topics.	Does not work with colleagues to identify topics for professional learning.	Somewhat works with colleagues to identify topics for professional learning.	Works with colleagues to identify topics for professional learning.	Proactively works with colleagues to identify topics for professional learning.

6.e	Does not provide useful feedback to colleagues.	Somewhat provides useful feedback to colleagues.	Provides useful feedback to colleagues.	Proactively provides useful feedback to colleagues.
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Provides useful feedback.				
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20
Total Skill 6 Score				

7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.

Danielson: General Education Teacher (4a, 4e)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
7.a Participates in school/district opportunities for professional development.	Does not participate in school/district sponsored opportunities for professional development.	Somewhat participates in school/district sponsored opportunities for professional development.	Participates in all school/district sponsored opportunities for professional development.	Proactively seeks out opportunities for professional development that may be offered outside of school/district.
7.b Seeks out feedback.	Does not seek out feedback from supervisors and colleagues.	Somewhat seeks out feedback from supervisors and colleagues.	Seeks out feedback from supervisors and colleagues.	Proactively seeks out feedback from supervisors and colleagues.

7.c Makes thoughtful and accurate assessments of practice.	Does not make thoughtful and accurate assessments of their practice.	Somewhat makes thoughtful and accurate assessments of their practice.	Makes thoughtful and accurate assessments of their practice.	Consistently makes thoughtful and accurate assessments of their practice - citing specific examples, drawing on an extensive repertoire of skills, and identifies areas for improvements with suggestions of alternative actions that may yield probable success.
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Total Score				
Overall Rating Range	3	4-6	7-9	10-12
Total Skill 7 Score				

FINAL SUMMARY	SCORE (1, 2, 3, or 4)
1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students.	
2. Collaborators who work with various professionals to provide specially designed instruction in the students' least restrictive environment.	
3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).	
4. Professional with students, families, and colleagues.	
5. Accurate at maintaining records and complying with IDEA requirements.	
6. Skilled communicators with students, families, and educational personnel.	

7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.					
ENTER TOTAL SCORE					
Preliminary Summative Rating	Unsatisfactory	Basic	Proficient	Distinguished	Preliminary Rating
Overall Rating Range	7-11	11-17	18-24	25-28	

The inclusion specialist’s final overall rating is:

Unsatisfactory Basic Proficient Distinguished

Special Education Inclusion Specialist (No CM), Skill 1

1. Knowledgeable about students with disabilities and possesses specialized skills which allow them to make instructional recommendations and modifications for the success of our students.

Danielson: Instructional Specialist (1b, 1d, 1e) & Special Education Teacher (1b, 1c, 1d, 1e)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
1.a Knowledgeable about students with disabilities.	Has little to no knowledge about students with disabilities they serve and their IEPs.	Has limited knowledge about some students with disabilities they serve and their IEPs.	Is knowledgeable about all students with disabilities they serve and their IEP.	Is knowledgeable about all students with disabilities they serve and their IEP. In addition, proactively seeks to learn more and shares that knowledge with colleagues.
1.b Provides instructional recommendations to support students.	Does not provide instructional recommendations to support students with disabilities in the classroom.	Provides minimal instructional recommendations to support some students with disabilities in the classroom.	Provides instructional recommendations to best support all students with disabilities in the classroom.	Consistently and constantly provides instructional recommendations to best support all students with disabilities in the classroom.
1.c Seeks out resources and shares knowledge with colleagues.	Does not seek out resources and doesn't share their knowledge with colleagues.	When asked or pressured by others, will seek out resources and share some knowledge with colleagues.	Seeks out a wide range of resources and shares their knowledge with colleagues.	Proactively and consistently seeks out a wide range of resources and shares their knowledge with colleagues.
1.d Ensures special education students receive IEP services.	Does not ensure that special education students receive services as identified in the IEP.	Sometimes ensures that special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP.	Ensures that all special education students receive services as identified in the IEP and proactively advocates for the student.
1.e Supports students with disabilities in the	Does not support students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing	Supports some students with disabilities in whole group, small group, and/or one-on-one arrangements through a combination of providing	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a	Supports all students with disabilities in whole group, small group, and/or one-on-one arrangements inside the regular classroom setting through a combination of providing

classroom through a variety of modalities.	interventions and materials in consultation with the general education teacher or direct service.	interventions and materials in consultation with the general education teacher or direct service.	combination of providing interventions and materials in consultation with the general education teacher or direct service.	interventions and materials in consultation with the general education teacher or direct service. In addition, extends that support to students without disabilities as well.
1.f Works with colleagues to provide input for IEPs.	Does not work with colleagues, does not provide input for individualized education plans.	Works with some colleagues and gives minimal input for individualized education plans.	Works with all colleagues collaboratively to provide input for individualized education plans.	Works with all colleagues collaboratively to provide input for individualized education plans that build on student strengths and promote student growth/success.
Total Score				
Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 1 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 2

2. Collaborators who work with various professionals to provide specially designed instruction in the students' least restrictive environment.				
Danielson: Instructional Specialist (2a, 2b, 2c)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)

2.a Building relationships with colleagues.	Does not build relationships for respectful collaboration with colleagues. *Contributing evidence may include: Does not attend PLCs, does not invite feedback on modified materials, does not create materials based on student needs, etc.	Builds some relationships for respectful collaboration with some colleagues. *Contributing evidence may include: Attending some PLCs, inviting some feedback on modified materials, creating some materials based on student needs, etc.	Builds relationships that foster respectful and safe collaboration amongst many colleagues. *Contributing evidence may include: Attending PLCs, inviting feedback on modified materials, creating materials based on student needs & teacher request/insight, etc.	Proactively builds relationships that foster respectful and safe collaboration amongst many colleagues. *Contributing evidence may include: Meeting with colleagues intentionally in addition to other scheduled meetings, inviting feedback and having intentional dialogue on modified materials, classroom walkthroughs that are not initiated by the general education teacher to assist with students, etc.
2.b Collaborates with the classroom teacher - understanding learning goals.	Does not collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Makes some effort to collaborate with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Actively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.	Proactively collaborates with the classroom teacher to ensure that they know and understand the students' learning goals as outlined in their IEP.
2.c Collaborates with the classroom teacher - services in support of learning goals and core curriculum.	Does not collaborate with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Makes some effort to collaborate with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Actively collaborates with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.	Proactively collaborates with the classroom teacher to ensure the services they provide are in support of the students' learning goals and core curriculum.
2.d Provides information and strategies to the classroom teacher.	Does not keep the classroom teacher up to date on the student's needs. Does not provide strategies that can support them.	Make some effort to keep the classroom teacher up to date on the student's needs. Provides some strategies that can support them.	Keeps the classroom teacher up to date on the student's needs and provides strategies that can support them.	Proactively keeps the classroom teacher up to date on the student's needs and provides strategies that can support them.

2.e Supports students in the classroom and helps to coordinate services.	Does not support students with disabilities in the classroom and does not help to coordinate services.	Makes some attempt to support students with disabilities in the classroom and some help to coordinate services.	Supports students with disabilities in the classroom and helps to coordinate services.	Supports students with disabilities in the classroom and helps to coordinate services. In addition, extends that help and support to students without disabilities as well.
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Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20
Total Skill 2 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 3

3. Support specialist (i.e. inclusion specialist) that participates as a mutual partner in professional learning communities (PLCs).

Danielson: General Education Teacher (4d)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
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3.a Is cooperative with colleagues.	Is not cooperative with colleagues. *Contributing evidence may include: Does not meet with PLCs, does not work together to examine curriculum with regards to student needs, is not flexible, does not create collaborative products, etc.	Is somewhat cooperative with colleagues. *Contributing evidence may include: Somewhat meets with PLCs, somewhat works together to examine curriculum with regards to student needs, is somewhat flexible, somewhat creates collaborative products, etc.	Is cooperative with colleagues. *Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, etc.	Is cooperative with colleagues and fosters an environment of mutual respect. *Contributing evidence may include: Meeting with PLCs, working together to examine curriculum with regards to student needs, being flexible, creating collaborative products, professional with all colleagues, dialogue with colleagues that promotes student growth and positivity, etc.
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3.b Promotes the mission/vision of the special services department.	Does not promote the mission/vision of the special services department.	Somewhat promotes the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department.	Takes on a leadership role in promoting the mission/vision of the special services department, offering colleagues additional learning opportunities to enhance their practice.
3.c Participates and contributes to school events.	Does not participate or contribute to school and/or district events.	Somewhat participates and contributes to school and/or district events.	Participates and contributes to school and/or district events.	Participates beyond school expectation in contributing to building and/or district events.
3.d Ensuring that the general educator is aware of IEP-directed information.	Does not ensure the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Somewhat ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course.	Ensures the general educator is aware of individual IEP-directed accommodations and/or modifications, including goals/objectives related to the content/course. Answers and clarifies questions related to the students' IEP.

3.e Assists in incorporating IEP required information into lesson plans.	Does not assist in incorporating IEP required accommodations and/or modifications into lesson plans.	Somewhat assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans.	Assists in incorporating IEP required accommodations and/or modifications into lesson plans. Also, teaches colleagues about accommodations, modifications, and how to best use them in lessons.
3.f Participates in discussions around grading/rubrics	Does not participate in discussions around grading and/or modified grading standards/rubrics.	Participates in some discussions around grading and/or modified grading standards/rubrics.	Participates in discussions around grading and/or modified grading standards/rubrics.	Proactively participates in discussions around grading and/or modified grading standards/rubrics.
Total Score				

Overall Rating Range	6-10	11-15	16-19	20-24
Total Skill 3 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 4

4. Professional with students, families, and colleagues.

Danielson: General Education Teacher (4f)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
4.a Takes on a leadership role with colleagues.	Does not take on a leadership role with colleagues.	Attempts to take on a leadership role with colleagues.	Takes on a leadership role with colleagues.	Consistently takes on a leadership role with colleagues.
4.b Holds self to the highest standard.	Does not hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Attempts to hold self to the highest standard of trust, honesty, integrity, and confidentiality.	Holds self to the highest standard of trust, honesty, integrity, and confidentiality.	Consistently holds self to the highest standard of trust, honesty, integrity, and confidentiality.
4.c Is active in serving students and helping them succeed.	Is not active in serving students and helping them succeed.	Is somewhat active in serving students and helping them succeed.	Is active in serving students and helping them succeed.	Is proactive in serving students and helping them succeed.

4.d Has a growth mindset.	Does not have a growth mindset with regards to student achievement.	Shows some evidence of a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement.	Has a growth mindset with regards to student achievement and shares their thoughts collaboratively with others.
4.e Complies with district rules and regulations.	Does not comply with district rules and regulations.	Somewhat complies with district rules and regulations.	Fully complies with district rules and regulations.	Fully complies with district rules and regulations and helps others to do so as well.
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20

Total Skill 4 Score	
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The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 5

5. Accurate at maintaining records and complying with IDEA requirements.				
Danielson: Special Education Teacher (4d, 4f)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
5.a Collaborates with colleagues to design/implement	Does not collaborate with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Somewhat collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.	Proactively collaborates with colleagues to design and/or implement processes/forms for collection of data on student progress on IEP goals/objectives.

processes/forms for collection of data.				
5.b Asking for review of IEP.	Does not take responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Somewhat takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate.	Takes responsibility for asking for a review of IEP if concerns/ questions exist regarding student's IEP and/or lack of expected progress toward the annual goals and in the general education curriculum, where appropriate. Helps to lead the discussion with the team.

5.c Takes responsibility for documenting services provided.	Does not take responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Somewhat takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom.	Takes responsibility for documenting services provided in support of students receiving inclusive education in the general classroom. Documentation is readily available and thorough.
Total Score				
Overall Rating Range	3	4-6	7-9	10-12
Total Skill 5 Score				

The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 6

6. Skilled communicators with students, families, and educational personnel.

Danielson: Instructional Specialist (2a, 3c, 3d, 4d) & General Education (4c)

	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
6.a Keeps open lines of communication with stakeholders.	Does not keep open lines of communication with all stakeholders.	Somewhat keeps open lines of communication with all stakeholders.	Keeps open lines of communication with all stakeholders.	Proactively keeps open lines of communication with all stakeholders.
6.b Engages in dialog about students and programming.	Does not engage in continuous and productive dialog about students and their educational programming.	Somewhat engages in continuous and productive dialog about students and their educational programming.	Engages in continuous and productive dialog about students and their educational programming.	Proactively engages in continuous and productive dialog about students and their educational programming.
6.c Seeks out input.	Does not seek out input from general education colleagues to identify areas of additional support.	Somewhat seeks out input from general education colleagues to identify areas of additional support.	Seeks out input from general education colleagues to identify areas of additional support.	Proactively seeks out input from general education colleagues to identify areas of additional support.
6.d Works with colleagues to identify professional learning topics.	Does not work with colleagues to identify topics for professional learning.	Somewhat works with colleagues to identify topics for professional learning.	Works with colleagues to identify topics for professional learning.	Proactively works with colleagues to identify topics for professional learning.
6.e Provides useful feedback.	Does not provide useful feedback to colleagues.	Somewhat provides useful feedback to colleagues.	Provides useful feedback to colleagues.	Proactively provides useful feedback to colleagues.
Total Score				
Overall Rating Range	5-7	8-11	12-16	17-20

Total Skill 6 Score	
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The inclusion specialist's final overall rating is:

Unsatisfactory

Basic

Proficient

Distinguished

Special Education Inclusion Specialist (No CM), Skill 7

7. Dedicated to growing and developing professionally through a process of self-improvement and reflection.				
Danielson: General Education Teacher (4a, 4e)				
	Unsatisfactory (1)	Basic (2)	Proficient (3)	Distinguished (4)
7.a Participates in school/district opportunities for professional development.	Does not participate in school/district sponsored opportunities for professional development.	Somewhat participates in school/district sponsored opportunities for professional development.	Participates in all school/district sponsored opportunities for professional development.	Proactively seeks out opportunities for professional development that may be offered outside of school/district.
7.b Seeks out feedback.	Does not seek out feedback from supervisors and colleagues.	Somewhat seeks out feedback from supervisors and colleagues.	Seeks out feedback from supervisors and colleagues.	Proactively seeks out feedback from supervisors and colleagues.
7.c Makes thoughtful and accurate assessments of practice.	Does not make thoughtful and accurate assessments of their practice.	Somewhat makes thoughtful and accurate assessments of their practice.	Makes thoughtful and accurate assessments of their practice.	Consistently makes thoughtful and accurate assessments of their practice - citing specific examples, drawing on an extensive repertoire of skills, and identifies areas for improvements with suggestions of alternative actions that may yield probable success.

Total Score				
Overall Rating Range	3	4-6	7-9	10-12
Total Skill 7 Score				

The inclusion specialist’s final overall rating is:

Unsatisfactory Basic Proficient Distinguished

APPENDIX E - GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the Grievance Procedure contained in the Contract between the Board and the Association.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps 1, 2, 3 and 4. The form must be addressed and delivered to the appropriate supervisor at Step 1, and the Superintendent at Steps 2, 3, and 4.

TO: _____

Name *Title*

Grievant's Name: _____

Address: _____

Home Phone: _____

Position (or Title): _____

School: _____ Department: _____

1. Consistent with the procedure for processing grievances, I have taken the following actions: *(Indicate specifically by name and title who has officially reviewed the grievance to date.)*

Step 1 _____

Step 2 _____

Step 3 _____

Step 4 _____

2. The nature of my grievance is: *(Specify the section of Agreement violated, when the violation occurred, and in what way there was a violation, misapplication or misinterpretation.)*

3. The relief I am seeking is:

SIGNATURE: _____ DATE: _____

APPENDIX F- SCHOOL CALENDAR

Toppenish School District No. 202

2021-2022 School Calendar

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						11

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	T10	11
12	13	14	15	16	T17	18
19	20	21	22	23	T24	25
26	27	28	29	30		
						20

October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	T15	16
17	18	19	20	21	T21	23
24	25	26	C27	C28	T29	30
31						15

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	T5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						15

December 2021						
S	M	T	W	T	F	S
			1	2	T3	4
5	6	7	8	9	T10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						12

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	T7	8
9	10	11	12	13	14	15
16	17	18	19	20	T21	22
23	24	25	26	27	28	29
30	31					18

February 2022						
S	M	T	W	T	F	S
		1	2	3	T4	5
6	7	8	9	10	T11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					
						15

March 2022						
S	M	T	W	T	F	S
		1	2	3	T4	5
6	7	8	9	10	T11	12
13	14	15	16	17	T18	19
20	21	22	23	24	T25	26
27	28	29	C30	C31		
						23

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	T15	16
17	18	19	20	21	T22	23
24	25	26	27	28	T29	30
						15

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	T6	7
8	9	10	11	12	T13	14
15	16	17	18	19	T20	21
22	23	24	25	26	27	28
29	30	31				
						20

June 2022						
S	M	T	W	T	F	S
			1	2	T3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						16

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						0

Kinder Academy & WA Kids August 9-10
 6th & 9th Grade Academy August 9-10
 Training Days August 11 & 12
 District Staff Preservice August 16
 First Day of School August 17
 Early Release August 30
 Labor Day Break September 3-6
 Early Release September 27
 Optional Day/No School October 1
 Fall Break October 4-8
 Conferences October 27-28
 Veterans' Day Break November 11-12
 Thanksgiving Holiday November 22-26
 Early Release December 6

Holiday Break
 M. L. King Break
 Change of Semester (91st Day)
 Early Release
 Winter Break
 Conferences
 Spring
 Early Release
 Early Release
 Memorial Day Break
 Treaty Day Commemoration
 Graduation Day
 TMS Promotion
 Juneteenth/No School
 Last Day of School
 Optional Training Day

December 17-31
 January 14-17
 January 28
 February 7
 February 21-25
 March 30-31
 April 1-8
 April 25
 May 23
 May 27-30
 June 9
 June 10
 June 16
 June 20
 June 23
 June 24

	Early Release Days
C	Conference Days
T	Tier III Intervention Days
	Potential Academy Days Timeframe
	Optional Days

Adoption Date: 5/25/21 Revised Date: 6/10/21

Teacher Days: 180
 Student Days: 176
 Snow Days= Remote Learning

APPENDIX G - JUST CAUSE/SEVEN KEY TESTS

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

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

1. **NOTICE:** "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
 2. **REASONABLE RULE OR ORDER:** "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
 3. **INVESTIGATION:** "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
 4. **FAIR INVESTIGATION:** "Was the Employer's investigation conducted fairly and objectively?"
 5. **PROOF:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
 6. **EQUAL TREATMENT:** "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
 7. **PENALTY:** "Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his service with the Employer?"
- * The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX H-1 - REQUEST FOR LEAVE FORM

<i>Name</i>	<i>Signature</i>	<i>Date</i>
Bargaining Unit: <input type="checkbox"/> PSE <input type="checkbox"/> TEA <input type="checkbox"/> OTHER (Please check one)		
<input type="checkbox"/> Paternity Leave <input type="checkbox"/> Sabbatical Leave <input type="checkbox"/> Leave to		
<input type="checkbox"/> Vacation Association Leave		
<input type="checkbox"/> Attend a Meeting		
<input type="checkbox"/> Maternity Leave <input type="checkbox"/> and/or Conference		
<input type="checkbox"/> Bereavement Leave <input type="checkbox"/> Full Payment		
<input type="checkbox"/> Personal Leave <input type="checkbox"/> Partial Payment		
<input type="checkbox"/> Leave of Absence <input type="checkbox"/> Emergency Leave <input type="checkbox"/> Adoption Leave		
<input type="checkbox"/> (Other Leave) <input type="checkbox"/> Family Illness Leave <input type="checkbox"/> Judicial Leave		

Date(s) requested: _____

Comments: (when applicable) _____

Expenses paid by: _____ Date received _____

Employee _____

Other non-District (specify): _____

*District Program (account number): _____

*Estimated Total District Expense: _____

Approval * _____

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)

Form reviewed & complete (Building Principal or
Immediate Supervisor) _____

Building _____

(Date signed and forwarded)

(Superintendent or Designee)
required) _____

(Date)

____ Request granted

____ Request denied (written reason

____ Request granted with
modifications: _____

=====

Permissive Leave (If granted by Board action, request must be received by the Board for action before
date of leave request)

(Secretary to Board)

____ Request granted

____ Request denied (reason):

(Date)

____ Request granted with
modifications: _____

APPENDIX H-2 – OPTIONAL DAY FORM *revised 16*

Directions: Complete and return to your building principal for payment.

The optional days each consist of **seven (7) hours** and may not be part of the regular workday.

VERIFICATION OF ADDITIONAL TIME WORKED

I, _____ verify that I have fulfilled the conditions of working optional time which recognizes additional time performed beyond the contracted basic education work year and work day, all in accordance with the Collective Bargaining Agreement between the Toppenish School District and the Toppenish Education Association.

Indicate work performed here and on the attached form (**check all that apply**).

- _____ Working on approved student activities
- _____ Attending approved workshops, in-services and classes
- _____ Class preparation for special projects
- _____ Approved planning for instruction, data and assessment with other staff members
- _____ Home visits of students (notify principal prior to visits)
- _____ IEP/MDT preparation/meetings
- _____ Other by administrative approval (Please specify in the activity column below.)

This section must be completed.

Date	Activity	Time Began	Time Finished	Total Hours	Employee's Initials

Teachers' Signature _____

Date _____

Administrative Signatures

☐ Approved for payment

Principal's Signature

Date

Asst. Superintendent of Human Resources

Date

☐ Denied by principal—Reason for denial: _____

☐ Denied by Asst. Superintendent —Reason for denial: _____

All time must be submitted within sixty (60) days of completion. Will be paid no sooner than the October payroll.

FOR PAYROLL USE ONLY:

____% (Base Contract)
____% (Base Contract)

Hours _ x Rate_ = \$ ____ (Amount) Hours ____ x Rate_ = \$ ____
(Amount) Hours ____ x Rate_ = \$ ____ (Amount)

APPENDIX H-2 – OPTIONAL DAY FORM, cont.

[illegible]

APPENDIX H-3 – PERSONAL RESPONSIBILITY PAY VERIFICATION FORM

I, _____ verify that I have fulfilled the conditions of the Personal Responsibility Pay, working the hours beyond the contracted basic educational work year and work day.

Appropriate work for the above hours may include, but are not limited to:
(check appropriate activities)

- ☐ Pre and post workday/work year preparation for opening and/or closing school,
- ☐ Conferences and open house with parents,
- ☐ Student mentoring and academic tutoring,
- ☐ Classroom preparation and lesson planning.
- ☐ Preparation for special projects related to instruction,
- ☐ Joint planning of instruction, data and assessment with other staff members,
- ☐ Home visits of students,
- ☐ IEP preparation/meetings, and,
- ☐ Other activities directly related to instructional responsibilities within the District.

All activities are in accordance with the Collective Bargaining Agreement between the Toppenish School District and the Toppenish Education Association.

Signed: _____ Date: _____

TEA Member

Administrative Authorization: _____
Building Principal

Asst. Superintendent of Human Resources

Date: _____ Acct. Number: _____

DUE BY: June 1st

APPENDIX H-4 – SUPPLEMENTAL (OPTIONAL) PAY VERIFICATION FORM MIDDLE SCHOOL ONLY

I, _____ verify that I have fulfilled the conditions of the Supplemental Contract, working the hours beyond the contracted basic educational work year and work day, as follows: Middle School 10 hours

Signed: _____ Date: _____

[illegible]**FOR PAYROLL USE ONLY:**

Hours	x Rate = \$	Hours	x Rate = \$
1	10	1	10
2	20	2	20
3	30	3	30
4	40	4	40
5	50	5	50
6	60	6	60
7	70	7	70
8	80	8	80
9	90	9	90
10	100	10	100
11	110	11	110
12	120	12	120
13	130	13	130
14	140	14	140
15	150	15	150
16	160	16	160
17	170	17	170
18	180	18	180
19	190	19	190
20	200	20	200
21	210	21	210
22	220	22	220
23	230	23	230
24	240	24	240
25	250	25	250
26	260	26	260
27	270	27	270
28	280	28	280
29	290	29	290
30	300	30	300
31	310	31	310
32	320	32	320
33	330	33	330
34	340	34	340
35	350	35	350
36	360	36	360
37	370	37	370
38	380	38	380
39	390	39	390
40	400	40	400
41	410	41	410
42	420	42	420
43	430	43	430
44	440	44	440
45	450	45	450
46	460	46	460
47	470	47	470
48	480	48	480
49	490	49	490
50	500	50	500
51	510	51	510
52	520	52	520
53	530	53	530
54	540	54	540
55	550	55	550
56	560	56	560
57	570	57	570
58	580	58	580
59	590	59	590
60	600	60	600
61	610	61	610
62	620	62	620
63	630	63	630
64	640	64	640
65	650	65	650
66	660	66	660
67	670	67	670
68	680	68	680
69	690	69	690
70	700	70	700
71	710	71	710
72	720	72	720
73	730	73	730
74	740	74	740
75	750	75	750
76	760	76	760
77	770	77	770
78	780	78	780
79	790	79	790
80	800	80	800
81	810	81	810
82	820	82	820
83	830	83	830
84	840	84	840
85	850	85	850
86	860	86	860
87	870	87	870
88	880	88	880
89	890	89	890
90	900	90	900
91	910	91	910
92	920	92	920
93	930	93	930
94	940	94	940
95	950	95	950
96	960	96	960
97	970	97	970
98	980	98	980
99	990	99	990
100	1000		

Account Number

Account Number

APPENDIX I - VEBA III**Sick Leave Conversion Medical Reimbursement Plan*****Language to be added to Collective Bargaining Agreements and/or similar Agreements.***

The District has adopted the VEBA III Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Retirement Sick Leave Conversion: For the purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

Annual Sick Leave Conversion: Eligible for participation on an annual basis is limited to employees who have accumulated one hundred eighty (180) days of unused sick leave. To be eligible during the term of this agreement, an employee must have accumulated at least one hundred eighty (180) days of unused sick leave as of the effective date of this agreement.

The parties agree that the Plan shall cover [mark one]:

☐ Retirement Sick Leave Conversion Benefits only.

☐ Both Retirement and Annual Sick Leave Conversion Benefits.

	Annual membership vote required
2019-2020	Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
2020-2021	Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>
	Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>

APPENDIX J – REQUEST TO EXPUNGE INFORMATION FROM PERSONNEL FILE revised 2021

Pursuant to Article III, Section 6(D) of the Collective Bargaining Agreement I, _____, am requesting that the following document(s) be expunged from my personnel file:

Date

Signature

Upon completion of expunging the above requested information from the employee personnel file, this Appendix J will be returned to the employee.

APPENDIX K-1

Classroom Size Maximum Overload Worksheet Elementary K-2

Maximums	
Kindergarten/ First Grade	20
Second/Third Grade	24

Employee _____
 Building _____
 Month _____

Day of the Week	Students Over
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	
31	

Directions:

- 1) Start with the first day the maximum confirmed attendance student load is exceed and put the number of excess students in day of the week.
- 2) Record the number in excess each day.
- 3) Overload pay will start on the 1st overload day and stop the day after the overload decreased to the maximum load number.
- 4) Submit completed form monthly to building principal from processing.

Elementary: K-3: EIGHT dollars (\$8.00) per student per day for students on the employee's roster in Kindergarten through Third Grade.

Total Overload Students 0

Times Rate \$10.00

Total Pay \$0.00

Employee Signature

Principal Signature

Asst. Superintendent of Human Resources

Toppenish Agreement 2019-2021

Payroll Processing Date _____ Verified by Payroll _____

Initials

APPENDIX K-1.1

Classroom Size Maximum Overload Worksheet Elementary 4/5

Maximums	
Fourth Grade	29*
Fifth Grade	27

Employee _____
 Building _____
 Month _____

Day of the Week	Periods					
	1st	2nd	3rd	4th	5th	6th
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

Directions:

- 1) Start with the first day the maximum confirmed attendance student load is exceed and put the number of excess students in day of the week.
- 2) Record the number in excess each day per instructional period.
- 3) Overload pay will start on the 1st overload day and stop the day after the overload decreased to the maximum load
- 4) Submit completed form monthly to building principal from processing.

Elementary: 4-5: Four dollars (\$4.00) per student per day for students on the employee's roster in Fourth through Fifth grade.

Total Overload Students 0

Times Rate **\$6.00**

Total Pay \$0.00

Employee Signature

Principal Signature

Asst. Superintendent of Human Resources

Payroll Processing Date _____

APPENDIX K-2

Classroom Size Maximum Overload Worksheet Elementary Specialist

Maximums	
Kindergarten/ First Grade	20
Second/Third Grade	24
Fifth Grade	29*
Fifth Grade	27

Employee _____
 Building _____
 Month _____

Periods						
Day of the Week	1st	2nd	3rd	4th	5th	6th
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

Directions:

- 1) Start with the first day the maximum confirmed attendance student load is exceed and put the number of excess students in day of the week.
- 2) Record the number in excess each day per instructional period.
- 3) Overload pay will start on the 1st overload day and stop the day after the overload decreased to the maximum load number.
- 4) Submit completed form monthly to building principal from processing.

Elementary: Specialist/Activity teachers shall receive \$2.00 per student per instructional period.

Total Overload Students 0

Times Rate \$2.00

Total Pay \$0.00

Employee Signature

Principal Signature

Asst. Superintendent of Human Resources

Toppenish Agreement 2019-2021

Payroll Processing Date _____ Verified by Payroll _____

APPENDIX K-3

Classroom Size Maximum Overload Worksheet Secondary

Maximums	
Middle School	29
High School	31

Employee _____
 Building _____
 Month _____

Day of the Week	Periods						
	1st	2nd	3rd	4th	5th	6th	7th
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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21							
22							
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30							
31							

Directions:

- 1) Start with the first day the maximum confirmed attendance student load is exceed and put the number of excess students in the day of the week.
- 2) Record the number in excess each instructional period per day.
- 3) Overload pay will start on the 1st overload day and stop the day after the overload decreased to the maximum load
- 4) Submit completed form monthly to building principal from processing.

Secondary: THREE dollars (\$3.00) per student per instructional period per day.

Total Overload Students 0

Times Rate \$5.00

Total Pay \$0.00
Total Overload Students x Times Rate

 Employee Signature

 Principal Signature

 Asst. Superintendent of Human Resources

Toppenish Agreement 2019-20

Payroll Processing Date _____

Verified by Payroll _____
 Initials

APPENDIX L

ARTICLE IV - EVALUATION PROBATION

SECTION 1. PURPOSE

- A. The major premise underlying the development of the evaluation criteria contained herein is that the primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation should be a positive, developmental, and continuous process. It is intended that students will be the chief beneficiaries where employees and support personnel are evaluated on the basis of the minimum criteria contained in this evaluation instrument.
- B. For evaluation to serve the purpose of improving performance, it is essential that standards exist and be known and understood by those to be evaluated, as well as by those evaluating. The evaluation process should provide for the participation of the employee being evaluated; for substantive, constructive recommendations to the employee being assessed; and for necessary inservice assistance required by the employee to improve or enhance his/her professional competency. An important assumption in evaluation is that people desire to change and grow in effectiveness as professionals.

SECTION 2. GENERAL EVALUATIONS *revised 04*

- A. Under provisions of RCW 28A.405.100, each evaluation will serve as a basis for a written suggested and reasonable program for improvement in instances where an employee's performance is judged unsatisfactory. A copy shall be provided to the employee.
- B. The following conditions shall be noted when an observation of an employee takes place:
 - a) class size;
 - b) availability of supplies and equipment for the instructional program;
 - c) physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught;
 - d) preparation time; and
 - e) administrative support in dealing with disciplinary problems.
- C. The principal shall give each employee a copy of the Observation and Evaluation Report forms attached to this Agreement as Appendix D at the first building meeting of the year after all employees are assigned to their schools, and shall inform them of the evaluation process and its purpose in the District.

SECTION 3. OBSERVATIONS *revised 04*

- A. Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week and year.
- B. The evaluator and the employee shall plan in advance for at least one of the required classroom observations. The evaluator shall utilize the Professional Growth Worksheet as the basis for the observation. No later than five (5) days following the observation, the evaluator shall discuss the observation with the employee and provide the employee with a copy of the Professional Growth Observation Worksheet (Appendix D-1 or D-3) used during observation.
- C. In the event a series of short observations is used as a part of the evaluation process, the District may delay a meeting as described in B above until five (5) days after the last observation in the series. The evaluator shall provide feedback to the employee after each short observation by either verbal or written comment.

SECTION 4. EVALUATION PROCEDURES *revised 98*

- A. Each employee will be evaluated by the principal or designee in each school in which the employee works. The designee must be an administrator and the employee must be notified prior to observations who will be observing. If an employee works in more than one building, he/she will be observed in each building by each buildings' principal/designee, provided that the employee shall only have one principal/designee evaluator and shall be notified prior to the beginning of the observation process what building principal/designee shall act as the evaluator.
- B. Annually, employees will be observed for a minimum of sixty 60 minutes prior to the formal evaluation conference, with one observation being approximately thirty (30) continuous minutes in length, except as provided in C below. For new employees, the observation worksheet shall be completed before October 15. For all employees, at least one formal evaluation conference shall be held by May 1.
- C. Employees who have had three (3) or more consecutive years of satisfactory evaluations may be evaluated using the short form and its criteria.
- D. Each evaluation conference shall be held no later than five (5) days following the final observation of the employee for that evaluation.

The principal or immediate supervisor will complete the Evaluation Report Form for the employee's personnel file at such conference(s).

- E. The employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with the evaluation. The employee has the exclusive right to attach an addendum statement. Distribution of the final Evaluation Report Form shall be: (a) original--personnel file; (b) first copy--principal; and (c) second copy--employee.
- F. The District agrees that no electronic device of any type shall be used to listen, observe, or record any employee classroom procedure, except that any employee may use such devices for his/her own personal growth. The District may require an employee to record his/her classroom procedures and may review the recording with the employee; however, the employee shall retain the recording. Such recordings may not be used as evidence in the non-renewal process.

SECTION 5. PROBATIONARY PROCEDURE *revised 04*

- A. The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of performance relating to the instructional program. If it becomes necessary to place an employee on probation, such action shall be in accordance with this Article. In no event shall any employee be placed on probation without an evaluation being completed prior to January 15.
- B. Such probationary period shall be sixty (60) student days from on or before February 1 to May 1 of the same year. The probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps shall be followed:

STEP 1.

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

STEP 2.

If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 15.

STEP 3.

The Superintendent, or his/her designee, shall review the principal's or immediate supervisor's recommendation for probation.

STEP 4.

The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, he or she will be notified by letter prior to January 15th. The letter of probation from the Superintendent to the employee must include a specific and reasonable program for improvement as follows:

- a) a definition of the problem in terms of the adopted criteria;
- b) a set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined;
- c) a specific and reasonable program for remediation which spells out courses of action and expectations so the employee involved can reach an acceptable level of performance; and
- d) a plan for assistance by the principal or immediate supervisor which spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.

During the probationary period the principal shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Step 4 above shall apply to the documentation of evaluation reports during the probationary period.

STEP 5.

- a) If by May 1 and after all the steps and processes of the probationary period have been followed, the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.
- b) Conversely, if by May 1 and after all steps and processes of the probationary period have been followed, the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee shall be given a favorable evaluation for inclusion in the employee's personnel file.
- c) In either case, the Superintendent shall notify the employee in writing no later than May 15 of the status of his/her contract renewal.

SECTION 6. ENTRY LEVEL PROVISIONAL EMPLOYEES *revised 11*

- A. A Provisional Employee shall mean any employee who is in the employee's first two (2) three (3) years of employment unless they have received an overall satisfactory or better rating during the second year of employment and have been determined by the superintendent to be removed from provisional status; or the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee for the first year of employment in the District. This shall include any employee who returns to employment with the District after a separation of employment, or who returns to employment with the bargaining unit from other employment with the District.
- B. Provisional employees are not subject to a probationary period. Provisional employees shall be observed a minimum of thirty (30) minutes by the assigned administrator during the first ninety (90) days of employment. If the provisional employee receives an unsatisfactory on the evaluation, an administrative

intervention plan of improvement will be provided for the provisional employee. A mentor teacher will be assigned by the administrator to the employee from a volunteer mentor pool and a stipend will be provided for the mentor teacher. Such an intervention plan shall note the specific area(s) of deficiencies along with a reasonable program for improvement. A written evaluation shall be provided to the provisional employee and the employee has the right to attach an addendum. The administrator will observe the provisional employee an additional sixty (60) minutes prior to May 1. The employee may request and will be granted at least one observation after the administrative intervention plan of improvement is issued and prior to May first.

- C. Failure of the employee to comply with the improvement plan, or the employee does not demonstrate acceptable level of performance as stated in the prescribed improvement plan, will result in non renewal of employment. Notification of non renewal of employment will be given to the provisional employee on or before May 15.