


PDC Complaint – Aberdeen School District – Appendix

 <p>PUBLIC DISCLOSURE COMMISSION 711 CAPITOL WAY RM 206 PO BOX 40908 OLYMPIA WA 98504-0908 (360) 753-1111 Toll Free 1-877-601-2828</p>	<h1 style="margin: 0;">Political Committee Registration</h1>	<h1 style="margin: 0;">C1_{PC}</h1> <p>(1/12)</p>	100809165 AMENDS 1001092030
Committee Name (Include sponsor in committee name. See next page for definition of "sponsor." Show entire official name. Do not use abbreviations or acronyms in this box.) WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE		Acronym: WEA-PAC Telephone: 253-941-6700	
Mailing Address PO BOX 9100		Fax: 253-946-7603	
City FEDERAL WAY	County KING	Zip + 4 98063	E-mail: GMANSELL@WASHINGTONEA.ORG
NEW OR AMENDED REGISTRATION? <input checked="" type="checkbox"/> NEW. Complete entire form. <input type="checkbox"/> AMENDS previous report. Complete entire form.		COMMITTEE STATUS <input checked="" type="checkbox"/> Continuing (On-going; not established in anticipation of any particular campaign election.) <input type="checkbox"/> _____ election year only. Date of general or special election: _____ (Year)	
1. What is the purpose or description of the committee? <input type="checkbox"/> Bona Fide Political Party Committee - official state or county central committee or legislative district committee. If you are not supporting the entire party ticket, attach a list of the names of the candidates you support.			
<input type="checkbox"/> Ballot Committee - Initiative, Bond, Levy, Recall, etc. Name or description of ballot measure: _____			
<input checked="" type="checkbox"/> Other Political Committee - PAC, caucus committee, political club, etc. If committee is related or affiliated with a business, association, union or similar entity, specify name: WASHINGTON EDUCATION ASSOCIATION			
For single election-year only committees (not continuing committees): Is the committee supporting or opposing (a) one or more candidates? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, attach a list of each candidate's name, office sought and political party affiliation. (b) the entire ticket of a political party? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify the party:			
2. Related or affiliated committees. List name, address and relationship.			
<input type="checkbox"/> Continued on attached sheet.			
3. How much do you plan to spend during this entire election campaign, including the primary and general elections? Based on that estimate, choose one of the reporting options below. (If your committee status is continuing, estimate spending on a calendar year basis.) If no box is checked you are obligated to use Full Reporting. See instruction manuals for information about reports required and changing reporting options. <input type="checkbox"/> MINI REPORTING Mini Reporting is selected. No more than \$5,000 will be raised or spent and no more than \$500 in the aggregate will be accepted from any one contributor.			
<input checked="" type="checkbox"/> FULL REPORTING Full Reporting is selected. The frequent, detailed campaign reports mandated by law will be filed as required.			
4. Campaign Manager's or Media Contact's Name and Address			Telephone Number:
5. Treasurer's Name and Address. Does treasurer perform <u>only</u> ministerial functions? Yes ___ No <input checked="" type="checkbox"/> See WAC 390-05-243 and next page for details. List deputy treasurers on attached sheet. ARMAND L TIBERIO P.O. BOX 9100, FEDERAL WAY WA 98063-9100			Daytime Telephone Number: 253-941-6700
6. Persons who perform only ministerial functions on behalf of this committee and on behalf of candidates or other political committees. List name, title, and address of these persons. See WAC 390-05-243 and next page for details.			
<input type="checkbox"/> Continued on attached sheet.			
GENA H MANSELL, WEA/NEA PAC ACCOUNTING SPECIALIST, P.O. BOX 9100, FEDERAL WAY WA 98063-9100			
7. Committee Officers and other persons who authorize expenditures or make decisions for committee. List name, title, and address. See next page for definition of "officer."			
<input checked="" type="checkbox"/> Continued on attached sheet.			
ARMAND L TIBERIO, SECRETARY/TREASURER, P.O. BOX 9100, FEDERAL WAY WA 98063-9100 KIM MEAD, WEA-PAC CHAIR, P.O. BOX 9100, FEDERAL WAY WA 98063-9100 STEPHEN MILLER, VICE-CHAIR, P.O. BOX 9100, FEDERAL WAY WA 98063-9100			
8. Campaign Bank or Depository BANK OF AMERICA	Branch FEDERAL WAY	City FEDERAL WAY	
9. Campaign books must be open to the public by appointment between 8 a.m. and 8 p.m. during the eight days before the election, except Saturdays, Sundays, and legal holidays. In the space below, provide contact information for scheduling an appointment and the address where the inspection will take place. It is not acceptable to provide a post office box or an out-of-area address. Street Address, Room Number, City where campaign books will be available for inspection 32032 WEYERHAEUSER WAY SOUTH, FEDERAL WAY In order to make an appointment, contact the campaign at (telephone, fax, e-mail): 253-765-7021 253-946-7603 AIVERSON@WASHINGTONEA.ORG			
10. Eligibility to Give to Political Committees and State Office Candidates: A committee must receive \$10 or more each from ten Washington State registered voters before contributing to a Washington State political committee. Additionally, during the six months prior to making a contribution to a state office candidate your committee must have received contributions of \$10 or more each from at least ten Washington State registered voters. <input checked="" type="checkbox"/> A check here indicates your awareness of and pledge to comply with these provisions. Absence of a check mark means your committee does not qualify to give to Washington State political committees and/or state office candidates.		11. Signature and Certification. I certify that this statement is true, complete and correct to the best of my knowledge. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> Committee Treasurer's Signature ARMAND L TIBERIO </div> <div> Date 01-18-2018 </div> </div>	

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

2. Related or affiliated committees

5. Deputy Treasurers Name and Address.

6. Persons who perform only ministerial functions, Name, Title and Address.

7. Committee Officers, List Name, Title and Address.

SHAWN LEWIS	POLITICAL ACTION	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
JENN BLACK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
LEANN BLANCO	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
TRACEY DRUM	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98053-9100
SHANNON ERGUN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MORGAN GALLE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
BARB GAPPER	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
JAMES GOW	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
RYAN GRANT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
JARED KINK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
PAM KRUSE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
ADAM MACDONALD	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
CHASE PARSLEY	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MARTHA PATTERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
LINDA PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
SHELLEY HOULE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
TODD MCCLAUGHLIN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MAUREEN RAMOS	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
MICHAEL TAMAYO	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
DIANE SUNDBIK	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
CONNIE NOAKES	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
KARI VAN NOSTRAN	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
NICOLE WAY	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
ADAM WHITE	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
HEATHER YUCKERT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100
NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY WA 98063-9100

Amendment to C1PC Political Comm Registration - WEA-PAC

Gena Mansell [WA] reported 3 days ago (Fri, 16 Mar at 5:43 PM) via Email

To: pdc@pdc.wa.gov

Cc: aiverson@washingtonea.org, mgawley@washingtonea.org, mknight@washingtonea.org, sboe@washingtonea.org

Hello,

WEA-PAC needs to amend its C1PC Political Committee Registration to include a new Committee Officers name, with no actual change to the information on the form submitted on January 18, 2018. The new Officers name is: Raquel Cortez

Please attach the following list of names (attached), to the 2018 Washington Education Association Political Action Committees C1PC Form (attached for reference), so that the public will be able to view the additional Committee Officers name/information.

Thank you,

Gena H. Mansell

WEA Accounting & Public Policy Center

WEA/NEA PAC Accounting Specialist

Phone: (253) 765-7013

Fax: (253) 946-7603

2 Attachments



2018 C1PC Po...
(26.2 KB)



Attachment t...
(11.9 KB)

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
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NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
RAQUEL CORTEZ	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100

Amendment to C1PC Political Comm Registration - WEA-PAC

Gena Mansell [WA] reported 15 minutes ago (Tue, 15 May at 4:35 PM) via Email

To: pdc@pdc.wa.gov

Cc: aiverson@washingtonea.org, mgawley@washingtonea.org, mknight@washingtonea.org, slewis@washingtonea.org, rregan...

Hello,

WEA-PAC needs to amend its C1PC Political Committee Registration to include a new Committee Officers name, with no actual change to the information on the form submitted on January 18, 2018. The new Officers name is: James (Rod) Regan.

Please attach the following list of names (attached), to the 2018 Washington Education Association Political Action Committees C1PC Form (attached for reference), so that the public will be able to view the additional Committee Officers name/information.

Thank you,

Gena H. Mansell

WEA Accounting & Public Policy Center

WEA/NEA PAC Accounting Specialist

Phone: (253) 765-7013

Fax: (253) 946-7603

2 Attachments



2018 C1PC Po...
(26.9 KB)



Attachment t...
(12 KB)

Attachment to C1PC – Political Committee Registration

Name WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE

7. Committee Officers, List Name, Title and Address.

CATHLEEN PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
LINDA PETERSON	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
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HEATHER YUCKERT	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
NATE ZIEMKOWSKI	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
RAQUEL CORTEZ	BOARD MANAGER	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100
JAMES (Rod) REGAN	DIR. ADVOCACY&ORG	P.O. BOX 9100, FEDERAL WAY, WA 98063-9100



SOUNDVIEW UNISERV COUNCIL

The best UniServ in the UniVers



HOME ABOUT US LOCALS EVENTS / ETC. MEMBER BENEFITS NEWS STUFF UNION DUES

Why do I need to be interested in politics?

This ability to recognize the way things need to be done in order to ensure success in public education is as important as your daily interactions with colleagues, parents, principals, supervisors, and the superintendent. Here are a few reasons how politics affect your life daily:



WEA-PAC...

- ▶ **gives us a voice** to fight for increased education funding, higher school quality and improved compensation.
- ▶ **helps to elect** candidates who will put children and public education first.
- ▶ **gives us** a strong voice in the debate over key issues - including funding, class size, compensation and accountability and more.
- ▶ **is a powerful** voice in lobbying for the right kind of education reform. By being members of WEA-PAC we can work together to help children, strengthen our schools and improve compensation. Remember, recommendations are based on substantive educational issues only.
- ▶ **supports activities** to help protect the interests of education employees, and give us a better chance of winning improved compensation, health benefits and protecting collective bargaining rights.

YOU IN POLITICS!

2014 voter-approved I-1351 for smaller class sizes! You successfully collected over 300,000 signatures to get Initiative 1351 onto the ballot. Additionally, you successfully connected with voters through door belling and phonebanking to get out the vote to pass I-1351. This is now law!

Statewide one day walk outs! In 2015, we have been standing side by side with community members taking an incredible stand for students by walking out against the Legislature's failure to adequately address smaller class sizes, health care and educator compensation. As I'm writing this, elected officials are in their second special session in Olympia struggling to fully fund our public education system and showing a shocking display of politics over policy.

Election 2012 a decidedly pro-education victory! 80% of our Washington Education Association Political Action Committee's (WEAPAC) pro-education endorsed candidates were elected during this last general election. The legislative session news and how it will affect you and your job or you can text OurVoice at 41411.

WHAT IS WEA-PAC?

WEA-PAC is Washington Education Association's Political Action Committee. WEA-PAC supports candidates (school board, senators, state representatives, governor and more), regardless of party, who champion the needs of public education. Based on input from local WEA-PAC members, WEA-PAC Board Managers meet and determine how the political candidates stand on the issues that affect our members, our schools and our students.

We look for strong candidates who are willing to stand up for public education.

Is the politics in Olympia frustrating? Yes. It's also a great reminder that we need to elect candidates based on their support for our schools and students. **We need candidates** who will advocate for a well-funded education system as well as hold the line on threats to educators, students and public schools. **We have school board and other local races** up for election.

WHO CAN JOIN?

WEAPAC collects voluntary contributions and uses those funds for political purposes including, but not limited to, making contributions to and expenditures on behalf of pro-public education candidates in the state of Washington.

Making a contribution is neither a condition of employment nor membership in the Association, and members have the right to refuse to contribute. WEA-PAC contributions are not deductible as charitable contributions for federal tax purposes.

So, thank you to WEAPAC members. By being a member of WEA-PAC you help elect the best candidates running for office.

WEA-PAC PAYROLL DEDUCTION

1. **How does WEA-PAC payroll deduction work?** Simply sign the bottom of the WEA-PAC Payroll Deduction Authorization form and mail it to Jo Wood at Soundview or turn in to your building rep.
2. **How much do I have deducted?** The payroll deduction is \$27.00 per year - (\$2.25 per month for 12 months) - no more, no less. These deductions are ongoing year after year until you notify WEA and your school district to discontinue.
3. **When do my WEA-PAC payroll deductions begin?** You can file a WEA-PAC payroll deduction authorization at any time. The payroll deduction amount is never retroactive or prorated; you pay \$2.25 per month no matter what time of year you sign up.
4. **Am I required to report my WEA-PAC payroll contribution?** No. WEA will provide contributors' names to the PDC (Public Disclosure Commission) as required by law.

FEC
FORM 1STATEMENT OF
ORGANIZATION

Office Use Only

1. NAME OF COMMITTEE (in full) ☐ (Check if name is changed) Example: If typing, type over the lines.

12FE4M5

NEA Fund for Children and Public Education

ADDRESS (number and street)

1201 16th Street NW Ste 418

☐ (Check if address is changed)

Washington

CITY ▲

DC

STATE ▲

20036

ZIP CODE ▲

COMMITTEE'S E-MAIL ADDRESS

☐ (Check if address is changed)

jtakacs@nea.org

Optional Second E-Mail Address

COMMITTEE'S WEB PAGE ADDRESS (URL)

☐ (Check if address is changed)

N/A

2. DATE

01 / 05 / 2016

3. FEC IDENTIFICATION NUMBER ►

C C00003251

4. IS THIS STATEMENT ☐ NEW (N) OR ☒ AMENDED (A)

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Michael McPherson

Signature of Treasurer

Michael McPherson

[Electronically Filed]

Date

01 / 05 / 2016

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

Office
Use
OnlyFor further information contact:
Federal Election Commission
Toll Free 800-424-9530
Local 202-694-1100FEC FORM 1
(Revised 06/2012)

5. TYPE OF COMMITTEE

Candidate Committee:

- (a) ☐ This committee is a principal campaign committee. (Complete the candidate information below.)
- (b) ☐ This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate

Candidate
Party AffiliationOffice
Sought:

House

Senate

President

State

District

- (c) ☐ This committee supports/opposes only one candidate, and is NOT an authorized committee.

Name of
Candidate**Party Committee:**

- (d) ☐ This committee is a (National, State or subordinate) committee of the (Democratic, Republican, etc.) Party.

Political Action Committee (PAC):

- (e) ☒ This committee is a separate segregated fund. (Identify connected organization on line 6.) Its connected organization is a:
- ☐ Corporation ☐ Corporation w/o Capital Stock ☒ Labor Organization
- ☐ Membership Organization ☐ Trade Association ☐ Cooperative
- ☒ In addition, this committee is a Lobbyist/Registrant PAC.
- (f) ☐ This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee. (i.e., nonconnected committee)
- ☐ In addition, this committee is a Lobbyist/Registrant PAC.
- ☐ In addition, this committee is a Leadership PAC. (Identify sponsor on line 6.)

Joint Fundraising Representative:

- (g) ☐ This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, at least one of which is an authorized committee of a federal candidate.
- (h) ☐ This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, none of which is an authorized committee of a federal candidate.

Committees Participating in Joint Fundraiser

- | | | | |
|----|----------------------|---------------|----------------------|
| 1. | <input type="text"/> | FEC ID number | <input type="text"/> |
| 2. | <input type="text"/> | FEC ID number | <input type="text"/> |
| 3. | <input type="text"/> | FEC ID number | <input type="text"/> |
| 4. | <input type="text"/> | FEC ID number | <input type="text"/> |

Write or Type Committee Name

NEA Fund for Children and Public Education**6. Name of Any Connected Organization, Affiliated Committee, Joint Fundraising Representative, or Leadership PAC Sponsor**

National Education Association

Mailing Address 1201 16th Street NW

Washington

DC

20036

CITY

STATE

ZIP CODE

Relationship: ☒ Connected Organization ☐ Affiliated Committee ☐ Joint Fundraising Representative ☐ Leadership PAC Sponsor**7. Custodian of Records:** Identify by name, address (phone number -- optional) and position of the person in possession of committee books and records.

Full Name Lisa Robillard

Mailing Address 1201 16th St. NW Suite 510

Washington

DC

20036

Title or Position

CITY

STATE

ZIP CODE

Custodian of Records

Telephone number 202 - 822 - 7336

8. Treasurer: List the name and address (phone number -- optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Full Name of Treasurer Michael McPherson

Mailing Address 1201 16th Street NW Ste 418

Washington

DC

20036

Title or Position Treasurer

CITY

STATE

ZIP CODE

Telephone number 202 - 822 - 7179

Image# 201601059004434130

FEC Form 1 (Revised 02/2009)

Page 4

Full Name of
Designated
Agent

Mailing Address

Title or Position

Telephone number

9. **Banks or Other Depositories:** List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

M&T Bank

Mailing Address

25 South Charles St.

Baltimore

MD

21201

CITY

STATE

ZIP CODE

Name of Bank, Depository, etc.

Mailing Address

CITY

STATE

ZIP CODE

: 97 `A=G79 @G B9CI G`H9LH`F9 @G H98 `HC`5 `F9DCFHŽG7 <98I @G `CF`+H9A=N5HCB
.

Form/Schedule: F1A
Transaction ID :

This Statement of Organization is being amended to report a new Custodian of Records.

Form/Schedule:
Transaction ID:

FORM 1S -STATEMENT OF ORGANIZATION (Supplemental Page)

FEC Form 1G (Revised 06/2011)

Page 6

Banks or Other Depositories: List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

[ADDITIONAL]

Mailing Address

CITY ▲

STATE ▲

ZIP CODE ▲

[ADDITIONAL]

Name of Any Connected Organization, Affiliated Committee, Joint Fundraising Representative, or Leadership PAC Sponsor

NEA Advocacy Fund

Mailing Address

1201 16th Street NW Suite 418

Washington

DC

20036

CITY ▲

STATE ▲

ZIP CODE ▲

Relationship:

☐

Connected Organization

☒

Affiliated Committee

☐

Joint Fundraising Representative

☐

Leadership PAC Sponsor

[ADDITIONAL]

Designated Agent

Full Name

Mailing Address

Title or Position ▼

CITY ▲

STATE ▲

ZIP CODE ▲

Telephone number

Joint Fundraiser Participant

[ADDITIONAL]

FEC ID number

C

ABOUT THE NEA FUND

The NEA Fund is our voice in Washington—it speaks on behalf of our 3.2 million members from all 51 affiliates of the National Education Association. As the NEA's national PAC, the NEA Fund provides direct financial support to recommended candidates for President, the U.S. House, and the U.S. Senate who will fight to support teachers, staff, and students and improve public education.

The NEA Fund also supports pro-public education candidates in gubernatorial and other important state races as well as making independent expenditures asking people to vote for or against candidates based on their position on public education.

Every member who contributes to the NEA Fund does so voluntarily. Every dollar contributed to a candidate, a political party, or independent expenditures is voluntarily given. NEA does not use dues dollars for this purpose. Just as the NEA Fund relies on small contributions from thousands of members, the NEA candidate recommendation process is driven by NEA membership. NEA never recommends or endorses a candidate for federal office without the support of State Association leaders.



Your Voice For Transforming Public Policy

The NEA Fund website is open to NEA members, Executive and Administrative staff, and members of their families only.



The NEA Fund also supports pro-public education candidates in gubernatorial and other important state races as well as making independent expenditures asking people to vote for or against candidates based on their position on public education.



*Our Children,
Our Schools,
Our Future*

216 North G Street
Aberdeen, WA 98520
360-538-2000
Fax 360-538-2014
www.asd5.org

Alicia Henderson, Ph.D.
Superintendent
360-538-2002

Elyssa Louderback
Finance Director
360-538-2007

Jim Sawin
Human Resources
360-538-2222

Traci Sandstrom
Teaching and Learning
Technology
360-538-2123

Lynn Green
Career & Technical Education
Secondary Curriculum
360-538-2038

VIA EMAIL to rsluder@freedomfoundation.com

October 6, 2017

Raimee Sluder
Labor Policy Analyst
Freedom Foundation
P.O. Box 552
Olympia, WA 98507

RE: Public Records Request

Dear Ms. Sluder:

This letter is in response to your records request of October 5, 2017.

In addition to the records accompanying this response, the Aberdeen School District affirms that before executing a payroll deduction for any employee, the District requires the employee to submit a signed authorization which the District retains for at least three years. This affirmation was obtained from Cindy Lee, payroll and benefits manager for the District.

Two records and a total of four pages responsive to your request have been located:

WEA-PAC Enrollees	3 pages	Electronic Extract	\$0.00
WEA-PAC Form	1 page	Scanned Copy	\$0.15

The District is waiving the 15-cent fee for the scanned hard copy.

At this time, the Aberdeen School District considers the Freedom Foundation's records request of 10/05/2017 and 08/23/2017 fulfilled. If you have any questions, I can be reached at (360) 538-2002.

Sincerely,

Dee Anne Shaw
Executive Assistant/Public Information Officer
Superintendent's Office

ABERDEEN SCHOOL DISTRICT NO. 5
Payroll Extract / Employee WEA-PAC Deduction

ABRUSCATO, SALVATORE F	WEA PAC-WEA PAC	2.25
AMAROK, ALEXANDRA ELAINE	WEA PAC-WEA PAC	2.25
ARMENTA, HEIDI M	WEA PAC-WEA PAC	2.25
ARNOLD, GAIL EVERSON	WEA PAC-WEA PAC	2.25
ARQUETTE, JENNIFER ANN	WEA PAC-WEA PAC	2.25
ASCHENBRENNER, KARI A	WEA PAC-WEA PAC	2.25
AZAR, JULIE	WEA PAC-WEA PAC	2.25
BALL, SUSAN DARLENE	WEA PAC-WEA PAC	2.25
BOX, BALINDA MAJAEILA	WEA PAC-WEA PAC	2.25
BOYCE, EMILY JOAN	WEA PAC-WEA PAC	2.25
BROWN, KAREN MARIE	WEA PAC-WEA PAC	2.25
BRUNCKE, DAVID P	WEA PAC-WEA PAC	2.25
CABA, PAMELA	WEA PAC-WEA PAC	2.25
CAMPBELL, STACY AILEEN	WEA PAC-WEA PAC	2.25
CARLE, LAURA J	WEA PAC-WEA PAC	2.25
CARNEY, LISA M	WEA PAC-WEA PAC	2.25
CARSON, KRISTEN NICOLE	WEA PAC-WEA PAC	2.25
CHARTERS, JODY LOUISE	WEA PAC-WEA PAC	2.25
CHICANO, CONNIE J	WEA PAC-WEA PAC	2.25
CLINGEN, VICKI L	WEA PAC-WEA PAC	2.25
COLE, RANDY E	WEA PAC-WEA PAC	2.25
COLLIN, CHRIS A	WEA PAC-WEA PAC	2.25
COLWELL, HEATHER ELIZABETH	WEA PAC-WEA PAC	2.25
COX, MEGAN D	WEA PAC-WEA PAC	2.25
CUMMINGS, JORDAN K	WEA PAC-WEA PAC	2.25
DECOU, ANDREA G	WEA PAC-WEA PAC	2.25
DICKSON, SHELBY JAYNE	WEA PAC-WEA PAC	2.25
DOLAN, LESLIE	WEA PAC-WEA PAC	2.25
DURR, ANGELA WRIGHT	WEA PAC-WEA PAC	2.25
EDDY, JAMES BOWDEN	WEA PAC-WEA PAC	2.25
EMMETT, ASHLEY	WEA PAC-WEA PAC	2.25
ERWIN, CARRIE ANN	WEA PAC-WEA PAC	2.25
FAGERSTEDT, JOSEPH L	WEA PAC-WEA PAC	2.25
FESLER, STACIE ANNETTE	WEA PAC-WEA PAC	2.25
FILLO, DAWN CHRISTINE	WEA PAC-WEA PAC	2.25
FLEMING, LARRY JAMES	WEA PAC-WEA PAC	2.25
FLEMING, THERESA JOANN	WEA PAC-WEA PAC	2.25
FOULDS, KATIE L	WEA PAC-WEA PAC	2.25
FRITTS, MELISSA L	WEA PAC-WEA PAC	2.25
FROST, KEELEE L	WEA PAC-WEA PAC	2.25
FUHRER, KATHERINE RENE	WEA PAC-WEA PAC	2.25
FURTH, HOLLY E	WEA PAC-WEA PAC	2.25
GADWA, LESLIE SUZANNE	WEA PAC-WEA PAC	2.25
GAMLEAH, KATINA G	WEA PAC-WEA PAC	2.25
GAY, LORI ANN	WEA PAC-WEA PAC	2.25
GOOD, BARBARA A	WEA PAC-WEA PAC	2.25
GRAHAM-RATTIE, SHAWNIE A	WEA PAC-WEA PAC	2.25

As of October 2017

ABERDEEN SCHOOL DISTRICT NO. 5
Payroll Extract / Employee WEA-PAC Deduction

HAMBLIN, KELLY LYNN	WEA PAC-WEA PAC	2.25
HARLESS, GIENELLE RUTH	WEA PAC-WEA PAC	2.25
HARLESS, MATTHEW L	WEA PAC-WEA PAC	2.25
HARRIS, TRACEY JO	WEA PAC-WEA PAC	2.25
HIRSCHFELD, KATHRYN E	WEA PAC-WEA PAC	2.25
HOFFMAN, STEPHANIE	WEA PAC-WEA PAC	2.25
HOLT, SALLY L	WEA PAC-WEA PAC	2.25
HOWELL, CHRISTOPHER M	WEA PAC-WEA PAC	2.25
HYDE, SHARI GORETTI	WEA PAC-WEA PAC	2.25
INGRAHAM, HANNAH KATHERINE C	WEA PAC-WEA PAC	2.25
JEFFERSON, ELLEN KAYE	WEA PAC-WEA PAC	2.25
JOHNSON, BREANNE NICOLE	WEA PAC-WEA PAC	2.25
JUGUM, MYKA SELINA MUSICK	WEA PAC-WEA PAC	2.25
KIM, KATHERINE M	WEA PAC-WEA PAC	2.25
KING, AMY SHIZUKO	WEA PAC-WEA PAC	2.25
KRANICH, JONATHAN M	WEA PAC-WEA PAC	2.25
KRICK, CORINNA M	WEA PAC-WEA PAC	2.25
LEITCH, BRITTNI HERSHMAN	WEA PAC-WEA PAC	2.25
LENNIER, MARTHA L	WEA PAC-WEA PAC	2.25
LESMAN, JOAN FACKRELL	WEA PAC-WEA PAC	2.25
LEWIS, MAUREEN	WEA PAC-WEA PAC	2.25
LYLES, KIMBERLY IVY	WEA PAC-WEA PAC	2.25
MARCUSON, STEPHANIE	WEA PAC-WEA PAC	2.25
MARQUARD, KATHRYN J	WEA PAC-WEA PAC	2.25
MATISONS, TRICIA M	WEA PAC-WEA PAC	2.25
MATTHEWS, CAROL LYNN	WEA PAC-WEA PAC	2.25
MCDOUGALL, JULIE ANN	WEA PAC-WEA PAC	2.25
MEIKLE, KAREN L	WEA PAC-WEA PAC	2.25
MEISSNER, APRIL J	WEA PAC-WEA PAC	2.25
MINER, TRACY E	WEA PAC-WEA PAC	2.25
MOIR, M D HOKI	WEA PAC-WEA PAC	2.25
MORGAN, KARI A	WEA PAC-WEA PAC	2.25
NAVARRA, STEPHANIE MICHELLE	WEA PAC-WEA PAC	2.25
NIEMI, JULIE ANN	WEA PAC-WEA PAC	2.25
OLSEN, MARIA L	WEA PAC-WEA PAC	2.25
OLSON RIOS, DEBRA JEAN	WEA PAC-WEA PAC	2.25
PATTERSON, DANIEL S	WEA PAC-WEA PAC	2.25
PERSSON-ZORA, DANA	WEA PAC-WEA PAC	2.25
PETERSON, CATHLEEN ANNE	WEA PAC-WEA PAC	2.25
PETERSON, ERIK C	WEA PAC-WEA PAC	2.25
PORTMANN, DONNA LOUISE	WEA PAC-WEA PAC	2.25
POWELL, JOLENE J	WEA PAC-WEA PAC	2.25
PROM, CASSANDRA L	WEA PAC-WEA PAC	2.25
RAMSEY, ANNE M	WEA PAC-WEA PAC	2.25
REED, MICHELLE LEE	WEA PAC-WEA PAC	2.25
REVEL, CAMI LEIGH	WEA PAC-WEA PAC	2.25
REVEL, HARLEY DALE	WEA PAC-WEA PAC	2.25

As of October 2017

ABERDEEN SCHOOL DISTRICT NO. 5
Payroll Extract / Employee WEA-PAC Deduction

RICHIE, REBECCA J	WEA PAC-WEA PAC	2.25
RIDOUT, KEVIN M	WEA PAC-WEA PAC	2.25
RUPP, DAVID EDWARD	WEA PAC-WEA PAC	2.25
SEEK, MELENA C	WEA PAC-WEA PAC	2.25
SHAY, MONICA C	WEA PAC-WEA PAC	2.25
SILVERS, CASSANDRA J	WEA PAC-WEA PAC	2.25
SKORZEWSKI, DAWN SUSAN	WEA PAC-WEA PAC	2.25
SMITH, MELISSA MAY	WEA PAC-WEA PAC	2.25
STANFILL, DONNA L	WEA PAC-WEA PAC	2.25
STEUER-ROSCHKE, LOUIS RICHARD	WEA PAC-WEA PAC	2.25
SUNDSTROM, DANIEL J	WEA PAC-WEA PAC	2.25
SUTLOVICH, ROBERT L	WEA PAC-WEA PAC	2.25
SUTTON, JAMIE LEE	WEA PAC-WEA PAC	2.25
SWANTEK, KRISTI GOODENOUGH	WEA PAC-WEA PAC	2.25
SWINHART, STACY L	WEA PAC-WEA PAC	2.25
TALEVICH, JANIE K	WEA PAC-WEA PAC	2.25
TAYLOR, MERCEDES LEE	WEA PAC-WEA PAC	2.25
TEMPLETON, ELIZABETH SUSAN	WEA PAC-WEA PAC	2.25
TURNER, KASI CHRISTINE	WEA PAC-WEA PAC	2.25
TURNER, RHONDA	WEA PAC-WEA PAC	2.25
VERDE, SARA	WEA PAC-WEA PAC	2.25
WALKER, JUSTIN IAN	WEA PAC-WEA PAC	2.25
WEIBERG, MICHELLE L	WEA PAC-WEA PAC	2.25
WHITE SZYMANSKI, CARLA R	WEA PAC-WEA PAC	2.25
WILLIAMS, JANICE L	WEA PAC-WEA PAC	2.25
WILLIAMSON, ERIC L	WEA PAC-WEA PAC	2.25
WISEMAN, THEODORE JOHN	WEA PAC-WEA PAC	2.25
Deduction/Benefit Total	272.25	
A3D0		
A3D1		
A3E0		
ADD		
D0110		
W1W1		
Vendor Total		
Grand Total		

AUTHORIZATION FOR POLITICAL CONTRIBUTIONS

Name (First, MI, Last) _____ Home email _____
 Home Address (Street, Route or Box) _____ Apt. _____
 City _____ State _____ Zip _____
 Social Security Number:

--	--	--	--

 Local Association/Employer _____
 (Enter last four digits)

**WASHINGTON EDUCATION ASSOCIATION POLITICAL ACTION COMMITTEE (WEA-PAC)
 NATIONAL EDUCATION ASSOCIATION FUND FOR CHILDREN & PUBLIC EDUCATION (NEA-FCPE)**

The Washington Education Association Political Action Committee (WEA-PAC) and the National Education Association Fund for Children and Public Education (NEA-FCPE) collect voluntary contributions from Association members and use those contributions for political purposes including, but not limited to, making contributions to and expenditures on behalf of friends of public education who are candidates for state and local office, and in the case of the NEA-FCPE, for federal office. Contributions to the NEA-FCPE and WEA-PAC are voluntary; making a contribution is neither a condition of employment, nor membership in the Association, and members have the right to refuse to contribute without suffering any reprisal. No employer or labor organization may discriminate against an officer or employee in the terms and conditions of employment for (i) the failure to contribute to, (ii) the failure in any way to support or oppose, or (iii) in any way supporting or opposing a candidate, ballot proposition, political party or political committee.

A member may give more or less than the suggested amount of \$12 per year to the NEA-FCPE, or may contribute nothing at all, without it affecting his or her membership status, rights, or benefits in the NEA or WEA. Only U.S. citizens or lawful permanent residents may contribute to the NEA-FCPE or WEA-PAC. Federal law prohibits the NEA-FCPE from receiving donations from persons other than members of the NEA and its affiliates and their immediate families. All donations from persons other than members of NEA and its affiliates and their immediate families will be returned forthwith. Federal law also requires us to use our best efforts to collect the name, mailing address, occupation, and the name of employer of individuals whose contributions to the NEA-FCPE aggregate in excess of \$200 in a calendar year. Contributions to WEA-PAC and/or the NEA-FCPE are not deductible as charitable contributions for income tax purposes.

No employer or other person may withhold a portion of a Washington state resident's earnings (or that of a nonresident whose primary place of work is in Washington) in order to make contributions to a political committee that must report to the Public Disclosure Commission or to a candidate for state or local office without written permission from that individual. Completion of this form entitles the entity specified to make such a withholding. This authorization for withholdings and contributions remains in effect until revoked in writing by the employee and received by WEA-PAC at P.O. Box 9100, Federal Way, WA 98063-9100.

- ☐ Please discontinue any/all Electronic Funds Transfer (EFT) authorizations on file from my credit card and/or bank account.

AUTHORIZATION FOR PAYROLL DEDUCTION

In order to contribute to WEA-PAC and NEA-FCPE please check the appropriate boxes below:

- ☐ WEA-PAC: I, the undersigned, acknowledge that I am a member of the above-named education association (where the entity representing my bargaining unit is a WEA/NEA affiliate), the Washington Education Association and the National Education Association. With full knowledge of the information above, I hereby authorize my employer to deduct \$2.25 per month from my salary in order to make contributions to WEA-PAC. Multiple authorizations will result in only ONE deduction of \$2.25. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.
- ☐ NEA-FCPE: With full knowledge of the information above, I authorize you as my employer to deduct from my salary, in accordance with agreed-upon payroll procedure, the suggested NEA-FCPE contribution of \$12 (\$1 per month) for the current NEA membership year and each membership year thereafter. I understand that I am free to contribute more or less than this suggested amount (or nothing at all), but can only do so via a method other than payroll deduction. I agree that this authorization shall be automatically renewed each year thereafter unless written notice of revocation is given by me to WEA. Only certificated or classified personnel employed by Washington School Districts may elect to make contributions by payroll deduction.

Member's Signature _____

Date _____

Building Representative (optional) _____

STAFF PARTICIPATION IN POLITICAL ACTIVITIES

The board recognizes the right of its employees, as citizens, to engage in political activities. A staff member may seek an elective office provided that the staff member does not campaign on school property during working hours. In the event the staff member is elected to office, the employee may request a leave of absence in accordance with the leave policies of the district or the provisions of the applicable labor agreement for the employee.

No individual shall solicit on the school district property for any contribution to be used for partisan political purpose; or campaign for a political candidate or, for a political issue during school hours on school property.

The superintendent is directed to establish procedures, which specify the condition under which a staff member can participate in political activities.

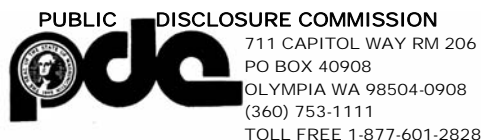
Legal References: RCW 41.06.250 Political activities

Adoption Date: 08/19/97
Revised: 10/18/05

Staff Participation in Political Activities

Guidelines for staff participation in political activities are as follows:

- A. Any employee who intends to campaign for an elective political office is encouraged to submit a statement of intent to the superintendent at least two weeks prior to the filing date. The letter of intent to file for political office shall include a statement, which outlines:
 - 1. The degree to which the employee might request leave to make personal appearances during work hours;
 - 2. The anticipated release time to conduct the duties associated with the elective office.
- B. The employee who intends to campaign for an elective office shall be advised that:
 - 1. Political activities shall not occur during the working hours of the employee. This shall not preclude the employee from renting space if such space is available on a rental basis for candidates who are not associated with the school district.
 - 2. Political circulars, petitions or endorsements may not be distributed or posted on school property.
 - 3. The collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property.
 - 4. The use of students for writing or addressing political materials, or the distribution of such materials to or by students is prohibited.
- C. An employee may not campaign for a political candidate or for a political issue during school hours on school property.
- D. Staff members who hold elective office are not entitled to release time from their school duties for reasons incidental to such office except as such time may qualify under the leave policies of the board or a provision of a negotiated labor agreement.
- E. Violation of any of the stated rules may constitute sufficient cause for reprimand or dismissal.



SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

C4

(3/97)

PDC OFFICE USE

100818679

AMENDS

100788170

02-24-2018

Candidate or Committee Name (Do not abbreviate. Include full name)

Washington Education Association Political Action Committee (Washington

Mailing Address

PO Box 9100

City

Federal Way, WA

Zip + 4

98063-9100

Office Sought (Candidates)

Election Date

2017Report Period
Covered

From (last C-4)

07/25/17

To (end of period)

08/31/17

Final Report?

Yes No **X**

***For PACs, Parties & Caucus Committees:** During this report period, did the committee make an **independent expenditure** (i.e., an expense not considered a contribution) **supporting or opposing a state or local candidate?**

RECEIPTS

*See next page

Yes

No

1. Previous total cash and in kind contributions (From line 8, last C-4) (if beginning a new campaign or calendar year, see instruction booklet)	\$	\$955,463.17
2. Cash received (From line 2, Schedule A)	\$	\$169,831.62
3. In kind contributions received (From line 1, Schedule B)		\$97,828.66
4. Total cash and in kind contributions received this period (Line 2 plus 3)		\$267,660.28
5. Loan principal repayments made (From line 2, Schedule L)		\$0.00
6. Corrections (From line 1 or 3, Schedule C)	Show + or (-)	(\$2,002.25)
7. Net adjustments this period (Combine line 5 & 6)	Show + or (-)	(\$2,002.25)
8. Total cash and in kind contributions during campaign (Combine lines 1, 4 & 7)		\$1,221,121.20
9. Total pledge payments due (From line 2, Schedule B)	\$0.00	

EXPENDITURES

10. Previous total cash and in kind expenditures (From line 17, last C-4) (If beginning a new campaign or calendar year, see instruction booklet)		\$379,993.48
11. Total cash expenditures (From line 4, Schedule A)		\$77,694.40
12. In kind expenditures (goods & services) (From line 1, Schedule B)		\$97,828.66
13. Total cash and in kind expenditures made this period (Line 11 plus line 12)		\$175,523.06
14. Loan principal repayments made (From line 2, Schedule L)		\$0.00
15. Corrections (From line 2 or 3, Schedule C)	Show + or (-)	(\$2,000.00)
16. Net adjustments this period (Combine lines 14 & 15)	Show + or (-)	(\$2,000.00)
17. Total cash and in kind expenditures during campaign (Combine lines 10, 13 and 16)		\$553,516.54

CANDIDATES ONLY

Name not

	Won	Lost	Unopposed	on ballot
Primary election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Treasurer's Daytime Telephone No.:

(253) 941-6700**CASH SUMMARY**

18. Cash on hand (Line 8 minus line 17)	\$667,604.66
[Line 18 should equal your bank account balance(s) plus your petty cash balance.]	
19. Liabilities: (Sum of loans and debts owed)	\$0.00
20. Balance (Surplus or deficit) (Line 18 minus line 19)	\$667,604.66

CERTIFICATION: I certify that the information herein and on accompanying schedules and attachments is true and correct to the best of my knowledge.

Candidate's Signature

Date

**Washington Education
Association Political Action****02/24/18**

Treasurer's Signature

Date

Armand Tiberio**02/24/18**

CASH RECEIPTS AND EXPENDITURE
SCHEDULE
to C4
A
 (11/93)
2

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washington Education Association Political Action Committee (Washington) **07/25/17** **08/31/17**

1. CASH RECEIPTS (Contributions) which have been reported on C3. List each deposit made since last C4 report was submitted.

Date of deposit	Amount	Date of deposit	Amount	Date of deposit	Amount	Total deposits
07/27/2017	\$26,648.67	07/31/2017	\$103.38	08/11/2017	\$11,675.25	
08/31/2017	\$105.60	08/04/2017	\$48.00	08/18/2017	\$3,126.58	
07/28/2017	\$54,987.52	08/10/2017	\$1,027.00	See attached		

2. TOTAL CASH RECEIPTS

Enter also on line 2 of C4 \$ **\$169,831.62**
CODES FOR CLASSIFYING EXPENDITURES: If one of the following codes is used to describe an expenditure, no other description is generally needed. The exceptions are:

- 1) If expenditures are in-kind or earmarked contributions to a candidate or committee or independent expenditures that benefit a candidate or committee, identify the candidate or committee in the Description block;
- 2) When reporting payments to vendors for travel expenses, identify the traveler and travel purpose in the Description block; and
- 3) If expenditures are made directly or indirectly to compensate a person or entity for soliciting signatures on a statewide initiative or referendum petition, use code "V" and provide the following information on an attached sheet: name and address of each person/entity compensated, amount paid each during the reporting period, and cumulative total paid all persons to date to gather signatures.

 CODE
 DEFINITIONS
 ON NEXT PAGE

 C - Contributions (monetary, in-kind & transfers)
 I - Independent Expenditures
 L - Literature, Brochures, Printing
 B - Broadcast Advertising (Radio, TV)
 N - Newspaper and Periodical Advertising
 O - Other Advertising (yard signs, buttons, etc.)
 V - Voter Signature Gathering

 P - Postage, Mailing Permits
 S - Surveys and Polls
 F - Fundraising Event Expenses
 T - Travel, Accommodations, Meals
 M - Management/Consulting Services
 W - Wages, Salaries, Benefits
 G - General Operation and Overhead
3. EXPENDITURES

- a) Expenditures of \$50 or less, including those from petty cash, need not be itemized. Add up these expenditures and show the total in the amount column on the first line below..
- b) Itemize each expenditure of more than \$50 by date paid, name and address of vendor, code/description, and amount.
- c) For each payment to a candidate, campaign worker, PR firm, advertising agency or credit card company, attach a list of detailed expenses or copies of receipts/invoices supporting the payment.

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
N/A	Expenses of \$50 or less	N/A	N/A	\$0.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315993 Job ID LD451702 Postcard Printing	\$2,880.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315994 Job ID LD451703 Postcard Printing	\$2,880.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315995 Job ID LD451705 Mail Piece Printing	\$4,770.00
07/28/17	BASTYR UNIVERSITY EVENTS amp; 14500 JUANITA DRIVE N.E. KENMORE, WA 98028-4966	M	7/11-12 Inv 771485	\$4,727.15
07/28/17	ELECT ZACHARY DEWOLF TO SEATTLE 213 17TH AVENUE EAST, #18 SEATTLE, WA 98112	C	Contribution from Seattle Education Association WEA-PAC Members	\$500.00
07/28/17	FRIENDS OF JENNIFER DURNEY 409 8TH STREET HOQUIAM, WA 98550	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$250.00

Total from attached pages \$ **\$61,687.25**

4. TOTAL CASH EXPENDITURES

Enter also on line 11 of C4 \$ **\$77,694.40**

EXPENDITURES CONTINUATION SHEET (Attachment to Schedule A)

Page 3

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washington Education Association Political Action Committee (Washington)

08/25/17 08/31/17

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
07/28/17	FRIENDS OF JENNIFER DURNEY 409 8TH STREET HOQUIAM, WA 98550	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$250.00
07/28/17	VOTE BILL DYER 1331 ROBERT GRAY BLVD ABERDEEN, WA 98520	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$1,000.00
07/28/17	STARLENE ENFIELD 69 JACKSON ST STEILACOOM, WA 98388	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
07/28/17	FRIENDS OF JENNIFER MCDONALD 2429 TOLMIE AVENUE DUPONT, WA 98327	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
07/28/17	FRIENDS OF JUGAL THAKOR 3093 SHEASER WAY DUPONT, WA 98327	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
08/02/17	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK MERCHANT CARD PROCESSING FEES	\$42.71
08/07/17	KENNEDY FUND 119 1ST AVENUE SOUTH, SUITE 320 SEATTLE, WA 98104	C	CONTRIBUTION	\$15,000.00
08/07/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/28 Inv 315997 Job ID LD451701 Mgmt-Production-Su- bscriptions	\$9,580.00
08/07/17	THE PACE STAFFING NETWORK P.O. BOX 50245 BELLEVUE, WA 98015-0245	M	7/26 Inv IVC010015572096 July Support Our Schools Activity	\$26,986.43
08/15/17	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK ANALYSIS CHARGES	\$365.61
08/23/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/18 Inv 316001 Job ID LD451714 Design and Print Lanyards	\$602.50
08/23/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/18 Inv 316000 Job ID LD451703 Design and Production of 6x11 print	\$4,610.00

Page Total \$ \$59,187.25

Attachment to Schedule A
Additional Deposits

for the period: 07/25/17 08/31/17

5

Name

Washington Education Association Political Action Committee (Washington

Date of Deposit	Amount	Date of Deposit	Amount	Date of Deposit	Amount
08/24/17	\$18,243.75				
08/30/17	\$53,865.87				

IN KIND CONTRIBUTIONS, PLEDGES, ORDERS, DEBTS, OBLIGATIONS

SCHEDULE
TO C4

B

(11/93)

6

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

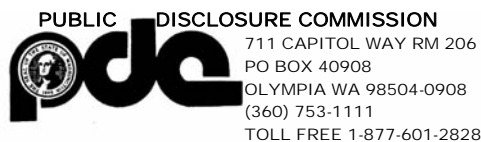
Washington Education Association Political Action Committee (Washington 07/25/17 08/31/17

1. IN KIND CONTRIBUTIONS RECEIVED (goods, services, discounts, etc.)

Date Received	Contributor's Name and Address	Description of Contribution	Fair Market Value	Aggregate Total	P R I	G E N	If total over \$100, Employer Name, City, State & Occup
07/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD 7/25/17 - 7/31/17	\$2,688.84 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD 8/01/17 - 8/31/17	\$12,186.63 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES	\$7,357.13 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES - Support Our Schools	\$26,126.08 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	GENERAL OFFICE COSTS - Support Our Schools	\$757.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	PRINTING EXPENSES - Support Our Schools	\$250.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	SUPPLIES - Support our Schools	\$100.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	READY/TALK SRVCS - Support Our Schools	\$200.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES	\$1,869.04 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	SUPPLIES	\$6,263.40 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	PAYPAL MERCHANT CARD PROCESSING FEE	\$65.65 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES - Support Our Schools	\$39,964.89 \$377,479.56				
TOTAL THIS PAGE			\$97,828.66				

Date of Report	Contributor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
07/27/17	MARCIA L DARRAH 2009 5TH ST SW PUYALLUP, WA 98371-7589	\$2.25	\$0.00	(\$2.25)
07/28/17	FRIENDS FOR PHILIP 2209 N. UNION TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
08/10/17	FRIENDS OF EVELYN LOPEZ 2522 N. PROCTOR STREET, # 67 TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
	Total corrections to contributions Enter on line 6 of C4. Show + or (-).			(\$2,002.25)

Date of Report	Vendor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
07/28/17	FRIENDS FOR PHILIP 2209 N. UNION TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
08/10/17	FRIENDS OF EVELYN LOPEZ 2522 N. PROCTOR STREET, # 67 TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
	Total corrections to expenditures Enter on line 15 of C4. Show + or (-).			(\$2,000.00)



SUMMARY, FULL REPORT RECEIPTS AND EXPENDITURES

C4

(3/97)

PDC OFFICE USE
100818679
AMENDS
100788170
02-24-2018

Candidate or Committee Name (Do not abbreviate. Include full name)

Washington Education Association Political Action Committee (Washington

Mailing Address

PO Box 9100

City

Federal Way, WA

Zip + 4

98063-9100

Office Sought (Candidates)

Election Date

2017

***For PACs, Parties & Caucus Committees:** During this report period, did the committee make an independent expenditure (i.e., an expense not considered a contribution) supporting or opposing a state or local candidate?

Report Period Covered

From (last C-4)

07/25/17

To (end of period)

08/31/17

Final Report?

Yes No **X**

RECEIPTS

*See next page

Yes

No

1. Previous total cash and in kind contributions (From line 8, last C-4) (if beginning a new campaign or calendar year, see instruction booklet)	\$	\$955,463.17
2. Cash received (From line 2, Schedule A)	\$	\$169,831.62
3. In kind contributions received (From line 1, Schedule B)		\$97,828.66
4. Total cash and in kind contributions received this period (Line 2 plus 3)		\$267,660.28
5. Loan principal repayments made (From line 2, Schedule L)		\$0.00
6. Corrections (From line 1 or 3, Schedule C)	Show + or (-)	(\$2,002.25)
7. Net adjustments this period (Combine line 5 & 6)	Show + or (-)	(\$2,002.25)
8. Total cash and in kind contributions during campaign (Combine lines 1, 4 & 7)		\$1,221,121.20
9. Total pledge payments due (From line 2, Schedule B)	\$0.00	

EXPENDITURES

10. Previous total cash and in kind expenditures (From line 17, last C-4) (If beginning a new campaign or calendar year, see instruction booklet)		\$379,993.48
11. Total cash expenditures (From line 4, Schedule A)		\$77,694.40
12. In kind expenditures (goods & services) (From line 1, Schedule B)		\$97,828.66
13. Total cash and in kind expenditures made this period (Line 11 plus line 12)		\$175,523.06
14. Loan principal repayments made (From line 2, Schedule L)		\$0.00
15. Corrections (From line 2 or 3, Schedule C)	Show + or (-)	(\$2,000.00)
16. Net adjustments this period (Combine lines 14 & 15)	Show + or (-)	(\$2,000.00)
17. Total cash and in kind expenditures during campaign (Combine lines 10, 13 and 16)		\$553,516.54

CANDIDATES ONLY

Name not

	Won	Lost	Unopposed	on ballot
Primary election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General election	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Treasurer's Daytime Telephone No.:

(253) 941-6700

CASH SUMMARY

18. Cash on hand (Line 8 minus line 17)	\$667,604.66
[Line 18 should equal your bank account balance(s) plus your petty cash balance.]	
19. Liabilities: (Sum of loans and debts owed)	\$0.00
20. Balance (Surplus or deficit) (Line 18 minus line 19)	\$667,604.66

CERTIFICATION: I certify that the information herein and on accompanying schedules and attachments is true and correct to the best of my knowledge.

Candidate's Signature

Date

**Washington Education
Association Political Action**

02/24/18

Treasurer's Signature

Date

Armand Tiberio

02/24/18

CASH RECEIPTS AND EXPENDITURE

SCHEDULE **A**
to C4
(11/93)

2

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washington Education Association Political Action Committee (Washington) 07/25/17 08/31/17

1. CASH RECEIPTS (Contributions) which have been reported on C3. List each deposit made since last C4 report was submitted.

Date of deposit	Amount	Date of deposit	Amount	Date of deposit	Amount	Total deposits
07/27/2017	\$26,648.67	07/31/2017	\$103.38	08/11/2017	\$11,675.25	
08/31/2017	\$105.60	08/04/2017	\$48.00	08/18/2017	\$3,126.58	
07/28/2017	\$54,987.52	08/10/2017	\$1,027.00	See attached		

2. TOTAL CASH RECEIPTS

Enter also on line 2 of C4 \$ **\$169,831.62**

CODES FOR CLASSIFYING EXPENDITURES: If one of the following codes is used to describe an expenditure, no other description is generally needed. The exceptions are:

- 1) If expenditures are in-kind or earmarked contributions to a candidate or committee or independent expenditures that benefit a candidate or committee, identify the candidate or committee in the Description block;
- 2) When reporting payments to vendors for travel expenses, identify the traveler and travel purpose in the Description block; and
- 3) If expenditures are made directly or indirectly to compensate a person or entity for soliciting signatures on a statewide initiative or referendum petition, use code "V" and provide the following information on an attached sheet: name and address of each person/entity compensated, amount paid each during the reporting period, and cumulative total paid all persons to date to gather signatures.

CODE
DEFINITIONS
ON NEXT PAGE

C - Contributions (monetary, in-kind & transfers)
I - Independent Expenditures
L - Literature, Brochures, Printing
B - Broadcast Advertising (Radio, TV)
N - Newspaper and Periodical Advertising
O - Other Advertising (yard signs, buttons, etc.)
V - Voter Signature Gathering

P - Postage, Mailing Permits
S - Surveys and Polls
F - Fundraising Event Expenses
T - Travel, Accommodations, Meals
M - Management/Consulting Services
W - Wages, Salaries, Benefits
G - General Operation and Overhead

3. EXPENDITURES

- a) Expenditures of \$50 or less, including those from petty cash, need not be itemized. Add up these expenditures and show the total in the amount column on the first line below..
- b) Itemize each expenditure of more than \$50 by date paid, name and address of vendor, code/description, and amount.
- c) For each payment to a candidate, campaign worker, PR firm, advertising agency or credit card company, attach a list of detailed expenses or copies of receipts/invoices supporting the payment.

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
N/A	Expenses of \$50 or less	N/A	N/A	\$0.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315993 Job ID LD451702 Postcard Printing	\$2,880.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315994 Job ID LD451703 Postcard Printing	\$2,880.00
07/28/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	N	7/24 Inv 315995 Job ID LD451705 Mail Piece Printing	\$4,770.00
07/28/17	BASTYR UNIVERSITY EVENTS amp; 14500 JUANITA DRIVE N.E. KENMORE, WA 98028-4966	M	7/11-12 Inv 771485	\$4,727.15
07/28/17	ELECT ZACHARY DEWOLF TO SEATTLE 213 17TH AVENUE EAST, #18 SEATTLE, WA 98112	C	Contribution from Seattle Education Association WEA-PAC Members	\$500.00
07/28/17	FRIENDS OF JENNIFER DURNEY 409 8TH STREET HOQUIAM, WA 98550	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$250.00

Total from attached pages \$ **\$61,687.25**

4. TOTAL CASH EXPENDITURES

Enter also on line 11 of C4 \$ **\$77,694.40**

EXPENDITURES CONTINUATION SHEET (Attachment to Schedule A)

Page 3

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washington Education Association Political Action Committee (Washington)

08/25/17 08/31/17

Date Paid	Vendor or Recipient (Name and Address)	Code	Purpose of Expense and/or Description	Amount
07/28/17	FRIENDS OF JENNIFER DURNEY 409 8TH STREET HOQUIAM, WA 98550	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$250.00
07/28/17	VOTE BILL DYER 1331 ROBERT GRAY BLVD ABERDEEN, WA 98520	C	Contribution from Chinook UC/Aberdeen Education Association WEA-PAC Members	\$1,000.00
07/28/17	STARLENE ENFIELD 69 JACKSON ST STEILACOOM, WA 98388	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
07/28/17	FRIENDS OF JENNIFER MCDONALD 2429 TOLMIE AVENUE DUPONT, WA 98327	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
07/28/17	FRIENDS OF JUGAL THAKOR 3093 SHEASER WAY DUPONT, WA 98327	C	Contribution from Soundview UC/Steilacoom Education Association WEA-PAC Members	\$250.00
08/02/17	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK MERCHANT CARD PROCESSING FEES	\$42.71
08/07/17	KENNEDY FUND 119 1ST AVENUE SOUTH, SUITE 320 SEATTLE, WA 98104	C	CONTRIBUTION	\$15,000.00
08/07/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/28 Inv 315997 Job ID LD451701 Mgmt-Production-Su- bscriptions	\$9,580.00
08/07/17	THE PACE STAFFING NETWORK P.O. BOX 50245 BELLEVUE, WA 98015-0245	M	7/26 Inv IVC010015572096 July Support Our Schools Activity	\$26,986.43
08/15/17	BANK OF AMERICA 32011 PACIFIC HWY. SOUTH FEDERAL WAY, WA 98003	G	BANK ANALYSIS CHARGES	\$365.61
08/23/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/18 Inv 316001 Job ID LD451714 Design and Print Lanyards	\$602.50
08/23/17	WINNING MARK, LLC 1220 SW MORRISON STREET, # 910 PORTLAND, OR 97205	M	7/18 Inv 316000 Job ID LD451703 Design and Production of 6x11 print	\$4,610.00

Page Total \$ \$59,187.25

Attachment to Schedule A

Additional Deposits

for the period: 07/25/17 08/31/17

5

Name

Washington Education Association Political Action Committee (Washington

Date of Deposit	Amount	Date of Deposit	Amount	Date of Deposit	Amount
08/24/17	\$18,243.75				
08/30/17	\$53,865.87				

IN KIND CONTRIBUTIONS, PLEDGES, ORDERS, DEBTS, OBLIGATIONS

SCHEDULE
TO C4

B

(11/93)

6

Candidate or Committee Name (Do not abbreviate. Use full name.)

Report Date

Washington Education Association Political Action Committee (Washington 07/25/17 08/31/17

1. IN KIND CONTRIBUTIONS RECEIVED (goods, services, discounts, etc.)

Date Received	Contributor's Name and Address	Description of Contribution	Fair Market Value	Aggregate Total	P R I	G E N	If total over \$100, Employer Name, City, State & Occup
07/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD 7/25/17 - 7/31/17	\$2,688.84 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	OVERHEAD 8/01/17 - 8/31/17	\$12,186.63 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES	\$7,357.13 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	EMPLOYEE SERVICES - Support Our Schools	\$26,126.08 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	GENERAL OFFICE COSTS - Support Our Schools	\$757.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	PRINTING EXPENSES - Support Our Schools	\$250.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	SUPPLIES - Support our Schools	\$100.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	READY/TALK SRVCS - Support Our Schools	\$200.00 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES	\$1,869.04 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	SUPPLIES	\$6,263.40 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	PAYPAL MERCHANT CARD PROCESSING FEE	\$65.65 \$377,479.56				
08/31/17	WASHINGTON EDUCATION P.O. BOX 9100 FEDERAL WAY, WA 98063-9100	MEETING EXPENSES - Support Our Schools	\$39,964.89 \$377,479.56				
TOTAL THIS PAGE			\$97,828.66				

CORRECTIONS

SCHEDULE
TO C4

C

7

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washington Education Association Political Action Committee (Washington) 07/25/17 08/31/17**1. CONTRIBUTIONS AND RECEIPTS** (Include mathematical corrections.)

Date of Report	Contributor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
07/27/17	MARCIA L DARRAH 2009 5TH ST SW PUYALLUP, WA 98371-7589	\$2.25	\$0.00	(\$2.25)
07/28/17	FRIENDS FOR PHILIP 2209 N. UNION TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
08/10/17	FRIENDS OF EVELYN LOPEZ 2522 N. PROCTOR STREET, # 67 TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
Total corrections to contributions Enter on line 6 of C4. Show + or (-).				(\$2,002.25)

CORRECTIONS

SCHEDULE
TO C4

C

8

Candidate or Committee Name (Do not abbreviate. Use full name.)

Date

Washington Education Association Political Action Committee (Washington) 07/25/17 08/31/17**2. EXPENDITURES** (Include mathematical corrections.)

Date of Report	Vendor's Name or Description of Correction	Amount Reported	Corrected Amount	Difference (+ or -)
07/28/17	FRIENDS FOR PHILIP 2209 N. UNION TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
08/10/17	FRIENDS OF EVELYN LOPEZ 2522 N. PROCTOR STREET, # 67 TACOMA, WA 98406	\$1,000.00	\$0.00	(\$1,000.00)
Total corrections to expenditures Enter on line 15 of C4. Show + or (-).				(\$2,000.00)

Aberdeen Education Association

Collective Bargaining Agreement

Aberdeen School District No. 5

September 1, 2016 – August 31, 2018

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EXHIBIT B-1	2016-2017 School Calendar
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EXHIBIT C	Self-Directed TRI Supplemental Contract Documentation
EXHIBIT D-1	Evaluation Form – Certificated Support Personnel
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APPENDIX 2	Danielson’s Framework Washington Rubrics
APPENDIX 3	Danielson’s Framework Student Growth Criteria

PREAMBLE

This Collective Bargaining Agreement is entered into between the Board of Directors on behalf of the Aberdeen School District No. 5, Aberdeen, Grays Harbor County, Washington, herein referred to as the "Employer", "Board", or "District", and the Aberdeen Education Association, herein referred to as the "Association" on behalf of the certificated employees, herein referred to as the "employees" as defined in Article I of this Agreement.

ARTICLE I

RECOGNITION

Section 1.1.1 Pursuant to RCW 41.59, the District recognizes the Aberdeen Education Association as the exclusive bargaining representative regarding hours, wages, and terms and conditions of employment for the following regularly employed certificated personnel who are employed by the Aberdeen School District No. 5 in positions for which the District requires that a valid certificate, as authorized by rule or regulation of the State Board of Education or the Superintendent of Public Instruction, be held:

- Teachers
- Counselors
- Psychologists
- Speech/Language Pathologists
- Librarians/Media Specialists
- Educational Specialists
- Occupational Therapists
- Physical Therapists
- Consultants
- Certified School Nurses
- Substitute Employees

Section 1.1.2 The term employee shall mean any certificated employee paid on the salary schedule and when used hereafter in the agreement shall refer to all Employees represented by the Association.

Section 1.1.3 Such representation is specifically understood to exclude supervisory personnel as described in RCW 41.59 such as the superintendent, assistant superintendent, business manager, directors, principals, and vice-principals.

Contractual Coverage for Substitutes

Section 1.2.1 Substitute employees are defined as substitute nonsupervisory certificated employees employed by the District: 1) for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year and who

continue to be available for employment as substitute teachers, or 2) who are in one teaching assignment for a period in excess of twenty (20) consecutive work days.

Section 1.2.2 The only provisions of this agreement applicable to represented substitutes are: Recognition, Non-Discrimination, Harassment, Personnel File, Safe Working Conditions, Management Rights, Employee's Personal Life, Work Station Visitations, Student Discipline; and the grievance procedure for these provisions. Employment and assignment of substitute teachers is at the discretion of the District.

Section 1.2.3 The rate of pay for represented substitutes will be a minimum of \$135 per day. The rate of pay for a represented substitute working for more than twenty (20) consecutive days in the same assignment will be the per diem rate based on the state salary schedule according to the represented substitute's credits and experience. When the consecutive assignment is completed, the represented substitute pay rate will be returned to the substitute rate of a minimum of \$135 per day.

ARTICLE II

ASSOCIATION SECURITY

Section 2.1.1 Any employee who is a member of the Association on November 21, 1977, shall thereafter maintain his or her membership in good standing in the Association during the life of this Agreement or shall pay a representation fee equivalent to the dues of the Association.

Section 2.1.2 Any employee hired on or after November 21, 1977, shall become and remain a member of the Association and shall maintain his or her membership in good standing in the Association during the life of this Agreement or shall pay a representation fee equivalent to the dues of the Association.

Section 2.1.3 Any employee asserting a right of non-association based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall be permitted to pay an amount of money equivalent to regular dues and fees to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association.

Section 2.1.4 The District shall deduct dues or service charges from the pay of employees as provided above. The District shall transmit all such funds deducted to the Washington Education Association or its agent on a monthly basis. The Association agrees to refund to the District any amounts paid to the Washington Education Association in error because of the check-off provisions.

ARTICLE III

USE OF BUILDINGS, BULLETIN BOARDS, MAILBOXES

Section 3.1.1 The Association shall have the privilege of using school-building facilities for meetings outside school hours, provided the facility is scheduled through the building administrator.

Section 3.1.2 The Association shall have the right to post notices of activities and matters of Association concern in areas such as lounges and workrooms provided primarily for teacher use. The Association accepts legal and fiscal responsibility for the content of its notices.

Section 3.1.3 The Association will be granted use of employee mailboxes for communication. An Association representative may place notices in individual mailboxes, physical or electronic. The Association accepts legal and fiscal responsibility for the contents.

Section 3.1.4 All rights and privileges granted to the Association under this section shall not be granted or extended to any competing labor organization. The District shall not be responsible for policing this item.

ACCESS AND ASSOCIATION BUSINESS

Section 3.2.1 Informal discussions of Association matters during non-teaching time by employees within their buildings during working hours shall be considered normal professional behavior provided it does not interrupt the teaching process.

Section 3.2.2 Employees may place and receive telephone calls and e-mail to discuss Association business during the scheduled duty-free lunch period and the last thirty (30) minutes of the workday, provided it does not disrupt normal school operations.

Section 3.2.3 Business may be conducted at other times during the employees' working hours only with permission of the Superintendent, the Superintendent's designee, or the principal, provided this shall not interrupt the normal school operations.

AVAILABILITY OF INFORMATION: CONTRACTUAL REQUEST

Section 3.3.1 Upon receipt of a written request (including e-mail requests), the District will make available to the Association President for inspection item #4 below and the District will furnish copies of items #1, #2, and #3 below, all these being non-confidential information that is legally available:

1. Final Budget (F-195)
2. Monthly County Treasurer's Report
3. Monthly General Fund Financial Statement
4. Audit Report

Section 3.3.2 Upon receipt of a written request (including e-mail requests), the District will furnish to the Association President, the following information that is legally available:

1. A copy of Board meeting agendas and minutes
2. List of certificated employees
3. Name, school, and hiring date of new employees
4. School Enrollment Report
5. Notices of classified and certificated vacancies.

Section 3.3.3 All information which may be necessary for the Association to process any grievance within the terms of this contract, provided it does not violate an individual's right to privacy, will be furnished upon written request. Such information will be furnished as expeditiously as possible, considering the research and/or clerical work required and the availability and workload of employees to perform such research and/or clerical tasks.

Section 3.3.4 The Association may request other items not listed above. Such requests will be met or responded to at the District's discretion within five (5) days.

ASSOCIATION RIGHT TO PERSONNEL INFORMATION

Section 3.4.1 The Association, in the presence of, or with the written permission of the bargaining unit member, shall have the right to review, in the presence of the Superintendent or his/her designee, all material in the member's personnel file. If it is determined by the Association or the member that information therein is required for the Association to fulfill its representative responsibility, copies of such material will be furnished to the Association by the District, upon presentation of written permission from the individual member, on a cost basis.

ASSOCIATION RELEASE TIME

Section 3.5.1 The Association President may take time off to attend to Association business or carry out the functions of president during the workday after giving prior notification to the Superintendent. This notification must be submitted with sufficient time to allow the District to secure a substitute.

Section 3.5.2 Up to fifty (50) days of leave paid by the District shall be available to the Association each school year for Association business provided a substitute is available if needed. Such leave for Association members other than the President shall require pre-approval by the Superintendent.

Section 3.5.3 The Association shall reimburse the District the cost of substitutes, if used.

Section 3.5.4 No more than six (6) employees may use Association business leave on the same day.

Section 3.5.5 No employee, other than the President, may use more than twelve (12) Association business days in any school year. The thirteenth day, etc., for said individual shall be without pay.

Section 3.5.6 Association members, who hold national or state Association positions, may use a maximum of six (6) additional days with the cost of substitutes being paid by the Association. These additional days shall not be part of the fifty (50) days.

Section 3.5.6 The Association President may request Board approval for a leave of absence without pay for one (1) contract year or one (1) semester, or for a portion of each day.

Association Grievance Hearings

Section 3.5.7 All grievance hearings shall be held outside the regular workday unless otherwise approved by the superintendent or his/her designee.

Association Bargaining Calendar

Section 3.5.8 A calendar will be mutually agreed upon prior to bargaining.

ASSOCIATION EXCLUSIVITY

Section 3.6.1 Duly authorized representatives of the Association are afforded all rights and privileges set forth in this agreement. These rights and privileges are afforded to the Association as legal representatives of all employees covered under this Agreement.

DISTRIBUTION OF ASSOCIATION MATERIALS

Section 3.7.1 At the beginning of the work year, the District agrees to distribute to all employees within the bargaining unit material provided by the Association concerning Association programs.

MONDAY MEETINGS

Section 3.8.1 The District will not require employees to attend meetings on Mondays that will conflict with the employees' individual responsibilities to represent the Association.

ARTICLE IV

EMPLOYEE'S PERSONAL LIFE

Section 4.1.1 The private and personal life of any employee is not within the appropriate concern or attention of the District except for matters listed under Chapter 180-87 WAC, Professional Certification—Acts of Unprofessional Conduct. (Exhibit F)

NON DISCRIMINATION

Section 4.2.1 There shall be no discrimination against any employee because of such employee's race, color, national origin, religion, creed, age, sex, sexual orientation, gender expression or identity, honorably discharged veteran or military status, pregnancy, the presence of any sensory, mental or physical disability, the use of a trained guide dog or service animal, or any other basis prohibited by law. There shall also be no discrimination against any employee because of such employee's domicile, or political activity or lack thereof. The District will comply with all state and federal guidelines and/or regulations. This is in accordance with Title VI of the 1964 Civil Rights Act; Section 504 of the Rehabilitation Act, 1973, as amended; Americans With Disabilities Act, July 26, 1990, P.L. 101-336, and Title IX/ RCW 28A.640 of the Education Amendments of 1972, as amended.

HARASSMENT

Section 4.3.1 Harassment of employees is prohibited in the work place by any person and in any form at any time. The District and the Association are committed to a working and learning environment that is free of discriminatory intimidation. The exploitation of authority to harass employees is a form of illegal discrimination and will not be tolerated if such conduct creates an intimidating, hostile, or offensive work environment for the employee. This will not limit the District's ability to supervise or evaluate employees as long as this action is not deemed discriminatory or arbitrary pursuant to this contract or state law.

The District and Association are committed to treat all such complaints or allegations with respect and confidentiality regarding the personal privacy of all concerned parties. An employee who brings a complaint can do so without fear of retaliation.

RIGHTS OF EMPLOYEES

Section 4.4.1 The District shall not interfere with, restrain, coerce, or prevent any employee from exercising his/her right under the provision of RCW 41.59.060, to form, join, or assist the Association. The District agrees it will not discriminate against any employee because of membership in the Association.

ACADEMIC FREEDOM

Section 4.5.1 Academic freedom shall be guaranteed to all employees, limited as follows: employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Each educator has a special responsibility as a scholar in an applied field. This special responsibility includes being accountable to the pursuit of knowledge, the teaching-learning process, evidence, and openness of inquiry.

Section 4.5.2 Controversial issues shall be handled as they arise in the classroom and shall not be avoided in order to restrict or restrain the academic freedom of either the employee or the student. The student and the employee alike may initiate discussion of a controversial issue related to the instructional objectives of the class and provide material relevant to the

discussion and appropriate to the majority of the group. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunities for exploration by the students into all sides of the issue.

PERSONNEL FILES

Section 4.6.1 The District and the Association acknowledge that personnel information at both the District and building level may be maintained on hard copy or computer media and contract provisions apply to both media. Only one official personnel file will be kept for each employee in Human Resources. Each employee's personnel file shall contain the following minimum items of information: the employee's final summative evaluation reports, copies of annual contracts, teaching certificate number, a transcript of academic records, and confidential credentials obtained from college placement offices.

Section 4.6.2 Each employee or former employee shall have the right to review, in the presence of the Superintendent or his/her designee, all material, except for confidential credentials from colleges, in his/her personnel file. Upon request, a copy of any document contained therein shall be afforded the employee at the employee's expense. The signing of an inventory sheet prepared by the employee to verify the contents of a personnel file at the time of review by the employee is considered a normal part of personnel file inspection. An employee shall have the right to attach his/her response to materials contained in the file.

Section 4.6.3 Derogatory material not shown to an employee within ten (10) days of receipt will not become part of the employee's personnel file. Furthermore, no secondhand, unsigned statements shall be kept in any personnel file unless the District investigates the accusation and determines that the matter should be the basis of disciplinary action. An employee shall have the right to attach his/her response to those materials. No derogatory statement shall be kept in any employee's file more than three (3) calendar years from the date of receipt except where law prohibits removal, there are reasons to believe that state law or state policy may have been violated or the continued practice of the same behavior may result in state law or policy being violated. Such materials shall be removed from the file at the employee's request at that time. However, the Superintendent may at his/her discretion remove the derogatory statement during the three (3) year period.

Section 4.6.4 At the request of either party, the District and the Association shall meet to bargain legislative changes impacting Personnel Files language (i.e., ESSB 5533).

Section 4.6.5 The employee's evaluating administrator may have a working file. The material in this file must be dated. This file will be purged of all material older than three (3) years and/or when an employee or evaluator goes to a different building. However, this does not limit the District's ability to maintain working files in the event an interim administrator is hired to complete a school year. If the employee grieves any aspect of the evaluation, then the file will remain intact until the grievance is resolved. This working file is available for review by the employee upon request. Any documentation of complaints from parents, students, community members, or other employees that have not been shared with the employee within

five (5) days of receipt of the complaint, may not be used in the evaluation or for disciplinary purposes and must be removed from the working file at the end of the school year.

Section 4.6.6 A separate file for processed grievances shall be kept apart from the employee's personnel file and shall be open for inspection by the employee.

Section 4.6.7 No other files will be maintained for the purpose of discharging an Employee.

INSURANCE COVERAGE

Section 4.7.1 The District agrees to maintain the present insurance policies or reasonably comparable coverage, if available, for the duration of the Agreement. Current policies are Errors and Omissions, General Liability, Fire and Umbrella Excess Costs. If comparable coverage is unavailable, the Association will be informed. A brief synopsis of the current policies is attached. (Exhibit H)

SAFE WORKING CONDITIONS

Section 4.8.1 The District agrees to provide safe and non-hazardous working conditions within the District's facilities. Employees will not be required to re-enter a building if it has been evacuated for any reason, until such time as the building has been declared safe by the appropriate authority. The employees will use all safety equipment required by State and Federal regulations and provided by the District. The District agrees to comply with all appropriate and applicable health and safety regulations. Employees accept the responsibilities stated in WAC 296-24-025, General Safety and Health Standards.

Section 4.8.2 Any case of assault upon an employee shall be promptly reported to the District or his/her designated representative. The District will render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

LOCKER AND STUDENT SEARCHES

Section 4.9.1 It is agreed that an employee will have the option of participation or non-participation in locker and student searches.

WEAPONS ON CAMPUS

Section 4.10.1 Possession or use of firearms, dangerous weapons, explosives, or other items capable of producing bodily harm is prohibited. Students in possession or using any weapons or dangerous devices including, but not limited to any weapon listed as a deadly weapon in RCW 9A.04.110 or local ordinances, will be disciplined according to State Law.

Section 4.10.2 The principal will immediately and thoroughly investigate reports and rumors regarding firearms, dangerous weapons, and explosives on school property and at school events. The principal will take prompt and reasonable action to protect employees and

students and their property. The student's parents or guardians and law enforcement agencies will be promptly informed of the incident.

Section 4.10.3 The district will follow the provisions of "Prohibition on Firearms and Weapons on School Premises" (RCW 9.41.)

ARTICLE V

MANAGEMENT RIGHTS

Section 5.1.1 It is agreed that the rights, powers, functions, and authority of management given by law are vested in management officials of the District. Included in these rights, in accordance with, and subject to applicable laws, regulations, and other provisions of this Agreement, is the right to direct the work force, the right to hire, evaluate, promote, retain, transfer, and assign employees to positions, the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of unsatisfactory evaluated performance or for other legitimate reasons. The District shall retain the right to maintain efficiency of the District operation.

The right to make reasonable regulations shall be considered acknowledged functions of the District. In making regulations relating to matters of working conditions, the District shall give consideration to the legal rights of the employees. The District retains and reserves all powers, rights, authority, duties, and responsibilities conferred by law and the regulations of the Washington Administrative Code.

ARTICLE VI

WORK LOAD LEVELS

Section 6.1.1 The Class Size Committee will address all general education and special education work load levels. It shall consist of seven (7) members. Three (3) members and one (1) alternate member shall be administrators appointed by the Superintendent. Four (4) Association members shall include: one (1) general education elementary teacher, one (1) general education secondary teacher, one (1) special education elementary teacher, and one (1) special education secondary teacher. Two (2) alternate members shall be appointed by the President of the Association.

The Class Size Committee shall schedule an initial meeting in October to establish committee procedures. Subsequent communication regarding irregularities may be addressed electronically. Any committee member may call a face-to-face meeting to discuss a claimed irregularity. Each member attending shall have an equal voice. Recommendations of the Committee shall be made by consensus.

Section 6.1.2 It shall be the function of the Class Size Committee to review and make recommendations on situations called to its attention by the administration, by a member of

the certificated staff, or by the Association where a class size irregularity is claimed to exist after the October enrollment count day. Claimed class size irregularities shall initially be addressed by the building administrator. In the event a class size irregularity cannot be remedied at the building level, notice shall be filed by the building administrator or affected teacher to the class size committee via email at classsizecom@asd5.org. Within five (5) instructional days of receipt of such notice the Class Size Committee shall address the issue.

Section 6.1.3 Such recommendations shall be forwarded, in writing, to the Superintendent, or his or her designee, who shall notify the claimant, the Association, and the members of the Class Size Committee of his/her action on such recommendations. In the event of a disagreement between the Superintendent and the Class Size Committee, the recommendations of the Class Size Committee shall be forwarded to the Board for a final decision.

Section 6.1.4 The District agrees not to increase class sizes during the life of this Collective Bargaining Agreement between the District and the Association. The District will maintain the smallest class sizes possible within the constraints of the state funding formula, available local special levy funding, available federal funding, individual building needs, grade-level instructional needs of students and the operational facilities of the District. The District will maintain a balance of students per class at each grade level at each building. A reasonable effort will be made to have the smaller class in a split grade elementary class be at least six (6) students. An effort will be made to achieve gender balance. Except as affected by categorical funding, the District will attempt to maintain a balance of students per class at each grade level District-wide.

Section 6.1.5 Review of a claimed class size irregularity may be requested after the October enrollment count day of each school year in the absence of class size balance, where a single grade elementary self-contained classroom exceeds for five (5) consecutive school days in grades K-3 twenty-four (24) students, and in grades 4-6 twenty-seven (27) students; or where a split grade elementary self-contained classroom exceeds in grades K-3 twenty-three (23) students; and in grades 4-6 twenty-five (25) students.

Section 6.1.6 Junior high class sizes in excess of thirty (30) students or thirty-eight (38) students in physical education for five (5) consecutive school days after the October enrollment count day will be reviewed by the committee for adjustment (excluding music). In the second semester, class sizes will be reviewed on February 25. Advisory classes are subject to class size limits of thirty (30).

Section 6.1.7 High school class sizes in excess of thirty-two (32) students or forty (40) students in physical education for five (5) consecutive school days after the October enrollment count day will be reviewed by the committee for adjustment (excluding music). In the second semester, class sizes will be reviewed on February 25. Advisory classes are subject to class size limits of thirty-two (32).

Section 6.1.8 In reviewing a claimed class size irregularity, the Class Size Committee shall investigate the existence of a problem, determine the alternatives which may be available,

and make recommendations concerning relief of the situation where a class size irregularity is found to exist, including but not limited to:

- Transfer of students
- Allocation of additional certificated staff resources
- Allocation of additional aide resources
- Additional compensation for affected employees, one pro-rated day of regular substitute pay per student per month in excess of the guidelines.
- Other remedies as deemed appropriate

Section 6.1.9 The employee may access the Special Education Work Load Committee when there are six (6) or more students with Individualized Education Plans placed in a regular classroom.

Section 6.1.10 At the secondary level, a committee made up of counselors, teachers, and administrators will examine the student scheduling processes. This committee will be in place by December 1 of each school year.

Section 6.1.11 In the event that, during the life of this Collective Bargaining Agreement between the District and the Association, a final determination resulting from a Public Employment Relations Commission unfair labor practice case or declaratory ruling holds that class size is a non-mandatory subject of bargaining, the provisions of this Article (or section) shall automatically be deleted from that date forward from the Collective Bargaining Agreement.

Section 6.1.12 This Article shall not be effective at a time when employees are laid off under the reduction in force procedure or during a year for which there has been a double levy failure.

SPECIAL EDUCATION WORK LOAD LEVEL

Section 6.2.1 After discussing the overage and possible remedies with the Special Services Director, if an overage is not resolved, it shall be the function of the Class Size Committee to review concerns of teachers concerning students with special needs and to recommend to the Superintendent possible solutions. The Class Size Committee will be activated at the request of the involved employee when:

1. At the elementary level, the resource room caseload of students will not exceed twenty-six (26) special education students. No more than thirteen (13) students will be assigned to a resource room during any one period.
2. At the secondary level, the resource room caseload will not exceed thirty (30) students. No more than fifteen (15) students will be assigned during any one period. Special education classes at the secondary level may contain more than fifteen (15) I.E.P. students when two teachers decide to combine their classes to team teach and the principal concurs.

3. The elementary severely disabled caseloads will not exceed eight (8) students per certificated employee. The elementary moderately disabled caseload will not exceed eleven (11) students per certificated employee. In both the severely disabled and moderately disabled classrooms, para-educators will be assigned to insure the safety and manage the needs of the individual students, irrespective of the number of students on the certificated staff's caseload. Blended severely and moderately disabled caseloads will be prorated for staffing. Should the above caseloads be exceeded, regardless of the number of para-educators assigned to the class, the affected employee may activate the Class Size Committee after discussing the overage and possible remedies with the Special Services Director.
4. The secondary severely disabled caseloads will not exceed eight (8) students per certificated employee. The secondary moderately disabled caseload will not exceed thirteen (13) students per certificated employee. In both the severely disabled and moderately disabled classrooms, para-educators will be assigned to insure the safety and manage the needs of the individual students, irrespective of the number of students on the certificated staff's caseload. Blended severely and moderately disabled caseloads will be prorated for staffing. Should the above caseloads be exceeded, regardless of the number of para-educators assigned to the class, the affected employee may activate the Class Size Committee after discussing the overage and possible remedies with the Special Services Director.

Section 6.2.2 After discussing the overage and possible remedies with the Special Services Director, if an overage is not resolved the Class Size Committee may be activated. The caseload limits for Occupational Therapists, Speech-Language Pathologists, and School Psychologists are listed below:

- A. Occupational Therapists (OT) – 42 students per OT. When OTs are assigned more than three (3) buildings where services are delivered, the Special Services Director will be notified. Each fulltime COTA (Certified Occupational Therapy Assistant) that is assigned to the OT program shall count as 0.5 FTE when calculating caseload average (part-time COTA hours shall be prorated into the formula).

Factors used in determining caseloads include but are not limited to:

- a. the number of sites assigned,
- b. students' qualifying disabilities,
- c. direct therapy time determined by the IEP,
- d. availability and use of support personnel,
- e. the number of assessments and IEPs,
- f. assignment to the preschool assessment team.

- B. Speech-Language Pathologists (SLP) –55 students per SLP. When assigned more than three (3) buildings where services are delivered, the Special Services Director will be notified. Each fulltime SLPA (Speech Language Pathology Assistant) assigned to the SLP program shall count as 0.5 FTE when calculating caseload average (part-time SLPA hours shall be prorated into the formula).

Factors used in determining caseloads include but are not limited to:

- a. the number of sites assigned,
- b. students' qualifying disabilities,
- c. direct therapy time determined by the IEP,
- d. availability and use of support personnel,
- e. the number of assessments and IEPs,
- f. assignment to the preschool assessment team.

C. School Psychologists – Ratio of one (1) School Psychologist per 1,100 students. The Class Size Committee will be convened when the ratio exceed 1:1100 to assist in balancing the caseloads within the certificated staff. The number of sites will also be taken into account when balancing the caseloads.

WORK STATION VISITATIONS

Section 6.3.1 The employees encourage patrons to visit classroom work stations. To facilitate this process with the least interruption to the teaching process, the following guidelines are established:

1. All visitors to a classroom shall obtain approval from the principal.
2. The principal will arrange an acceptable time with the classroom employee.
3. Within the constraints of time and scheduling, the employee shall be afforded the opportunity to confer with the visitor before and/or after the visitation.
4. Further guidelines are found in policy 4200(P).

TEACHER AUTHORITY AND RESPONSIBILITIES CONCERNING STUDENT DISCIPLINE

Section 6.4.1 All employees have the responsibility and authority to discipline any student for insubordinate, disruptive or disorderly conduct, or other violation of rules of student conduct which may occur in the presence of the employee or when the student is under the employee's supervision.

Section 6.4.2 On or before September 30 of each school year each building principal and the certificated employees in a school building shall confer in order to develop and/or review mutually agreeable building disciplinary standards, implementation, and uniform enforcement of those standards, consistent with RCW 28A.600.020 and School Board policy and procedures. Any change in the building's discipline plan will be reviewed and discussed with staff before it is implemented. The procedures will be communicated to the staff in writing. Discipline shall mean all forms of correction other than expulsion or suspension from school, which are District responsibilities. Employees may recommend the suspension or expulsion of a student to the proper school authorities.

Section 6.4.3 Pursuant to RCW 28A.600.020 (2), any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

Pursuant to RCW 28A.600.020 (3), in order to preserve a beneficial learning environment for all students and to maintain good order and discipline in each classroom, every school district board of directors shall provide that written procedures are developed for administering discipline at each school within the district. Such procedures shall be developed with the participation of parents and the community, and shall provide that the teacher, principal or designee, and other authorities designated by the board of directors, make every reasonable attempt to involve the parent or guardian and the student in the resolution of student discipline problems. Such procedures shall provide that students may be excluded from their individual classes or activities for periods of time in excess of that provided in Subsection (2) above if such students have repeatedly disrupted the learning of other students. The procedures must be consistent with the rules of the superintendent of public instruction and must provide for early involvement of parents in attempts to improve the student's behavior

Pursuant to RCW 28A.600.020 (4), the procedures shall assure, pursuant to RCW 28A.400.110, that all staff work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

Section 6.4.4 Each employee shall have as a responsibility the maintenance of good order and discipline in the classroom, in the hallways, and on the playgrounds or other common areas of the school. Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students.

Section 6.4.5 The employee shall not use undue force, if force is necessary, for self-protection or to protect the safety of other staff or students.

Section 6.4.6 Each employee shall be promptly advised of any complaint made to the principal or other District administrator regarding the employee's discipline of students.

Section 6.4.7 In order to assist the principal in carrying out the intent of this section, on or before September 30 of each school year each building principal and the certificated employees in a school building shall confer in order to develop and/or review building disciplinary standards, implementation, and uniform enforcement of those standards. Any change in the building's discipline plan will be reviewed and discussed with staff before it is implemented. The new procedures will be communicated to the staff in writing.

Section 6.4.8 The District shall provide assistance and support to certificated employees in connection with student discipline. The administrator or designee shall follow district policies and procedures concerning discipline of all students.

Section 6.4.9 There will be a plan communicated to staff which makes an administrator or certificated designee available to the employees at each building during each school day that the regular administrator is not on-site.

STUDENT INFORMATION

Section 6.5.1 The district and the Association recognize the right of each student to be educated in an environment appropriate to his/her needs.

Section 6.5.2 The education of students requires cooperation and communication between the administration, general education staff, and all support staff. It is the shared responsibility of all staff to provide relevant information to staff in a timely manner. The District/principals will develop and communicate building procedures regarding sharing of student information by September 30 of each school year in accordance with district policy.

ARTICLE VII

WORK YEAR

BASIC CONTRACT

Section 7.1.1 The work year shall consist of one hundred eighty (180) basic contract days of service plus any additional Learning Improvement Days fully funded for that year by the State plus any TRI days funded by the District.

Section 7.1.2 The District and the Association agree that Learning Improvement Days specifically funded by the State during the duration of the Agreement shall be considered as regular workdays for all full-time employees. The parties also agree that each part-time employee will work a prorated number of Learning Improvement Days calculated by multiplying his/her FTE status times that number of additional Learning Improvement Days. The parties further agree that each site may use resources at the site to enable a part-time employee to participate on paid basis in all activities scheduled during a Learning Improvement Day that are deemed as important at the site level.

Section 7.1.3 The purpose of Learning Improvement Days, as explained in WAC 392-140-951, is to expand the state-funded school year for certificated instructional staff. These additional days will provide time for teachers, other certificated instructional staff, and administrators to work together to plan and implement education reforms designed to increase student achievement. The District will involve staff in the planning and design of LID day activities.

Section 7.1.4 Activities that may be conducted on Learning Improvement Days shall be consistent with district and school plans for improving student learning in accordance with WAC 392-140-957.

New Employees

Section 7.1.5 Employees new to the District will be required to work up to two (2) extra days as assigned by the Director of Human Resources. These days will be paid at per diem, which shall be the annual salary rate of the current salary schedule divided by the basic contracted days. The per diem rate will be established by the verified credits and years of experience on file as of the first contracted day of service.

TIME RESPONSIBILITY INCENTIVE (TRI)

Section 7.2.1 As per RCW 28A.400.200 extra pay shall be provided members for additional time, responsibilities and incentives (TRI) paid at the employee's per diem rate.

Section 7.2.2 For the 2016-17 school year there will be a total of twenty (20) per diem days; fifteen (15) self-directed days and five (5) district/building directed days.

Section 7.2.3 Each K-12 special education classroom teacher will receive an additional three (3) self-directed per diem days for TRI activities. Special education itinerants will receive two (2) additional self-directed per diem days for TRI activities.

Section 7.2.3.1 If the Legislature or other entity restores funding for a LID Day, or funds any other additional contracted day(s) beyond the student calendar year, it is agreed that the additional funded day will replace the District-Directed TRI Day.

Section 7.2.3.2 Each kindergarten teacher who is required to perform testing and data entry for the WAKIDS program will receive up to eight (8) hours of pay at the curriculum rate by timesheet or up to two (2) substitute release days.

Section 7.2.3.3 Each special education teacher who is required to create student portfolios to meet state test requirements will receive the curriculum rate of pay for up to four (4) hours worked outside of normal work hours for each portfolio after submission of completed supplemental timesheet.

Self-Directed Days:

Section 7.2.4 Such responsibilities may include, but not be limited to preparation for the opening and closing of school, attendance at professional conferences, attendance at I.E.P meetings, curriculum and assessment preparation, parent conferencing, attendance at work related community events and student activities, home visits, newsletter preparation and other necessary communications.

Section 7.2.5 Less than full-time employees shall receive pro-rated per-diem pay based on their basic contract FTE.

Section 7.2.6 A supplemental contract shall be issued to each employee prior to the start of the school year for additional responsibilities for work performed outside the contracted workday and work year. Payment for this supplemental contract will be paid in equal monthly installments in the same manner as the employee's basic contract.

Section 7.2.7 The employee will complete a Self-Directed TRI Day Documentation Form to affirm that the time was worked and submit the form to the district business office by July 15. Failure to submit this documentation by July 15 will cause the amount of the supplemental contract to be deducted from the employee's August paycheck.

District/Building-Directed Days:

Section 7.2.8 The district/building directed days are to be used for professional development and/or school improvement. One (1) mandatory day will be worked prior to the opening of the school year. Other days will be planned by the district or building level in full or half day sessions during the school year. Payment for these days will be by individual time sheet to be completed by each employee for attendance at these professional development activities. The use of paid leave, with the exception of bereavement leave and jury duty, is not permitted on these days. Less than full time employees that participate in a full day's activities shall receive a full day's pay. The dates for building/district directed days will be mutually determined by the District and the Association during calendar negotiations.

SCHOOL CALENDAR

Section 7.3.1 The Association and District bargaining teams will meet and confer with representatives of other district bargaining teams in February of each year to recommend to the Board the school calendar for the following year. The following guidelines will be the basis for establishing the calendar.

1. The first day of school will be the day after Labor Day.
2. All Legal Holidays will be observed.
3. All Learning Improvement Days fully funded by the State.
4. Spring Vacation will be the first full week in April.
5. There will be a two-week winter break usually ending on January 1st. Monday and Tuesday before Christmas and Thursday and/or Friday after New Years will be added to the vacation if:
 - a. December 24th falls on Tuesday or Wednesday
 - b. January 1st falls on Wednesday or Thursday

- c. When January 1st falls on a Sunday, the Monday following will be included in the vacation.

6. The last day of school will be on a Tuesday through Friday.

7. Building/District directed TRI days.

8. Two early release/late start days to be used for parent/student/teacher conference or grade preparation.

Section 7.3.2 In the event any of the rules governing the calendar are in conflict with any other rule, the Association with representatives of other bargaining groups, and the District will meet to mutually resolve the conflict.

Section 7.3.3 Except for emergency closure, there shall be no deviation from or change in the Employee Work Year Calendar except by agreement between the District and the Association. In the event of an emergency school closure, the Association and district bargaining team with representatives of other bargaining groups, will meet to recommend make-up days to the Board.

WORKDAY

Section 7.4.1 When an employee will be absent from work (whether or not a substitute is needed), he/she will notify their supervisor and submit their leave request through the district-approved electronic leave reporting system prior to the absence.

Section 7.4.2 The normal employee workday will be 7.5 hours at the secondary level and 7.25 hours at the elementary level. This shall include time for preparation of lessons, actual student contact time, and a thirty (30) minute duty-free lunch period, exclusive of passing time.

Section 7.4.3 Employees shall be at their schools and available to pupils and patrons forty (40) minutes before the beginning of the student day at the secondary level and thirty (30) minutes at the elementary level and fifteen (15) minutes after the ending of the student day at all schools. On late start/early release inservice and conference days when students are not present, employees are still required to work their normal workday (7.5 hours at the secondary level and 7.25 hours at the elementary level). Such time is not to be considered as student contact time or scheduled preparation time, but is to be included in the total workday. Employees shall be in the classroom at least ten (10) minutes before the start of the student school day. Any deviation from this schedule shall be contingent upon approval of the District and Association.

Section 7.4.4 The District will schedule four (4) late start/early release days each year, two days to be used for parent/student/teacher conference or grade preparation. One will be the day before Thanksgiving. Students will be dismissed early and staff will be required to work four (4) hours. The fourth early release day will be the last instructional day of the school year. Students will be dismissed early and staff are required to work a full day.

Section 7.4.5 The amount of time required at each level for each school will be consistent throughout the District. However, deviation from the scheduled hours may occur with prior approval of the Superintendent and sixty percent (60%) of the staff in the school involved.

Section 7.4.6 Preparation time will be an integral part of the classroom employee's workday. This time will be guaranteed to classroom employees as follows: one (1) period of preparation time for each instructional contracted day at the secondary level and an average of one hundred-fifty (150) minutes a week at the elementary level. For kindergarten, first, and second there will be no less than thirty (30) continuous minutes per day unless modified by a building decision on a yearly basis. For itinerant staff such as music and PE teachers, planning time will be scheduled in blocks of at least 25 minutes.

Section 7.4.7 Pre-approved employees who volunteer for supervision, crowd control, or assistance with after-school athletic events at the junior high will be compensated at the hourly rate consistent with the high school activity pay, when substantiated by a timesheet.

Section 7.4.8 Employees shall adhere to deviations from the daily schedule prepared by the building principal. Request for exceptions must be submitted to the principal prior to the anticipated absence and/or late arrival or early leaving. Employees shall not leave the buildings to which they are assigned during class or preparation periods, nor the first or last thirty (30) minutes of the employees' workday, without the consent of the building principal.

Section 7.4.9 All employees shall have scheduled, during the period of time from 11:00 a.m. to 1:00 p.m., a duty-free lunch period of not less than thirty (30) continuous and uninterrupted minutes, exclusive of passing time, per instructional contracted day.

Section 7.4.10 On days when school opening is delayed due to inclement weather or other emergency, employees are encouraged to report to their buildings at their regular time. Employees are required to be in their buildings 30 minutes before the beginning of the student day.

Section 7.4.11 Employees will not be assigned to more than an average of thirty (30) minutes per week of supervision of students outside of their regular instruction time.

Section 7.4.12 Collaborative Learning Time

1. The purpose of Collaborative Learning Time is for educators to work together to share, discuss and apply research-based, best instructional practices using the Danielson Instructional Framework. Collaborative Learning Time is teacher-centered with administrative guidance to focus on our mission and goals. Collaborative Learning Time will consist of learning about instructional practices that result in improved student learning; reviewing and analyzing data to enhance instruction; and coordinating curriculum to align to Common Core standards and Smarter Balanced assessment where appropriate.

2. Collaborative Learning Time may include district-wide grade level and departmental meetings. Collaborative Learning Time does not include seminars, workshops, IEP meetings, SSTs, FBAs, staff meetings or any assigned tasks that are not primarily a part of the teacher's current position or assignment.
3. While facilitators, building leaders and building administrators will work together to ensure that plans and agendas for Collaborative Learning Time are linked to district goals and strategies, it is understood that this time is intended for teachers and staff to collaborate professionally amongst themselves.
4. Collaborative Learning Time is considered part of the regular workday and is not considered a meeting outside of the regular work day. Section 7.6.1 Meetings shall not apply to Collaborative Learning Time.
5. The District and the Association agree to schedule Collaborative Learning Time throughout the school year. The Collaborative Learning Time will be scheduled on certain early release days. The district agrees to add one day of district-directed TRI pay to compensate teachers for the additional time spent on Collaborative Learning Time, subject to participation. The time that is scheduled on early release days will include the 15 minutes of after-school time that is already part of the workday plus 45 minutes to be paid through a supplemental contract. The 2016-2017 schedule is found in Exhibit B-3.
6. In order to meet the minimum hours requirement of the State Board of Education, it is agreed that the instructional day will be extended five (5) minutes per day by reducing the before or after school time by five (5) minutes per day. Collaborative Learning Time (Section 7.4.12) and Section 7.4.3 will be re-opened during each year of this agreement.

ITINERANT PERSONNEL WORKDAY

Section 7.5.1 The length of workday for itinerant personnel shall be the same as for all other employees covered by this Agreement.

Section 7.5.2 The workday for Speech/Language Pathologists, Psychologists, Therapists, Education Specialists, Librarian/Media Specialists, and Consultants shall start at their first teaching station (in some instances this may be the District Office). Travel time shall not infringe upon the thirty (30) minute duty-free lunch period guaranteed to all employees. Travel to scheduled teaching stations outside the District shall be included in the normal working day.

Section 7.5.3 For some itinerant personnel, preparation, consultation, and report-writing are part of the basic assignment and are scheduled during the student day. This would include Education Specialists, Psychologists, Speech/Language Pathologists, Therapists, such as Occupational and Physical, Librarian/ Media Specialists, and Consultants.

MEETINGS

Section 7.6.1 The regular assignment of all employees shall include participation in scheduled group planning sessions, such as building faculty meetings, District grade level or subject area meetings, team or department meetings, and building level curriculum committee meetings without extra compensation. Mileage will be paid if any other district employee is paid mileage to attend the same meeting. Usually, such meetings shall not last longer than one (1) hour. Normally, building meetings will begin within fifteen (15) minutes after last classes are dismissed. Employees will not be required to attend morning faculty meetings prior to the beginning of the normal workday. In the event the employee has a prior commitment, he/she will make arrangements with the principal prior to the start of the meeting and may leave before the meeting is completed. No employee shall be required to attend more than three (3) such meetings per month.

CO-CURRICULAR DUTIES

Section 7.7.1 Employees shall be required, as part of their contractual responsibilities, to perform co-curricular non-teaching duties outside the regular teaching day. Each employee agrees to participate in an Open House or an alternative to Open House approved by the principal and superintendent.

Section 7.7.2 One (1) more evening function may be assigned, when such duty is assigned from a list posted in the individual schools.

ASSIGNMENT OF REGULAR EMPLOYEES AS SUBSTITUTES

Section 7.8.1 The principals, and Association building representatives, will jointly develop an equitable building schedule for staff members to substitute for employees who are absent less than one-half (1/2) day, or when a substitute is not available. When, as the result of the implementation of the schedule, any one employee is required more than two (2) times during the school year to teach a class during a period which would otherwise have been a preparation period for him/her, that employee shall be paid at the per diem rate for each such period after the required substitute coverage.

STUDENT TEACHERS:

Section 7.9.1 Employees shall have the option to accept or reject a student teacher. Employees who agree to being assigned a student teacher shall receive the funds or college credits provided by the Teacher Training Institution for the supervision entailed. An employee who accepts a student teacher should be given twenty (20) days notice and shall be informed in advance of the amount of funds provided by the Teacher Training Institution.

INDIVIDUAL EMPLOYEE CONTRACTS

Section 7.10.1 The District shall issue to each employee a contract showing anticipated level and subject assignment, length of assignment, and compensation in conformity with Washington State Law and State Board of Education regulations.

Issuance of Contracts:

Section 7.10.2 The District agrees to issue individual employee contracts for the succeeding contractual year on or before May 15, or June 1 if delayed by legislative inaction. If such contracts are issued prior to the completion of negotiations, subsequent individual contracts and/or addendums will be issued which conform to the provisions of the new negotiated agreement when it is ratified.

Copies of Individual Contracts:

Section 7.10.3 Three (3) copies of the Individual Employee Contract shall be given to the Employee each year for signature. After signing, one (1) copy shall be retained by the individual employee, one (1) copy shall be placed in the individual employee's personnel file, and one (1) copy shall be placed in the payroll office.

Length of Contract:

Section 7.10.4 Total length of the regular employee's individual contract shall be one hundred eighty (180) days.

Supplemental Contracts:

Section 7.10.5 A supplemental contract will be issued for co-curricular, supplemental assignments, extended work year and extended workday. The District agrees to issue supplemental contracts within ten (10) working days following Board approval.

Section 7.10.6 Safe Schools trainings shall be paid at curriculum rate for the length of time required to complete the training. Safe schools trainings shall be completed on or before the designated due date in order for employees to be eligible for compensation. On time completion of all assigned courses will be verified. Upon verification, the supplemental payment will be issued on the regular payroll cycle. (Safe Schools training is currently 4.2 hours in 2016-2017.)

SPECIAL PERSONNEL SUBSTITUTES

Section 7.11.1 Substitutes shall be provided for those classroom specialists who provide planning time for other employees on the same basis as for other employees.

Section 7.12.1 Student Learning Plans shall be written and developed by the district with employee input. Time will be provided within the workday, to the extent possible for preparation and conferencing about the Student Learning Plans.

ARTICLE VIII

ADOPTION LEAVE

Section 8.1.1 Leave taken for the adoption of a child shall be charged to sick leave, if available, up to a maximum of six weeks or longer with approval of the superintendent. The unpaid leave for well-child care is covered under the provisions of the Federal Family and Medical Leave Act. (Exhibit G)

BEREAVEMENT

Section 8.2.1 Employees will be granted up to five (5) days leave of absence with pay when absence is occasioned by death in the immediate family (parents, step-parents, spouse, children, brother- or sister-in-law, siblings, grandparents, grandchildren, mother- or father-in-law, aunts, uncles, nieces and nephews) or other persons living in the immediate household. In extenuating circumstances for travel out of state or executor duties, the employee will be granted up to two (2) additional days. For the death of other relatives, bereavement leave for one day will be granted. Such leave, when granted, shall not be deducted from sick leave. Leaves longer than stated above will be charged to sick leave.

Section 8.2.2 Requests must be submitted to the personnel office within thirty (30) days of occurrence.

EMERGENCY LEAVE

Section 8.3.1 Employees may be granted leave of absence with pay chargeable to sick leave when absence is occasioned by unforeseen personal emergencies not covered in other sections of this Article.

Section 8.3.2 An emergency shall be defined as a problem that has suddenly occurred and is of such a nature that preplanning by the employee could not relieve the necessity for taking time away from school during the employee's regular workday. Requests must be submitted to the personnel office within thirty (30) days of occurrence.

EXTENDED LEAVE

Section 8.4.1 Any request for a leave of absence must be submitted in writing in advance of the beginning of the leave.

Long Term Leave:

Section 8.4.2 A leave of absence up to one (1) contract year without pay may be granted by the Board to certificated employees with not less than two (2) years of continuous successful

service in the District, immediately preceding the leave date, upon recommendation of the Superintendent for the purposes of study, travel, recuperation, child care or Association and Association-related business.

Section 8.4.3 A staff member returning from Long Term Leave will be given the same consideration for returning to his/her last assignment as if he/she had been on active duty. If the employee wishes to return to the District, at the end of his/her leave, he/she must notify the Superintendent by March 18, prior to the expiration of his/her leave. Any reassignment necessary shall be done in accordance with State Law and Article X of this Agreement. The employee may not return to his/her position prior to the end of the approved leave if a leave replacement contract has been issued.

Short Term Leave:

Section 8.4.4 If the leave is for ninety (90) contracted days or less during any one (1) contracted school year, the employee shall be placed in the same position held previous to the commencement of the leave. Any employee who has been granted Short Term Leave may apply for an additional short term Leave of six (6) weeks or less and that leave shall be granted as long as it is taken for the same reason as the previous leave. Unless otherwise approved by the Superintendent, the employee may not return to his or her position prior to the end of the approved leave if a leave replacement contract has been issued.

Leave Replacement:

Section 8.4.5 The District agrees to continue using the assignment of Leave Replacement Employees to minimize involuntary transfers and to maximize voluntary transfers whenever possible.

JOB SHARING LEAVE

Section 8.5.1 Job sharing shall refer to two (2) employees sharing one (1) full-time position. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Director of Personnel by April 1 of their desire to job share for the ensuing school year. Employees who are job sharing will be considered to be on a leave of absence from full time employment the first year. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers, with the approval of their immediate supervisor and the District.

Section 8.5.2 Employees holding job-sharing assignments shall be granted the appropriate pro-rated amount for benefits available to other employees working less than full-time.

Section 8.5.3 In the event a long-term replacement is required for a job sharer, the District may offer the other employee sharing that particular job the position. Job sharing partners may substitute for one another at substitute pay.

Return From Job Sharing Leave:

Section 8.5.4 By April 1 of the first year, the employees sharing one full-time position must decide if they will continue at half-time or return to a full-time position the following year. Job sharing employees wishing to return to full-time, after the first year, will be given the same consideration as if he/she had been on active duty. It is understood the right to return to full-time employment after the second or subsequent years is dependent on a vacancy for which the employee is qualified and subject to the provisions of Article X Transfer Requests.

JURY DUTY

Section 8.6.1 Leaves of absence with pay shall be granted for jury duty. On those days when the employee is not placed on a jury he/she will report to his/her regular assignment as soon as he/she is released by the court. The employee shall notify the District when notification to serve on jury duty is received.

MATERNITY LEAVE

Section 8.7.1 Accumulated sick leave days may be used for the purpose of pregnancy disability, childbirth and recovery. The duration of the leave will be determined on a physician's authorization indicating the period of time the employee is unable to perform normally assigned duties.

Section 8.7.2 If the employee wishes to be absent from her job in excess of the time when she was physically unable to perform her normally assigned duties (as certified by her physician) she may request an unpaid extended leave of absence. The provisions of the Federal Family and Medical Leave Act would apply. (Exhibit G)

MILITARY LEAVE

Section 8.8.1 Military Leave benefits shall be permitted as provided by State and Federal Laws. Provisions of the Family Medical Leave Act apply.

PARENTING LEAVE

Section 8.9.1 Employees may use up to 12 weeks of accrued sick leave for the birth or adoption of a child. Personal leave days may also be used without regard to the vacation, three-day weekend or holiday restrictions. Provisions of the Federal Family and Medical Leave Act apply. (Exhibit G)

PERSONAL LEAVE

Section 8.10.1 Employees shall be granted two (2) days of personal leave annually. These days will be deducted from sick leave.

Section 8.10.2 For those employees who have run out of sick leave, for each day of personal leave used, the employee shall receive the greater of two-thirds (66.6%) of the employees normal per diem salary or the employees normal per diem salary less the salary and benefits payable to a substitute teacher.

Section 8.10.3 Employees shall notify their building principals twenty-four hours in advance of their intent to take personal leave.

Section 8.10.4 Employees may not use their personal leave on Learning Improvement Days (LID), the mandatory workday prior to school, or district-directed TRI days. Personal leave days may not be used to extend a three-day weekend, holiday, or any vacation period. Exceptions to these restrictions may be approved by the superintendent.

Section 8.10.5 Except at the discretion of the Superintendent, no more than ten (10) employees shall be permitted to take personal leave on any one day. Notice of this fact shall be given to the Superintendent from the substitute office and the Superintendent will contact the Employees regarding the availability of substitutes and whether the request can be approved and if not, the next available date of request by the employee.

Section 8.10.6 Employees who do not use their personal leave during the school year may request a personal leave reimbursement. This request must be made in writing to the business office by June 30 of that year. Reimbursement will be the yearly established daily rate paid to substitutes.

Section 8.10.7 Employees who do not use their personal leave or do not request personal leave reimbursement may carry over a maximum of two (2) days of personal leave into the next school year. The maximum amount of personal leave available in any year is four (4) days. Any amount of personal leave over four (4) days is forfeited. The maximum number of personal leave days eligible for reimbursement is four (4) days in any school year.

PROFESSIONAL CONFERENCES AND MEETINGS

District Business:

Section 8.11.1 Leaves with pay, to attend professional conferences and meetings, subject to approval of the Superintendent and his/her designee, may be granted. Substitute and necessary expenses will be paid by the District. This category applies to employees representing the District at meetings, symposiums, and seminars.

Section 8.11.2 The cost of substitutes necessary for the conduct of Association business shall be the responsibility of the Association. These costs will be billed by the District no more often than monthly.

PUBLIC OFFICE LEAVE

Section 8.12.1 Employees may be granted public office leave, without pay, for serving in an elected state or federal government position provided such position does not extend beyond two (2) full years. Upon return to employment with the District, the employee shall be offered a comparable position if a comparable one is vacant and the District is willing to offer it, or at the beginning of the following school year if a comparable position is not available on the date of return. All non-economic benefits, provided by this Agreement, shall be retained by the employee during the leave. The employee shall notify the District by March 18 if he/she wishes to return to the District the following year.

Section 8.12.2 If the leave is for ninety (90) contracted days or less during any one (1) contracted school year, the employee shall be placed in the same position held previous to the commencement of the leave.

SABBATICAL LEAVE:

Section 8.13.1 Certificated employees of the District who have served seven (7) or more years in the District are eligible for consideration for Sabbatical Leave in accordance with the following:

1. Sabbatical Leave may be granted for not less than one (1) full semester or not more than one (1) full year. Sabbatical Leave for less than one (1) year would not be approved unless a satisfactory short-term replacement is available.
2. Sabbatical Leave may be granted to not more than three (3) teachers in any one year, and two (2) in the next, or one per cent (1%) of certificated employees, whichever is greater. Seniority, distribution, amount of other finances available and value to the District of the projected plan may be considered in the approval of the applications.
3. Final applications must be submitted on the appropriate form by March 1 prior to the school year for which leave is requested, no earlier than March of the seventh (7th) year.
4. All applications for such leave shall be screened at one session by a committee consisting of the Superintendent, one (1) principal appointed by the Superintendent, plus two (2) teaching members of the TEPS Committee of the Association. No member of the committee shall be an applicant for Sabbatical Leave. This committee shall submit its findings and recommendations to the Board for its consideration not later than the final board meeting in March.
5. Sabbatical Leave may be granted for study, retraining, or preparation for reassignment at a college or university, or for educational research connected with a college or university that will be of service to the schools and pupils of the District upon return.
 - A. Approval will be contingent on:

- 1) benefit to current District programs or
- 2) benefit to planned District programs or
- 3) programs related to advancement on the salary schedule
- 4) current satisfactory evaluation.

B. The Sabbatical Leave Committee may make recommendations to deviate from the above in unique situations when there will be a direct and lasting benefit in the employee's current assignment.

6. Once Sabbatical Leave has been granted, any change in plans must be approved by the Superintendent in advance of the change.
7. Personnel taking such leave will be required to sign a non-interest bearing promissory note for the amount of compensation to be received while on leave. Upon completion of one (1) year service following the leave, the face value of the note will be reduced by one-third (1/3); after two (2) years of service following the leave, the face value of the note will be reduced by two-thirds (2/3); after three (3) years of service following the leave, the note will be cancelled. The promissory note will also be cancelled in case of death or of disability so severe the recipient is unable to follow the teaching profession, or termination of the recipient's employment by the District.
8. Employees accepted for Sabbatical Leave shall accrue experience for salary placement and seniority and retain retirement, accumulated sick leave, and any other benefits offered by the District. Any additional benefits granted to regular faculty members will apply to any members on Sabbatical Leave.
9. The Sabbatical Leave recipient shall file a written report with the Superintendent covering the substance of the program of activities completed during the leave within thirty (30) days after returning to the District. The final installment of the stipend shall be withheld until said report is filed.
10. Staff members on Sabbatical Leave may not reapply until seven (7) contracted years of service have elapsed. Initial applicants will receive priority consideration over applicants who have been granted a Sabbatical Leave previously, provided both applications meet all requirements as stated herein.
11. A staff member returning from Sabbatical Leave will 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 will be assumed that the staff member wishes to return to the position of his/her last assignment unless he/she notifies the Superintendent by March 18 prior to the expiration of his/her leave. Any reassignment necessary shall be done in accordance with State Law and Article X of this Agreement.

- 1269 12. Persons granted Sabbatical Leave shall receive one-half (1/2) of the regular salary
 1270 they would receive if they had remained on active duty, in twelve (12) equal monthly
 1271 installments, less legal deductions; or Leap Schedule BA+90, whichever is less.
 1272

1273 **SICK LEAVE**

1274
 1275 **Section 8.14.1** When an employee will be absent from work due to illness or injury (whether
 1276 or not a substitute is needed) they shall notify their supervisor using district-approved leave
 1277 reporting procedures prior to the absence.
 1278

1279 **Section 8.14.2** At the beginning of each school year when the employee reports for duty,
 1280 each employee shall be credited with an advanced sick leave allowance of twelve (12) days
 1281 with full pay to be used for absence caused by illness, injury, quarantine, disability, or family
 1282 illness. Family members include children with a health condition that requires treatment or
 1283 supervision, spouse, parent, parent-in-law, or grandparent of the employee who has a serious
 1284 health condition or emergency condition, and other members of the immediate household.
 1285 Each Employee's portion of unused sick leave allowance shall accumulate from year to year
 1286 to a maximum of one hundred eighty (180) days. Each employee who is contracted for a
 1287 period of less than one (1) full work year shall be entitled to a prorated number of sick days
 1288 based on the employee's number of contracted days with sick leave allowance rounded to the
 1289 nearest one-half (1/2) days.
 1290

- 1291 1. At the end of the first month of each school year, the District will provide all
 1292 employees with the number of accumulated sick leave days including the current
 1293 years advance credit. If the employee does not work the entire one hundred and
 1294 eighty (180) days, this advance credit will be pro-rated.
 1295
 1296 2. Upon return to employment with the District, any former employee shall be treated
 1297 the same as any other new employee. Employees on leave retain their
 1298 accumulated sick leave days.
 1299
 1300 3. Employees have access to a sick leave bank as per school board Personnel policy
 1301 and procedures regarding Leave Sharing.
 1302
 1303 4. An employee who has exhausted accumulated sick leave and who is unable to
 1304 work because of personal illness or other disability, will have one (1) per diem day
 1305 of his/her annual salary deducted for each day of work missed; and may apply for
 1306 extended leave, which may be either short or long term. Extended leave must be
 1307 requested within ten (10) workdays after sick leave is exhausted, if the employee
 1308 is still unable to work.
 1309
 1310 5. In the event employees are absent for reasons that are covered by Workers'
 1311 Compensation insurance, the employee may elect to receive only Workers'
 1312 Compensation time loss benefits rather than utilize accumulated sick leave. An
 1313 employee may elect to receive available accrued sick leave in addition to Workers'
 1314 Compensation time loss benefits for the number of hours/days they are disabled

from work. They may supplement their Workers' Compensation benefits with sick leave up to receiving a full day's pay of sick leave in addition to Workers' Compensation benefits. The amount of sick leave used by the employee shall be deducted from the employee's sick leave balance.

6. Pursuant to current statute, employees may cash in unused sick leave annually and upon death or retirement.

7. The provisions of the Federal Family and Medical Leave Act will apply. (Exhibit G)

ARTICLE IX

BUILDING FACILITIES:

Section 9.1.1 Employees are guaranteed access to materials and workspace during non-school hours.

Section 9.1.2 The District shall maintain in each building the following facilities and equipment for use of employees in that building:

1. Space in each classroom work station to safely house the employee and his/her students.
2. Space in each classroom work station to store instructional supplies and materials.
3. Work area containing equipment and supplies to aid in the preparation of instructional materials.
4. A faculty area for breaks, planning and other instructional purposes.
5. Employees shall have access to a telephone in his or her classroom or workstation.
6. Serviceable furniture and equipment at every work station, including a desk, chair, and filing cabinet when necessary.
7. Issuance of keys to employees will be as mutually determined by individual building administrators and their staffs, taking into consideration automatic intruder alarm systems and other systems that may be established by the District.
8. Restrooms, separate from student restrooms.
9. Desks provided in classroom work station area will have working drawers and employees will be provided keys for lockable drawers. Where several employees use the same classroom work station area each employee will have a separate lockable drawer or similar space.

10. Adequate closet space will be provided each employee for storing his/her personal effects. Each employee will be given a key to his/her closet where they are lockable.
11. The District will provide adequate therapy space for Occupational Therapists, Physical Therapists, Speech/Language Pathologists and Psychologists after consultation with the building administrator and Special Services Director. The space provided must insure privacy to meet the requirements of the HIPAA and FERPA policies.
12. The District will provide all itinerant staff with access to the district e-mail system and Internet access for use in their professional duties.
13. Employees will have the least restrictive access to the Internet that is congruent with School Board policy.

SUPPLIES AND EQUIPMENT

Section 9.2.1 The District shall allocate funds through the building budget formula to provide for the purchase and/or replacement of textbooks, library books, instructional materials and supplies to enable employees to fulfill their teaching responsibilities.

Section 9.2.2 The District shall provide chalkboards or whiteboards in each classroom work station.

Section 9.2.3 The District shall establish an imprest fund for employee use in purchasing pre-approved incidental supplies necessary to carry out the instructional program. Employees shall be reimbursed upon presentation of an itemized paid receipt for approved expenditures.

Section 9.2.4 The District shall have procedures for employees to request needed supplies, equipment, and instructional equipment.

Section 9.2.5 The District shall provide a supply room for incidental consumable supplies in each school. Procedures for employee access to these supplies shall be mutually agreed between a majority of the employees and the building administrator at each school.

Section 9.2.6 The District shall make available at each school, equipment to aid employees in the preparation of instructional materials.

Section 9.2.7 If a teacher is assigned to teach or develop a class they have not previously taught they will be provided with instructional materials as soon as they are available, or informed of a date when they will be available. If the new class has no available curriculum, the teacher will meet with the principal and Director of Teaching and Learning, or other director, to select curriculum according to the Instructional Materials Committee guidelines. If

the teacher is directed to develop the curriculum, the teacher will be compensated at the curriculum rate.

MAINTENANCE

Section 9.3.1 The District shall provide adequate maintenance to insure the work place will be safe, clean, lighted, and in compliance with State Law. The District will be responsible for providing services to maintain clean classrooms, lavatories, employee lounges, and work areas.

INSTRUCTIONAL MATERIALS COMMITTEE

Section 9.4.1 The District agrees that selection of textbooks and other instructional materials shall be in accordance with the regulations provided in RCW 28A.320.230. The Instructional Materials Committee will include one representative from the Association selected by the Association president no later than October 1 and one teacher representative from each school.

ARTICLE X

TRANSFER REQUESTS

Section 10.1.1 Employees are given consideration in filling vacancies or newly created positions which occur within the District by following the procedures outlined in this section below:

Change of Assignment For Ensuing School Year:

Section 10.1.2 Any employee interested in transferring must complete an online employment application for a vacant position in order to be granted an interview for a specific vacancy. All internal applicants who apply and meet the job qualifications will be interviewed. The District shall notify in writing, each employee whose request for a change in assignment was not granted.

Section 10.1.2.1 The District shall issue a planning letter to all employees in January of each year. Employees shall indicate on the planning letter their intentions for the upcoming school year. Planning letters shall be completed, signed and returned to the Human Resources Department no later than January 31 of each year. Selecting the transfer request option on the planning letter does not guarantee the employee's requested transfer. Section 10.1.2 above applies.

Change of Assignment During A School Year:

Section 10.1.3 Vacancies and newly created positions occurring during a school year shall be publicized to employees by means of electronically posting to the district's website and

posting written notices at each school. Such notices shall clearly set forth the qualifications for the position and the procedures for applying. Employees wishing to be considered for such position must apply online within three (3) days after posting for the vacant position in order to be granted an interview for a specific vacancy.

Section 10.1.4 Employment for a vacant or newly created position during the school year shall not be made until all employees who have a pending request for transfer to that position have been interviewed. No employee shall be transferred or reassigned from his/her current position to a different position unless the District has first asked for volunteers for such position among the staff of the building or buildings involved.

Section 10.1.5 No regular education employee shall be involuntarily transferred from building to building more often than once in five (5) years. No elementary regular education employee shall be involuntarily reassigned more than once in three (3) years. No secondary regular education employee shall be involuntarily reassigned more than once in two (2) years. Reassignment at the secondary level shall mean a change in the preponderance of the employee's duties. Reassignment at the elementary level shall mean a complete change in grade level assignments (e.g. change to grade 3 or 4 from 3/4 split or vice-versa shall not be considered a reassignment). Further, no employee who has requested non-transfer during the last three (3) years of service on the district's planning form submitted in January of each year will be transferred or reassigned during the three years subsequent to their first marking of the option. No employee shall be allowed to invoke this exception more than once. After a conference has been held with the affected employee, employees who are involuntarily transferred or reassigned may, at the District's discretion, be provided orientation time.

Section 10.1.6 The duties and assignment of itinerant staff must be determined by the needs of the schools and the specific skills and training of the staff members. Included are Speech Language Pathologists, Psychologists, Occupational and Physical Therapists, Ed Specialists, and Coordinators. Transfer of all other special education teachers will be treated as regular education teachers except that they shall not be involuntarily transferred more often than once in three (3) years except where there are no students in a particular program at a particular location.

Section 10.1.7 In the event of a double levy failure or reduction in force due to enrollment decline, Section 10.1.5 and 10.1.6 will not apply.

ARTICLE XI

EVALUATION

Section 11.1.1 Purpose of Personnel Evaluation: The primary purpose of a program of evaluation shall be the improvement of instruction. Evaluation should be a positive, developmental, and continuous process based on established criteria and involving employees and their evaluators in a growth relationship. It is intended that students will be

the chief beneficiaries when teachers, Librarian/Media Specialists, and Educational Staff Associates are evaluated.

Section 11.1.2 For evaluation to serve the purpose of improving performance, it is essential that criteria 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 individual being evaluated; for substantive, constructive recommendations to the individual being assessed; and for necessary inservice or assistance required by the individual 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.

CERTIFICATED STAFF EVALUATION

GENERAL

Section 11.2.1 Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "Employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Any employee, other than a provisional or non-continuing contract employee, whose work is judged unsatisfactory based upon the evaluation criteria shall be placed on probationary status after October 15th but no later than February 1 and shall be given until May 1 to demonstrate improvement in his/her areas of deficiency. This probationary period may be extended into the following school year, per RCW 28A.405.100.

Responsibility For Evaluation:

Section 11.2.3 Within each school the principal, supervisor, or vice-principal shall be responsible for the evaluation of employees assigned to that school. In any school where there is a lead teacher position, staff evaluations shall be the responsibility of the lead teacher's supervising administrator. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation for any employee assigned to more than one school.

Evaluation Criteria:

Section 11.2.4 Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in the addendum attached hereto as Exhibits D-1-3. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position, which report forms are attached hereto as Exhibits D-1-D-3.

Required Evaluations:

Section 11.2.5

1. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than May 15 of the year in which the evaluation takes place.
3. If an employee, who has held a position for ninety (90) days or more, is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the administrator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

Minimum Observation Criteria:

Section 11.2.6 During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. One (1) observation for a minimum time of thirty (30) minutes shall be required in connection with the evaluation of all employees. The conclusions drawn from this thirty (30) minute observation shall be reported on the negotiated evaluation form. (Exhibits D-1–D-3).

Observation Procedures:

Section 11.2.7 Principals and other administrators may make observations at any time during the school year, all of which observations shall be identified and included in the evaluation report. Within five (5) working days upon completion of each classroom observation, the employee shall be given a written report or check list of the observation. A meeting shall be held between the principal or other administrator and the employee to discuss the report, if either elects to do so.

Section 11.2.8 Evaluation Procedures:

1. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared. Preparation shall be by the evaluator, with possible assistance of a confidential secretary.
2. The employee shall sign the school district's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach to the District's copy of the evaluation report a statement of response to the evaluation.

3. Each evaluation report shall be forwarded to the District's personnel office for filing in the employee's personnel file before the end of the current year.

4. Following the completion of each evaluation report required above, a meeting shall be held between the principal or other administrator and the employee to discuss the report.

SHORT FORM EVALUATION

Section 11.3.1 After an employee has four (4) years of satisfactory evaluations, a school district may use a short form of evaluation. Should an employee on the short form fail to meet the statutory minimum criterion for the evaluation of certificated personnel, the evaluating principal may transfer him/her from the short form of evaluation back to the regular summative evaluation procedure.

Section 11.3.2 The short form of evaluation shall include either a thirty (30) minute observation during the school year with a written summary, or a final annual written evaluation based on at least two observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

Section 11.3.3 However, the regular evaluation process shall be followed at least once every three years unless this time is extended through the collective bargaining process.

Section 11.3.4 The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for the non-renewal of an employee's contract.

PROBATION

Evaluator's Report:

Section 11.4.1 In the event that a principal or other evaluator determines, on the basis of the evaluation criteria, that the performance of an employee under his/her supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20, but after October 15 and after the evaluation conference with the employee. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions above.
2. A precise definition of the problem in terms of performance deficiencies.
3. A precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
4. A prescription for remediation, which spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance.

-
- 1634
- 1635 5. A prescription for assistance by the principal or other administrator which spells out
- 1636 courses of action whereby the employee will be assisted and counseled in improving
- 1637 the level of performance to an acceptable level.
- 1638

1639 **Establishment Of Probationary Period:**

1640

1641 **Section 11.4.2** If the Superintendent concurs with the evaluator's judgment, that the

1642 performance of the employee is unsatisfactory, the Superintendent shall place the employee

1643 on a probationary status any time after October 15. The employee shall be given written

1644 notice of the action of the Superintendent which notice shall contain the information in (2)

1645 through (5) above.

1646

1647 **Evaluation During The Probationary Period:**

1648

1649 **Section 11.4.3** The purpose of the probationary period is to give the employee an opportunity

1650 to demonstrate improvements in his/her area(s) of deficiency.

1651

1652 **Section 11.4.4** At his/her request the probationary employee may have a representative of

1653 the Association present at all meetings that the employee attends related to the probationary

1654 process. All written information shared with the employee shall also be given to the

1655 Association representative attending the meetings.

1656

- 1657 1. At the time of the delivery of the probationary letter from the Superintendent, the
- 1658 principal or other evaluator shall hold a personal conference with the probationary
- 1659 employee to discuss performance deficiencies and the remedial measures to be taken.
- 1660 The administrator may authorize one additional certificated employee to evaluate the
- 1661 probationer and to aid the employee in improving his/her areas of deficiencies.
- 1662
- 1663 2. During the probationary period the principal, or other evaluator, shall meet with the
- 1664 probationary employee at least twice monthly to supervise and make written
- 1665 evaluations of the progress made by the employee. A written report following those
- 1666 meetings will be given to the probationary employee within three (3) days.
- 1667
- 1668 3. The probationary employee may be removed from probation at any time if he/she has
- 1669 demonstrated improvement in those areas specifically detailed in his/her notice of
- 1670 probation.
- 1671
- 1672 4. The Association may provide an additional evaluator for the purpose of support,
- 1673 feedback or coaching. The outside evaluator's findings will not be disclosed to the
- 1674 district.
- 1675

1676 **Supervisor's Probation Report:**

1677

1678 **Section 11.4.5** Unless the probationary employee has previously been removed from

1679 probation, the principal or other 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 employee has improved and which shall set forth one (1) of the following recommendations for further action:

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

Action By The Superintendent:

Section 11.4.6 Following a review of any report submitted, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. The probationary employee shall be informed in person and in writing of this determination by the Superintendent or his/her designee.

Section 11.4.7 Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

ADVISOR EVALUATION

Section 11.5.1 All employees with a Co-curricular Supplemental Contract will be evaluated using the Advisor Evaluation Report (Exhibit D-4). It is agreed that even the highest quality evaluation provides no guarantee that the employee will be offered a contract for the same co-curricular position for the ensuing year, that the building principals have sole responsibility and power in evaluating and selecting co-curricular employees, and that the evaluation report may add work and responsibilities to some co-curricular positions.

PROFESSIONAL GROWTH OPTION

Section 11.6.1 The Professional Growth Option (P.G.O.) is a formative evaluation process that encourages professional growth, employee innovation, and peer sharing and support. P.G.O. includes an annual self-assessment and goal setting separate from the summative evaluation system.

Section 11.6.2 Employees who have completed four (4) years of satisfactory summative evaluation in the district are eligible and may volunteer to participate. Selection for participation in P.G.O. will be made by the administrator/supervisor. The principal may give consideration to grade level and department in order to produce a balance within the staff. Each new P.G.O. participant must attend an inservice regarding goal setting, communication, and the improvement of instruction. The employee must be evaluated through the summative process every three (3) years. All observations and comments related to P.G.O., with the exception of the verification form, will not be included as part of the employee's permanent record. The principal or employee may require the summative form of evaluation in any given school year.

Section 11.7 TPEP Evaluation

This section applies to teachers who have transitioned to the new teacher evaluation system. The transition plan approved by the Board of Directors specifies when and how the transition to the new evaluation system will take place. Teachers who have not been transitioned to the new evaluation system and certificated support staff shall be evaluated according to the requirements and procedures set forth in the Letter of Agreement dated May 15, 2013.

General

Section 11.7.1 As used in this section, "certificated classroom teacher" and "teacher," means a certificated employee who provides academically-focused instruction to students at least 50 percent of their day.

Responsibility for Evaluation

Section 11.7.2 Within each school or program the principal, supervisor, or assistant principal shall be responsible for the evaluation of employees. In any school where there is a lead teacher position, staff evaluations shall be the responsibility of the lead teacher's supervising administrator. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation for any employee assigned to more than one school.

Required Evaluations

Section 11.7.3 All employees, including new employees, shall be evaluated annually; such evaluations to be completed no later than May 15 of the year in which the evaluation takes place.

1. If an employee, who has held a position for ninety (90) days or more, is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

2. If an employee resigned during the school year, a final evaluation shall be completed prior to the resignation date, if possible.

3. If an administrator contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

The Evaluation Process

Section 11.7.4 eVal is the electronic evaluation tool that will be used in the evaluation process.

1. New teachers to the district and teachers returning to a comprehensive evaluation following one or more focused evaluations shall complete a teacher self-assessment prior to the goal-setting conference, which does not have to be shared. The self-assessment should be completed by October 1.

2. The teacher and principal shall meet to complete a goals summary by October 15.

3. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year.

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

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

4. At least one observation during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. The post-observation conference should include discussion of the pre-observation plan as well as observed evidence.

5. The teacher and principal shall hold a pre-summative rating conference approximately two weeks prior to the final summative evaluation to discuss the following:

a. The teacher's self-rating on all components;

b. The principal's preliminary rating on all components and criterion; and

c. Any additional evidence the teacher would like the principal to consider before making a final summative rating.

6. The final summative evaluation report shall be completed by May 15. Following the completion of each evaluation report required above, the employee may request a meeting with the principal or other administrator to discuss the report.

Professional Development

Section 11.7.5 Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Each

teacher shall receive professional development to understand the framework and the evaluation process. Such professional development shall be provided as follows:

1. Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.
2. All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day, including TRI Days, or at other dates and times. Any training outside of the regular workday will be compensated at the non-instructional/curriculum development rate agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

Evaluation Criteria

Section 11.7.6 The evaluative criteria must contain as a minimum the criteria established by the Office of Superintendent of Public Instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

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

Section 11.7.7 Classroom teachers shall be evaluated using the Danielson Framework for Teaching, as modified and approved by the Office of the Superintendent of Public Instruction (OSPI).

Section 11.7.8 A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance ratings shall be as follows:

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

Section 11.7.9 The Superintendent of Public Instruction may amend/revise these ratings, and the revised ratings shall be adopted by the District. The District will meet and confer with the Association prior to implementation.

Section 11.7.10 A classroom teacher shall receive one of the four summative performance ratings for each of the minimum criteria and one of the four summative performance ratings for the evaluation as a whole, which shall be the comprehensive summative evaluation performance rating.

Section 11.7.11 The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is included in Appendices 1-3.

Section 11.7.12 The teacher will be evaluated in each criteria, plus student growth criteria embedded in the instructional framework. The teacher is encouraged to provide evidence and/or artifacts of any component during the school year using the eVal system.

Criterion Performance Scoring

Section 11.7.13 Each rating will be assigned the following numeric values:

Unsatisfactory – 1

Basic – 2

Proficient – 3

Distinguished – 4

Section 11.7.14 When there are two (2) components to a criterion, the average of the two scores will be the final criterion score.

Section 11.7.15 When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below 0.5 will be rounded down, and all fractionals 0.5 or above will be rounded up.

Summative Performance Rating

Section 11.7.16 All classroom teachers shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

08-14 points Unsatisfactory

15-21 points Basic

22-28 points Proficient

29-32 points Distinguished

Student Growth Data

Section 11.7.17 Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for at least three of the evaluation criteria as directed, required, and defined by the Office of the Superintendent of Public Instruction.

Section 11.7.18 It is the intent of this section to describe a process where the evaluator and teacher agree on the criteria to be used to measure student growth. Evaluators should encourage teachers to identify the types of student growth data that are appropriate and relevant to their classroom/assignment and subject matter.

Section 11.7.19 “Student growth” means the change in student achievement between two points in time within the same school year.

Section 11.7.20 Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as: Student Growth 3.1 and 3.2; Student Growth 6.1 and 6.2, and Student Growth 8.1.

Section 11.7.21 An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and if they are revised by OSPI then the District will adopt the revisions and meet with the Association to discuss implementation. The student growth ratings are “low”, “average” or “high” as defined by OSPI. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

Low:	5-12
Average:	13-17
High:	18-20

1. The evaluator shall consult and agree with the teacher to identify student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required student growth components. Should the evaluator and teacher not agree, a meeting for an attempt to reach agreement will be held including the superintendent, evaluator, teacher and an association representative.
2. The evaluator’s determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based and state-based tools as agreed. It may include teacher-initiated formal and informal assessments of student progress.
3. Student growth data elements may include the teacher’s performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
4. Student growth data elements may also include the teacher’s performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

Section 11.7.22 A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall Proficient summative rating.

Section 11.7.23 A classroom teacher with a “Low Student Growth” rating will engage, with their evaluator, in a Student Growth Inquiry pursuant to the following:

1. Within two months of the certificated classroom teacher 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 initiated by the evaluator in consultation with the teacher:
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or;
 - b. Examine extenuating circumstances, which may include one or more of the following: goal-setting process; content and expectations; student attendance, extent to which curriculum, standards, and assessment are aligned and/or;
 - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement, and progress, best practices related to instruction areas in need of attention, best practices related to student growth data collection and interpretation and/or;
 - d. Create and implement a professional development plan to address student growth areas.

Observation Criteria

Section 11.7.24 It shall be the responsibility of a principal/administrator or his or her designee to evaluate all classroom teachers in his or her school or program.

1. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. At least one such observation must be for a period of thirty (30) minutes in an endorsed content area.
2. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes.
3. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.
4. Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the teacher with a copy thereof within five (5) working days.
5. New teachers shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.

Observation Procedures

Section 11.7.25 Principals and other administrators may make observations at any time during the school year, all of which observations shall be identified and included in the

evaluation report. Within five (5) working days upon completion of each classroom observation, the employee shall be given a written report or checklist of the observation. A meeting shall be held between the principal or other administrator and the employee to discuss the report, if either elects to do so.

Comprehensive Evaluation

Section 11.7.26 Classroom teachers who are provisional employees under RCW 28A.405.220 will be evaluated by the comprehensive summative system.

Section 11.7.27 Classroom teachers who are on probation under subsection (4) of section 28A.405.100 will be evaluated by the comprehensive summative system.

Section 11.7.28 Classroom teachers who received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year will be evaluated by the comprehensive summative system.

Section 11.7.29 A comprehensive evaluation must be completed once every four years for classroom teachers who are not on provisional status or on probation.

Section 11.7.30 Classroom teachers will be observed according to the observation criteria in Section 11.7.24. All eight teaching criteria must contribute to the overall summative evaluation.

Section 11.7.31 The evaluation must include an assessment of the criteria using the Danielson Instructional Framework rubrics and the OSPI-approved Student Growth rubrics.

1. The employee must be given the opportunity to attach written comments to his/her evaluation report.
2. Summative criterion scores must be determined by an analysis of evidence obtained through observation and artifacts.
3. Each classroom teacher shall have the opportunity for confidential conferences with his or her immediate evaluator on no less than two occasions in each school year. The purpose of the conference will be to provide additional evidence by either the evaluator or the classroom teacher to aid in the assessment of the classroom teacher's professional performance against the instructional framework. The intent is for teachers to have the opportunity, if they choose, to provide more data to show student growth.
4. An overall summative score must be derived by a calculation of all summative criterion scores and use of the final four-level rating based on OSPI's summative scoring band.
5. The evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.
6. The student growth impact rating will be determined by the OSPI's student impact rating scoring band.

7. A Student Growth score of “1” in any of the rubric rows will result in an overall low Student Growth impact rating. (See Student Growth Rubrics in Appendix 3)
8. Evaluators must analyze the Student Growth score in light of the overall summative score and determine outcomes. (Student Growth Inquiry – See Student Growth Rating in Section 11.7.21 and Section 11.7.23)

Focused Evaluation

Section 11.7.32 The focused evaluation of classroom teachers must include at the minimum:

1. One of eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
2. The teacher’s proposed criterion must be approved by the teacher’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. Teachers on focused evaluations shall have the option of selecting the professional growth activities linked to that criterion. The evaluator shall either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.
3. The evaluation must be based on the criterion using the Danielson Instructional Framework rubrics and OSPI’s approved Student Growth rubrics. More than one measure of Student Growth data must be used in scoring the Student Growth rubrics.
4. The focused evaluation will include the Student Growth rubrics of the selected criterion. If Criterion 3, 6, or 8 are selected, evaluators will use those Student Growth rubrics. If Criterion 1, 2, 4, 5, or 7 are selected, evaluators will use Criterion 3 or 6 Student Growth rubrics.
5. A summative score is determined through the scoring of the instructional and Student Growth rubrics for the criterion selected.
6. The employee must be given the opportunity to attach written comments to his/her evaluation report.
7. Each classroom teacher shall have the opportunity for confidential conferences with his or her immediate evaluator on no less than two occasions in each school year. The purpose of the conference will be to provide additional evidence by either the evaluator or the classroom teacher to aid in the assessment of the classroom teacher’s professional performance against the instructional framework.

Evaluation Procedures

Section 11.7.33 The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.

Section 11.7.34 The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The employee shall have the right to attach to the District's copy of the evaluation report a statement of response to the evaluation.

Section 11.7.35 The final summative evaluation report from eVal shall be forwarded to the District's Personnel Office for filing in the employee's personnel file before the end of the current school year.

Section 11.7.36 Following the completion of each evaluation report required above, a meeting shall be held between the evaluator and the employee to discuss the report.

Section 11.7.37 A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing no later than the last day of school. The direction of the evaluator must be communicated in writing based on concerns related to one of the evaluative criteria no later than the last day of school.

Probation

Section 11.7.38 At any time after October 15, a non-provisional employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. (For the 2013-2014 school year, current contract language applies for probation.)

Section 11.7.39 At his/her request the probationary employee may have a representative of the Association present at all meetings that the employee attends related to the probationary process. All written information shared with the employee shall also be given to the Association representative attending the meetings.

Section 11.7.40 For classroom teachers who have been transitioned to the revised evaluation system, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

1. Level 1; or
2. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

Section 11.7.41 During the period of probation, the teacher may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration

of a request for transfer or reassignment is contemplated by either the individual or the school district. (If a probationary teacher's evaluator is no longer with the District, the District and AEA will meet to develop a plan of transition.)

Section 11.7.42 A probation period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15 of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15 of less than Level 2.

Section 11.7.43 The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

Section 11.7.44 The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.

Section 11.7.45 During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

Section 11.7.46 The evaluator may authorize one additional certificated administrative employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

1. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the Educational Service District 113 selected from a list of evaluation specialists compiled by the Educational Service District.
2. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
3. The Association may provide an additional evaluator for the purpose of support, feedback or coaching. The outside evaluator's findings will not be disclosed to the district.

Section 11.7.47 If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan of improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

Section 11.7.48 The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.

1. A classroom teacher who has been transitioned to the revised evaluation system must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five years of experience.
2. 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.

Notice of Discharge, Removal from Assignment

Section 11.7.49 When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating below Level 2 for two consecutive years, the school district shall, within ten (10) days of the completion of the second comprehensive summative evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

Section 11.7.50 Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

Section 11.7.51 In the case of a classroom teacher who has been transitioned to the new evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in Section 11.7.48 of this section. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

ARTICLE XII

REDUCTION IN FORCE

Section 12.1.1 The necessity for, and extent of, staff reduction will be determined by the Board after receiving the recommendation of the Superintendent and his/her staff. The following, in the order listed, will be the factors considered in determining the educational

programs and services to be provided and the certificated employees who will be employed to provide the educational program or service.

Educational Programs and Services:

Section 12.1.2 In making a recommendation of the educational programs and services to be provided by the District, the Superintendent and his/her staff shall give consideration to the following factors:

1. The funds available for the implementation of the educational programs and services;
2. The needs of students evidenced by requirements for graduation, minimum program requirements in accordance with WAC requirements, requirements for accreditation and historical participation of students in programs and services.
3. The curriculum offerings and services based on the material developed under subdivisions (1) and (2) above.
4. The positions needed to operate the educational programs and services developed under subdivisions (1), (2), and (3) above.

Certificated Staff:

Section 12.1.3 If an educational program or service in the district is to be reduced, modified, or eliminated, the Superintendent and his/her staff shall develop a list of certificated employees to be recommended to the Board for retention by the District to fill the positions needed, if any, to operate the educational program or service. The District will prepare a seniority list on/or before January 1 of the year following the signing of a contract between the Association and the District. Upon request, a copy of that list will be available to the Association once each year. The following criteria shall be applied, in the order in which they are listed, in developing the list of certificated employees.

1. To insure that the certificated staff recommended for retention are qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate as may be required for the position(s) under consideration and, in addition, must have had at least one (1) year contracted experience performing within the employment category, specialty, or sub-specialty related to the position(s) under consideration.
2. A seniority list will be prepared for regular education grades P through 6 and special education grades P through 6. A separate seniority list will be prepared for regular education grades 7 through 12 and special education grades 7 through 12. For the 7 through 12 grades, the employees will be ranked within the program. A separate list will be prepared for E.S.A. certifiable positions with employees ranked by position. In the event a person has had contracted experience in more than one program area, he/she

will be listed in each area where he/she has had at least one (1) year experience during the past ten (10) years.

3. The District shall retain those educational employees with the longest period of service as a certificated public school employee on a seniority basis, except as provided below. "Seniority" shall mean the number of years of certificated experience in the Washington Office of the Superintendent of Public Instruction or in any Washington Educational Service District or common school district in the State of Washington.
 - A. Non-teaching experience allowed on the salary schedule will not be considered in determining seniority.
 - B. Educational employees on leave will have that seniority credited to them at the time they discontinued active service to the District.
 - C. In the case of equality of seniority, the determining factor will be seniority within the district as determined by the date elected to employment by Board action. If ties still exist, the certificated employee's latest evaluation will be used. In the event ties still exist, the employee(s) with the largest number of quarter hour credits beyond the B.A. degree, as earned and recorded in the personnel office as of May 1, shall have preference.

STAFF RETENTION

Section 12.2.1

1. In the event that reduction in staff is necessary, the Superintendent shall give Reduction In Force notices to contracted employees who will not be retained.
2. The District will determine, as accurately as possible, the total number of certificated staff known as of April 15 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available positions for the following school year.
3. Upon District determination of educational programs, services, and activities to be retained, educational employees shall be assigned to appropriate positions by the District.
4. Educational employee reductions, developed in accordance with these procedures, shall be acted upon by the District on or before May 15 and all affected employees shall be notified in writing of such action.
5. The District shall allow all employees who so choose, upon written application, a leave of absence for the ensuing school year. Further, any certificated employee taking such leave shall be re-employed at the end of the ensuing school year at the same or comparable position and/or level if the program or service for which they are qualified is offered.

Should revenue not be available to re-employ said individuals the ensuing year, and implementation of this policy is again necessary, this staff reduction policy shall be applied to those individuals previously on leave in accordance with its application to all other staff members.

EMPLOYMENT LEAVE POOL

Section 12.3.1

1. All educational employees who are not retained in accordance with these procedures shall be non-renewed or discharged and placed in an employment leave pool for possible reemployment during the next school year. Employment pool persons will be re-employed as provided under (3) below.
2. It shall be the responsibility of each person placed in the employment leave pool to notify the Director of Personnel in writing between January 1 and January 31, if said person wishes to remain in the employment leave pool up to October 1 of the subsequent school year. If such notification is not received, or if a person is not re-employed by October 1, the name of any said person shall be dropped from the employment leave pool.
3. When a vacancy occurs in grades P through 6, the District shall offer the position to the person in the employment leave pool with the most seniority who served the District in any one of those grades during the previous school year. Likewise, when a vacancy occurs in grades 7 through 12, the District shall offer the position to the person in the employment leave pool with the most seniority in the subject area needed who served the District in any one of those grades during the previous school year. Such persons will have ten (10) calendar days from the receipt of the written offer to accept the position. If an individual fails to accept an offered position for which the former employee is qualified by education or experience, such individual will be dropped from the employment leave pool.
4. The District will use persons from the employment leave pool as substitutes on a first priority basis, provided that each member of the pool seeking such employment registers with the district personnel office.
5. Insurance eligibility and benefits may be continued where permitted by insurance company agreements at the employee's own expense.

ARTICLE XIII

DUE PROCESS - DISCIPLINARY ACTION

Section 13.1.1 No employee shall be disciplined or adversely affected without just cause.

Section 13.1.2 Except in cases of serious misconduct it is understood that the District will follow a policy of progressive discipline. Such discipline shall include: 1) verbal warning, 2) written warning, 3) suspension, 4) discharge.

Section 13.1.3 Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Section 13.1.4 The District shall advise employees of their right to representation before any meeting or discussion that could lead to their being disciplined or terminated with the exception of a circumstance involving a verbal warning. Upon request, the employee will be allowed to have a representative of the Association present at any such meeting. Said meeting, will be scheduled with no less than one (1) day prior written notice, unless the employee and the District agree to alter the time period. All meetings will be held in a location where conversation can occur in a normal tone of voice, with reasonable expectation of privacy.

Section 13.1.5 When representation is desired by the employee, it shall be the employee's responsibility to arrange the representation.

Section 13.1.6 All information forming the basis for any disciplinary action or adverse effect upon the employee shall be made available to the employee and the Association at the request of the employee. All specific grounds forming the basis for any disciplinary action shall be in writing.

Section 13.1.7 Upon receipt of any complaint made to a district administrator against an employee by any parent, student or other person, and not called to the attention of the employee within five (5) working days, may not be used as the basis for any disciplinary action against the employee. Only those days on which the employee is present shall be counted towards the five (5) working days.

Section 13.1.8 The District agrees to comply with all appropriate due process statutory provisions when taking actions that adversely affect the employee's contract.

ARTICLE XIV – GENERAL ECONOMIC PROVISIONS

SALARY SCHEDULE

General Provisions:

Section 14.1.1 The format of the Index Salary Schedule for State Allocation Model shall be used as Aberdeen School District's Salary Schedule hereinafter attached as Exhibit A-1.

Education Credits:

Section 14.1.2 The District agrees that education credits shall be granted for college work as determined by the then current rules and regulations governing the Leap schedule as published by SPI. For current year salary adjustment, transcripts must be received in the personnel office by November 1st.

1. **Regularly Certificated Employees:** Education credit applied to the salary schedule shall be determined by the then current rules and regulations governing the Leap schedule as published by SPI.
 - A. Column 1: A Bachelor's Degree with less than fifteen (15) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree.
 - B. Column 2: A Bachelor's Degree with at least fifteen (15), but less than thirty (30) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree.
 - C. Column 3: A Bachelor's Degree with at least thirty (30) but less than forty-five (45) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree.
 - D. Column 4: A Bachelor's Degree with at least forty-five (45), but less than ninety (90) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree.
 - E. Column 5: A Bachelor's Degree with at least ninety (90) but less than one hundred thirty-five (135) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree.
 - F. Column 6: A Bachelor's Degree with at least one hundred thirty-five (135) quarter hours of college credit earned subsequent to the date of the Bachelor's Degree, but less than a Master's Degree.
 - G. Column 7: A Master's Degree with less than forty-five (45) quarter hours of college credit earned subsequent to the date of the Master's Degree.
 - H. Column 8: A Master's Degree with at least forty-five (45), but less than ninety (90) quarter hours of college credit earned subsequent to the date of the Master's Degree or a Bachelor's Degree and ninety (90) quarter hours of college credit and a Master's Degree.
 - I. Column 9: A Doctor's Degree or a Master's Degree with at least ninety (90) quarter hours of college credit earned subsequent to the date of the Master's Degree or a Bachelor's Degree and one hundred thirty-five (135) quarter hours of college credit and a Master's Degree.

2. **Vocationally Certificated Employees:** Vocational employees not eligible for regular certification shall receive all benefits the same as other employees, except that placement on the salary schedule shall be as determined by the then current rules and regulations governing the Leap schedule as published by SPI.

Section 14.1.3 Experience Credit:

The District agrees that credit shall be given for experience as determined by the then current rules and regulations governing the Leap schedule as published by SPI.

Salary Payment Method:

Section 14.1.4 All employees shall be paid in twelve (12) monthly installments. Each payment shall contain one-twelfth (1/12) of the contracted salary. Payment shall be made to Employees on the last business day of each month.

Section 14.1.5 Employees may authorize direct deposit of their monthly payment to the bank, savings and loan, or credit union of their choice. Effective with the 2002 contract, only those employees who currently receive payment by warrant have this option of payment. New employees are required to complete the automatic payroll deposit form and receive their monthly payment by direct deposit.

Section 14.1.6 In the event of a mistake in payment resulting in underpayment, corrections shall be on the next monthly payment. When an overpayment is made, repayment deductions will be taken from the employee's next monthly payment unless other arrangements are made with the Business Office. Cumulative errors shall be corrected when they come to light as stated above.

Section 14.1.7 All compensation owed to an employee who is leaving the District during the school year shall, upon request, be paid the last business day of the month of separation, if the request is made two (2) weeks prior to the last business day of the month. Otherwise, all compensation will be paid the last business day of the month following separation.

Insurance Benefits:

Section 14.1.8 Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of new employees shall begin with their employment and shall be completed within the time specified by the insurance carrier.

EMPLOYER PROVIDED BENEFITS

Section 14.2.1 The District will make available to the bargaining unit those funds provided by the State for employee health insurance. This amount will be pro-rated for part-time employees. These funds will be used in the following order.

Section 14.2.2 The District shall pay the total premium for dental and vision plans for Employees and their dependents out of the state allocation funds. The District will pay the entire medical retirement subsidy (carveout) and the long-term disability (LTD) from funds other than the state allocation. The district will pay \$50 per month per employee into the employee benefit pool in each year of the agreement. This section of the contract will be opened to negotiate any state legislative actions to reflect changes in health care allocations, pooling or benefits funded by the state, and to negotiate the effects of the federal health care reform insurance exchanges being implemented on or after January 1, 2014.

Section 14.2.3 All employees will pay a premium of one (1) percent of their total medical premium per month. (The total medical premium does not include vision and dental.) The remaining funds available will be used to provide for the cost of a negotiated hospital-surgical-medical plan for employees. (Duplicate coverage will not be provided for the employee or dependents.) In the event the remaining funds available are not sufficient to cover the entire cost of the medical plan, the district will, in October of each year, prepare a benefits pooling schedule that will use 100% of the state health benefits funds for the bargaining unit. Any medical cost that exceeds the benefit pool will be an employee contribution. Any changes in district contributions will not be retroactive. Employer Provided Benefits in Section 14.2.2, Section 14.2.3 and Section 14.2.4 will be reopened in May 2015 to review health care benefits with any negotiated changes to be applied in the third year of this agreement.

Compliance:

Section 14.2.4 – It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.020 and the state appropriations acts as they relate to expenditures for employee benefits. No provision of the Section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by state law or to subject the District to a penalty. Pursuant to RCW 28A.400.275(1), the parties agree to abide by state laws relating to school district employee benefits. The parties acknowledge that the above insurance agreement is for a term of one (1) year, subject to automatic extension for the ensuing year in the absence of written notice otherwise by one party to the other prior to June 1.

OPTIONAL BENEFITS

Section 14.3.1 Optional benefits, either singly or in any combination, available to Employees upon authorization of payroll deduction for the full premiums:

1. Washington National Salary Insurance
2. NEA Accidental Death and Dismemberment Insurance
3. Term Life Insurance
4. Any other approved insurance program agreed to by the District and the Association

Section 14.3.2 The District shall permit payroll deductions for tax-deferred annuity programs endorsed by the Washington Education Association and other tax-sheltered annuity programs selected by the Employee and approved by the District.

PAYROLL DEDUCTIONS

Section 14.4.1 All salaries are subject to payroll deductions for:

1. State Teachers or State Employees' Retirement Systems
2. Withholding tax
3. FICA
4. Workers' Compensation
5. Approved absence not provided for by leaves (computed for each day absent at per diem based on the employee's annual salary)
6. Dues or representation fees (in accordance with Article II)

Section 14.4.2 The following deductions may be made, if authorized by the individual:

1. Additional withholding tax
2. Approved medical plans
3. Salary insurance
4. Tax-deferred annuities
5. Payments to Inspirus Credit Union and Twin Star Credit Union
6. Other approved insurance programs
7. United Way deductions
8. Automatic Payroll Authorization (APA)
9. Savings Bonds

Section 14.4.3 Such authorization shall continue in effect from year to year, unless a written revocation is submitted to the District by the employee. Changes may be submitted by the employee at least twenty-one (21) days before any monthly pay date. To preclude additional bookkeeping costs to the District, each employee may make no more than three (3) changes,

excluding Association dues, health insurance premiums, and United Way donations, in a fiscal year.

Tuition Reimbursement

Section 14.4.4 The District will reimburse for tuition expenditures for TEPS approved courses at the rate of \$100 per credit quarter hour to a maximum of eight (8) hours per school year. Each employee will be paid tuition reimbursement up to a maximum of 24 hours. Reimbursement request must be submitted within one calendar year following completion of coursework.

Mileage:

Section 14.4.5 Employees who are required to travel on school business shall be reimbursed at the current IRS rate per mile when using their private automobiles. School business shall mean travel between schools to do their job, attend meetings, make home visits, travel to out-of-district conferences, meetings, observations, or for co-curricular scouting. The IRS rate will be adjusted annually in January.

Supplemental Contracts:

Section 14.4.6 Supplemental pay shall be paid for work outside the regular contract day. Exceptions to the rate of pay outlined below may be made when funding is controlled by grants or other funding sources

Section 14.4.7 Instructional/Student Contact

1. Summer School: Summer school instructors shall be paid at their hourly per diem rate for instruction and planning.
2. Detention Center: Summer session teaching at the Detention Center will be paid at the per diem rate for whoever is teaching at the Detention Center for that session.
3. Inservice Instruction: Presenters or instructors for inservice or workshops shall be paid at the hourly rate based on .001 of the B.A. base.
4. Teachers will receive an additional \$250 stipend for supervising students during outdoor school.

Section 14.4.8 Curriculum Development

1. Curriculum Development: Curriculum development work shall be paid on an hourly basis at the rate of \$35.00 per hour.
2. Extended Time: The District agrees the extended time payment schedule shall be computed at a full per diem rate by dividing the annual base contracted salary by

the number of days in the employee's contract. The District further agrees to pay the above computed full per diem rate for every extended day worked by the Employee.

Section 14.4.9 The following positions may be contracted for an additional ten (10) days beyond the basic contract: Librarians, School Psychologists, Counselors. The following positions will be contracted for an additional five (5) days beyond the basic contract: Speech-Language Pathologists and Nurses. These employees will be paid at their per diem rate.

Section 14.4.10 Extended Day Contracts: Any employee contracted for student contact instruction hours in excess of the hours assigned regular employees shall receive additional compensation at the per hour rate of the employee's per diem rate divided by the hours in the instructional day.

Section 14.4.11 The District will provide one (1) release day to employees scheduled to take the online assessment portion of the National Board Certification process. Each employee working toward National Board Certification will have access to district technology equipment, such as video cameras when available, in order to facilitate the National Board program.

SECTION 14.4.12 Support Service Specialists: In order to attract and retain qualified certificated support service specialists, OTs, PTs, SLPs and School Psychologists shall receive a \$2,000 stipend at the time of hiring. Payment will be made as a lump sum in the employee's initial pay warrant.

SECTION 14.4.13 The District will provide a stipend in the amount of \$1,000 per school year for Educational Support Associates (ESA) who possess the following recognized national certifications:

Speech Language Pathologists	Certificate of Clinical Competence
Registered Nurses	National School Nurse Certification
Occupational Therapists	National Board for Certification in Occupational Therapy (NBCOT)
Physical Therapists	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology (NASP), or American Board of Professional Psychology (Diplomate)

Payment will be made to the ESA with continuing board certification as a lump sum in the September pay warrant. The employee must provide Human Resources with a copy of his/her national certification by September 1 in order for the stipend to be paid on the September 30 pay warrant. Educational Support Associates who are newly certified will be paid no later than the pay period immediately following the period in which the district receives a copy of the certification from the employee.

MENTOR TEACHER PROGRAM

Section 14.5.1 Participation in the Mentor Teacher Program will be voluntary and the District will not require any new or experienced employee to apply for participation. Selected mentor teachers will receive the maximum stipend and expenses for workshop and travel provided by SPI. Compensation will be on a supplemental contract. Mentor teachers and participating beginning teachers will be provided the maximum number of days of release time compensated for by the State. Release time for participating employees shall be covered by substitutes, the cost of which to be paid by the State allocation.

Section 14.5.2 Current employees eligible to participate in the Beginning Teacher Assistance Program shall be notified as soon as possible after a beginning teacher has been hired who wishes to participate in the Mentor Teacher Program. An application (Exhibit E) shall be provided upon request stating the appropriate qualifications for eligibility, which shall include the following:

1. The applicant must be a full-time teacher.
2. The applicant must have a minimum of three (3) years full-time teaching experience, one full year of which must have been in-district experience.
3. The applicant must hold a valid continuing certificate.
4. The applicant must have only satisfactory, proficient or distinguished evaluations on file.
5. The applicant should be assigned to the same instructional level (P-6) or department (7-12) as the beginning teacher, and should teach in the same building as the beginning teacher.)

Section 14.5.3 Mentor teachers will be selected by mutual decision between the teacher and the principal and should:

1. Demonstrate effective teaching skills.
2. Have a good understanding and perspective of District building policies.
3. Possess a high level of professional development/commitment.
4. Demonstrate good communication and interpersonal skills with students and staff.
5. Demonstrate enthusiasm and a high level of professional creativity.
6. Be highly regarded by students, staff, and the community.

Section 14.5.4 Interested employees shall complete the application and submit it to their building principal within five (5) working days of notice that an opportunity to be a mentor teacher is available.

Section 14.5.5 No participating employee will be subject to any additional evaluation procedure not outlined in the current collective bargaining agreement. A mentor teacher will not participate in, or contribute to, the performance evaluation of a beginning teacher.

Section 14.5.6 Should problems arise between the mentor teacher and the beginning teacher, the building principal will facilitate resolution of the difficulties. If the mentor teacher and beginning teacher are unable to resolve their problems, the principal may terminate the arrangement. At any time in the process, the mentor teacher shall have the right to refuse the appointment or to end the involvement voluntarily. In the event of termination for any reason, by the beginning teacher or the mentor, compensation shall be prorated to the time of termination.

Section 14.5.7 Should an arrangement be terminated, the original selection process shall be followed to select a new mentor teacher, provided the beginning teacher wishes to continue participation in the program.

CO-CURRICULAR ACTIVITIES STIPENDS

Section 14.6.1 The Co-curricular Salary Schedule will be adjusted according to the average percentage increase funded by the state each year of the bargaining agreement. (Exhibit A-2)

Section 14.6.2 If any part of the Co-Curricular Salary Schedule is found to be contrary to any State or Federal Law, the District will accept its legal and fiscal responsibility and this section will be brought into compliance with the law through the Administering the Agreement Section of this Agreement. Co-curricular contracts will be paid during the pay periods when the service was rendered.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 15.1.1 A grievance is a claim filed by an employee, a group of employees, or the Association, alleging that the District has violated, misinterpreted, misapplied, unfairly applied or not applied, any provisions of this Agreement which affects said grievant(s). The grievance procedure will not apply to discharge, probation, or the non-renewal of provisional status employees provided that the probation procedure is subject to the grievance procedure.

Section 15.1.2 Upon request, the District shall provide to the grievant and/or the Association all information requested for processing any grievance in a timely manner, allowing the grievant(s) to meet the timelines established in the grievance procedure.

Section 15.1.3 This Article shall not limit an employee's right to discuss a complaint via administrative channels and to solve this problem without resort to these grievance channels. Such discussion shall not be subject to any provisions of this Article.

Step 1:

1. Within fifteen (15) work days following knowledge by the employee(s) or the Association when the employee(s) should have reasonably known of an alleged violation, misapplication, misinterpretation, unfair application, or lack of application of any provision of the Agreement affecting said employee(s) or the Association, the grievant(s) may invoke this grievance procedure by filing a written claim stipulating the violation and the remedy sought with the supervisor immediately involved in the dispute.

If the grievance involves employees at more than one (1) school building, it may be filed with the Superintendent or his/her designee.

2. Within five (5) work days of receipt of the grievance claim, the immediate supervisor shall meet with the grievant(s) who may be represented by an Association grievance representative at the sole option of the grievant(s) as long as such representative has been given an opportunity to be present at that meeting and to make his/her views known in an effort to resolve the grievance.
3. The immediate supervisor shall answer the claim in writing within ten (10) work days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association. Such answer shall include the reasons and supportive evidence upon which the decision is based.

Step 2:

1. If the grievant(s) is/are not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) workdays, the grievance may be transmitted to the Superintendent or his/her official designee within five (5) work days. The Superintendent or his/her designee shall meet with the grievant(s) within five (5) workdays of receipt of the grievance and shall indicate the disposition of the grievance in writing within five (5) work days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association.
2. During this meeting, the grievant(s) has/have the option of being represented by an Association grievance representative.

Step 3:

1. If not satisfied with the disposition of the grievance at Step 2, within ten (10) work days the grievant may elect binding arbitration. The Association shall have within

its sole discretion the decision to arbitrate and may appeal the final decision of the District to final and binding arbitration. The arbitration shall be conducted by the American Arbitration Association (AAA) under the Voluntary Rules, and as provided below. In the event the District, at Step 2, argues that the matter is excluded from arbitration by contract language, the arbitrator will rule on arbitrability before hearing the merits of the grievance.

2. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. He/she shall decide all arbitrability issues. Upon request of either party, the merits of the grievance and the arbitrability issues arising in connection with the grievance shall be consolidated for hearing before the arbitrator.

3. The arbitrator shall determine the decision or award, which shall be published in writing no later than thirty (30) calendar days from the date of the hearing, or, if arguments have been waived by both parties, then from the date of submission of written briefs and proof. The decision or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on both parties.

Arbitration Costs:

Section 15.1.4 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Time Limits:

Section 15.1.5 The time limits provided in this Article shall be strictly observed, unless extended by mutual written agreement between the parties. Failure of the District to observe time limits shall entitle the grievant(s) to a finding on the grievance(s) in his/her favor. Failure of the grievant(s) to observe the time limits shall terminate his/her right to proceed with the grievance(s). The term "workday" shall mean all days, on which the District office is open for business.

Appeal of Arbitration:

Section 15.1.6 Petition by either party to a court of competent jurisdiction, or any arbitration decision or award, shall be limited to the following:

1. The arbitrator exceeded the jurisdiction or authority under this agreement.
2. The arbitrator's decision or award is based on an error of the law.

ARTICLE XVI

PAST PRACTICES

Section 16.1.1 The Association and the District have had an opportunity to negotiate pertinent practices. All practices not covered specifically by the terms of this Agreement shall be the prerogative of the Board, except that any rule, regulation, policy, practice, or administrative decision, which is in conflict with the terms or conditions of this Agreement, shall be subject to the grievance procedure.

MAINTENANCE OF STANDARDS

Section 16.2.1 This Agreement shall supersede all written or oral rules, regulations, policies, resolutions, or practices of the District which shall be contrary to, or inconsistent with, its terms.

Section 16.2.2 This Agreement is the total Agreement between the Association and the District concerning individual employee benefits.

CONTRACT COMPLIANCE

Section 16.3.1 All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. If any individual employee feels that the terms of his/her contract are inconsistent with this Agreement, the matter shall be resolved through the Grievance Procedure.

PRINTING AND DISTRIBUTION

Section 16.4.1 Within a time period of no more than thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall print copies of this Agreement for each certificated employee. The Association will accept the copies on behalf of the employees.

Section 16.4.2 A total of four hundred (400) copies will be printed. The cost of the printing will be shared equally by the Association and the District. The style and format of the Agreement shall be agreed upon between the Association and the District.

Section 16.4.3 Seventy-five (75) copies shall be provided to the District. All certificated individuals making employment application to the District shall be provided, for their examination, a copy of the Agreement by the District upon request. Employees new to the District shall be provided a copy of the Agreement by the District.

SUBCONTRACTING

Section 16.5.1 Nothing in this Agreement shall prohibit the District from determining the manner in which tasks are to be performed or duties assigned, or positions filled. The District

will determine the most economical, effective, efficient manner in which a given objective is to be accomplished.

Section 16.5.2 All work currently performed by employees shall continue to be performed by employees for the duration of this Agreement, except the District may subcontract work with a municipal subdivision provided no employee is riffed to provide the work.

ADMINISTERING THE AGREEMENT

Section 16.6.1 The Association and District bargaining teams will meet on a regular basis to discuss the maintenance of this contract. Meetings shall be scheduled at a mutually agreeable time, but no less than once each month during the school year. Meetings will provide opportunity for ongoing discussion of issues and items of concern. Any changes agreed to in this process will be set forth in a Memorandum of Understanding and become a part of this Collective Bargaining Agreement.

CONFORMITY TO LAW - SAVINGS

Section 16.7.1 Nothing in this Agreement shall be construed to deny or limit the rights of any employee under applicable Federal or State laws, rules, or regulations. If any provision of this Agreement, or any application of this Agreement, shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XVII

DURATION

Section 17.1.1 This Agreement shall become effective September 1, 2016, and shall remain in effect until August 31, 2018.

Section 17.1.2 Automatic re-openers are state-approved salary and fringe benefit adjustments and legislative changes affecting the Collective Bargaining Agreement.

Section 17.1.3 If the Legislature or O.S.P.I. allocates additional funds for salary or fringe benefits, the parties will meet within twenty (20) workdays of the action to negotiate.

Aberdeen Education Association, Inc. Aberdeen School District No. 5

<p><u>Erik C. Peterson 12/6/16</u> Association President Date</p>	<p><u>David Bull</u> Chairman of the Board Date</p>
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<p><u>Joan Jadrull Jan 12/05/2016</u> Chief Negotiator Date</p>	<p><u>TH. Oster 12/6/16</u> Superintendent Date</p>
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ABERDEEN SCHOOL DISTRICT NO. 5
Aberdeen Education Association
2016/17 LEAP Salary Schedule

Base: \$35,700

Years Exp. Step	Col. 1 BA	Col. 2 BA + 15	Col. 3 BA + 30	Col. 4 BA + 45	Col. 5 BA + 90	Col. 6 BA + 135	Col. 7 MA	Col. 8 MA + 45	Col. 9 MA + 90 or PhD
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16					60,493	63,472	60,532	64,429	67,288

Curriculum Development Rate: \$30.00

Instructional/Student Contact Rate: \$35.00

Summer School Rate: Hourly Per Diem

Summer School Detention Center Rate: Hourly Per Diem

BA + 135 had to be completed by December 31, 1991.

Column is closed after that date.

Board Approved: May 17, 2016

Effective: September 1, 2016

State funded 1.8% COLA for 2016/17

**Aberdeen School District No. 5
Co-Curricular Stipends 2016/17**

Years' Exp.	Column 1 Amount	Column 2 Amount	Column 3 Amount	Column 4 Amount	Column 5 Amount	Column 6 Amount	Column 7 Amount	Column 8 Amount
0	\$699	\$1,325	\$2,095	\$2,514	\$3,073	\$3,352	\$4,751	\$6,148
1	\$708	\$1,342	\$2,122	\$2,547	\$3,113	\$3,396	\$4,813	\$6,229
2	\$717	\$1,360	\$2,150	\$2,580	\$3,154	\$3,440	\$4,876	\$6,310
3	\$727	\$1,378	\$2,178	\$2,614	\$3,195	\$3,485	\$4,940	\$6,393
4	\$736	\$1,396	\$2,207	\$2,648	\$3,237	\$3,531	\$5,005	\$6,477
5	\$746	\$1,415	\$2,236	\$2,683	\$3,280	\$3,577	\$5,070	\$6,561
6	\$755	\$1,433	\$2,265	\$2,718	\$3,323	\$3,624	\$5,137	\$6,647
7	\$765	\$1,452	\$2,295	\$2,754	\$3,366	\$3,672	\$5,204	\$6,734
8	\$775	\$1,472	\$2,325	\$2,790	\$3,410	\$3,720	\$5,272	\$6,823
9	\$785	\$1,491	\$2,355	\$2,826	\$3,455	\$3,769	\$5,341	\$6,912
10	\$795	\$1,511	\$2,386	\$2,863	\$3,500	\$3,818	\$5,411	\$7,003
11	\$806	\$1,531	\$2,417	\$2,901	\$3,546	\$3,868	\$5,482	\$7,094
12	\$816	\$1,551	\$2,449	\$2,939	\$3,592	\$3,919	\$5,554	\$7,187
13	\$827	\$1,571	\$2,481	\$2,977	\$3,640	\$3,970	\$5,627	\$7,281
14	\$838	\$1,592	\$2,514	\$3,016	\$3,687	\$4,022	\$5,701	\$7,377
15+	\$848	\$1,613	\$2,547	\$3,056	\$3,735	\$4,075	\$5,775	\$7,473
	<u>222</u>	<u>High</u>	<u>High</u>	<u>High</u>	<u>High</u>	<u>High</u>	<u>High</u>	<u>High</u>
	Work Based Learn	K. Bowl	Newspaper	Orchestra	Drama	Choral	Band	Events Mgr.
			Asst. Band	Yearbook	Musical	AVID		
	<u>Jr. High/Elem</u>	<u>Jr. High</u>	FBLA	DECA		ASB		
	Orchestra	Choral	*Skills USA	Renaissance				
		K. Bowl	Hosp/Pro Start	Link Crew				
	<u>Elem</u>	Yearbook	FFA					
	Band		Robotics					
	Jazz							
	Vocal		<i>* Addt'l \$200 stipend for taking Skills USA to Nat'l's</i>					
			<u>Jr. High</u>					
			Band					
			World Rhythms					

Based on a 1.8% COLA increase for 2016/17

Board Approved: July 21, 2016

Effective: September 1, 2016

Aberdeen School District No. 5

2016 - 2017 Academic Calendar

AUGUST 2016				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August 2016

18-19 Summer Conference
29-30 Freshman Academy
31 Seniors Start

September 2016

1 TRI Day
5 Labor Day Holiday
6 TRI Day
7 First Day of School

October 2016

21 LID Replacement Day, No School for Students

November 2016

11 Veteran's Day, No School
23 Thanksgiving Break Begins/Early Release
24-25 Thanksgiving Holiday, No School

December 2016

22-30 Winter Break

January 2017

2 Winter Break Continues
16 Martin Luther King Jr. Holiday, No School

February 2017

17 Weather Makeup Day, POSSIBLE School Day
20 President's Day Holiday, No School
21 TRI Day, No School for Students

April 2017

3-7 Spring Break

May 2017

26 Snow Make-up Day, No School TBD
29 Memorial Day Holiday, No School

June 2017

16 Last Day of School, Early Release

♦ Denotes Conference Days/Check Schools for Early Release Schedule
* Denotes Collaboration Day. 2-hr early release

FEBRUARY 2017				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	(21)	22	23	24
27	28			

17/109 Days

MARCH 2017				
M	T	W	TH	F
		1	2	3
6	7	8*	9	10
13	14	15	16	17
20	21	22	23	24♦
27♦	28♦	29♦	30♦	31♦

23/132 Days

APRIL 2017				
M	T	W	TH	F
3	4	5	6	7
10	11	12*	13	14
17	18	19	20	21
24	25	26	27	28

15/147 Days

MAY 2017				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17*	18	19
22	23	24	25	26
29	30	31		

21/168 Days

JUNE 2017				
M	T	W	TH	F
			1	2
5	6	7*	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

12/180 Days

JULY 2017				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER 2016				
M	T	W	TH	F
			(1)	2
5	(6)	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28*	29	30

18 Days

OCTOBER 2016				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20♦	(21)
24♦	25♦	26♦	27♦	28♦
31				

20/38 Days

NOVEMBER 2016				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

19/57 Days

DECEMBER 2016				
M	T	W	TH	F
			1	2
5	6	7*	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

15/72 Days

JANUARY 2017				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18*	19	20
23	24	25	26	27
30	31			

20/92 Days

Aberdeen School District Collaboration Days

2016-2017

September 28	3 hours
October 24-27 (one afternoon during conference week)	3 hours
December 7	3 hours
January 18	3 hours
March 8	3 hours
April 12	3 hours
May 17	3 hours
June 7	3 hours

**SELF-DIRECTED TRI DAYS
SUPPLEMENTAL CONTRACT DOCUMENTATION
OF ADDITIONAL TIME WORKED**

I, _____, verify that I fulfilled the responsibilities of the Self-Directed Professional Days performed beyond the contracted basic education work year and workday, all in accordance with the Collective Bargaining Agreement between the Aberdeen School District and the Aberdeen Education Association. Such responsibilities may have included but were not limited to:

- Preparation for opening and closing of school
- Attendance at professional conferences
- Attendance at I.E.P. meetings
- Curriculum and assessment preparation
- Parent conferencing
- Attendance at work-related community events and student activities
- Home visits
- Newsletter preparation and other necessary communications.

Employee Signature

Date

THIS VERIFICATION MUST BE TURNED IN TO THE DISTRICT BUSINESS OFFICE
BY JULY 15 OR YOUR CONTRACT AMOUNT MAY BE DEDUCTED
FROM YOUR AUGUST PAYCHECK

EVALUATION FORM Certificated Support Personnel

Name: _____ Assignment: _____

School: _____ School Year: _____

The primary purpose of a program of evaluation should be the improvement of instruction. The evaluation process should provide for the participation of the individual being evaluated; for substantive, constructive recommendations to the individual being assessed; and for necessary inservice or assistance required by the individual to improve or enhance his/her professional competency.

This evaluation is based upon classroom observations, which occurred on the dates and for the duration listed, and other general observations.

RECOMMENDATIONS: _____ Re-employ _____ Place on Probation _____ Non-renewal

I have seen this evaluation.

Support Person's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

Comments by Support Person: _____

SUPPORT PERSONNEL EVALUATION

CRITERION:

1. Knowledge and Scholarship in Special Field.
 - a. Is aware of research in relevant areas.
 - b. Demonstrates ability to conduct, use and interpret research pertinent to assignment.
 - c. Has a professional balance between theory and practice.
 - d. Is professional regarding assignment.

COMMENTS:

2. Specialized Skills.
 - a. Is sensitive to the role of the administrator.
 - b. Meets with the administrator regarding program development.
 - c. Functions effectively as a resource consultant.
 - d. Demonstrates ability to synthesize and integrate testing and non-testing data.
 - e. Is aware of test use and application.
 - f. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.
 - g. Demonstrates familiarity with local school district policies relevant to program placement.
 - h. Demonstrates ability to cooperate with parents, staff and students regarding placement of students.

- i. Is a facilitating agent with staff.

COMMENTS:

3. Management of Special and Technical Environment.

- a. Helps pupils with personal as well as educational and vocational problems.
- b. Demonstrates understanding of the basic principles of human growth and development.
- c. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- d. Has a good rapport with instructional staff.
- e. Selects media and equipment consistent with the district's selection policy and appropriate to the curriculum.
- f. Maintains a well organized learning resource center.
- g. Develops and implements a program for the integration of materials and equipment into the learning experience.
- h. Relates services from the district level to meet building instructional needs.
- i. Directs para-educators, volunteers and student help with efficiency and understanding.
- j. Makes provision for differences in ability among students.

COMMENTS:

4. Support Person as a Professional.

- a. Consults with members of the Special Services staff to serve the general developmental needs of students.
- b. Is available to staff in planning and developing instructional strategies and curricular program.
- c. Demonstrates ability to utilize case conferencing and staffing.
- d. Assists teachers in the integration of appropriate supportive or guidance services into the classroom.
- e. Enlists the assistance of assistant-principals and other support personnel when appropriate.
- f. Deals with personal information and communication in an ethical manner.
- g. Maintains a professional relationship with colleagues, administrators and parents.
- h. Is responsive to constructive suggestions.
- i. Communicates easily and effectively.

COMMENTS:

5. Involvement in Assisting Pupils, Parents and Educational Personnel.

- a. Demonstrates a willingness to accept and work with all students.
- b. Allows and expects students to accept responsibility for decision making and possible consequences.
- c. Motivates students to seek assistance.
- d. Is cooperative with parents and provides them with an opportunity to be heard.
- e. Is conscientious in following through with parents.
- f. Communicates easily with teachers.

COMMENTS:

EVALUATION FORM

Short Form - Certificated Support Personnel

Name: _____ Teaching Assignment: _____

School: _____ School Year: _____

This evaluation is based on: (choose one)

- ☐ A thirty (30) minute observation with a written summary
- ☐ Two (2) or more observations totaling at least sixty (60) minutes without a written summary

Through routine observation on _____
 _____ (Dates)
 _____ has demonstrated successful performance
 _____ (Name)
 and meets statutory evaluation requirements for the current school year.

EVALUATION CRITERIA

1. Knowledge and Scholarship in Special Field
2. Specialized Skills
3. Management of Special and Technical Environment
4. Support Person as a Professional
5. Involvement in Assisting Pupils, Parents and Educational Personnel

Comments:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

White: Employee

Yellow: Principal

Pink: Personnel

**ABERDEEN SCHOOL DISTRICT
PROFESSIONAL GROWTH OPTION
VERIFICATION**

Planning Conference _____
Additional Conf. _____

Staff Member _____ Assignment _____ Supervisor _____
School Year _____ Worksite _____ Facilitator _____

PGO evaluation to be completed by May 15

Goals	Resources for Goal Accomplishment Activity (s), Procedures	Indicators of Goal Progress

Identify Self-Assessment Instrument(s) Used _____

☐ Overall performance has been satisfactory and has met statutory requirements.

Staff Member: _____ Date: _____ Supervisor: _____ Date: _____

Exhibit D-4

ADVISOR EVALUATION REPORT

Name _____		School _____		Position _____		
I.	Professional Relations	E	S	UNS	N/O	N/A
	1) Cooperation with building principals					
	2) Cooperation with activities coordinator					
	3) Rapport with the athletic staff of his/her school					
	4) Relationship with student body					
	5) Relationship with faculty					
	6) Relationship with parent and community					
	7) Relationship with news media					
	8) Relationship with game or event officials					
	9) Relationship with opponents					
II.	Coaching Activity	E	S	UNS	N/O	N/A
	1) Conduct during games					
	2) Conduct during turnouts and practices					
	3) Ability to motivate					
	4) Quality of instruction					
	5) Teaches fundamental skills					
	6) Supervision of participants' and team discipline					
	7) Organization of practice sessions					
	8) Supervision of managers					
	9) Activity organization					
	10) Completes all assigned tasks					
III.	Administration & Organization	E	S	UNS	N/O	N/A
	1) Organization of staff					
	2) Attendance at district and league meetings					
	3) Attends clinics and professional development opportunities					
	4) Handling of injuries					
	5) Care of equipment					
	6) Pre-season planning					
	7) Managing budget					
	8) Follows purchasing procedures					
	9) Follows district, league, and W.I.A.A. policies					
	10) Cooperation/coordination with coaches at other levels					

SCORING GRID W/5 CATEGORIES FOR ITEMS I, II, III

E = Excellent
S = Satisfactory

N/O = Not Observed
N/A = Not Applicable

UNS = Unsatisfactory

Comments continued on back.

1/15/97

Exhibit D-4

ADVISOR EVALUATION REPORT
(continued)

IV. Evaluator's Comments:

V. Advisor's Comments:

Signature of Coach

Date

Signature of Evaluator

Date

Exhibit E

Aberdeen School District No. 5
Aberdeen, Washington

MENTOR TEACHER APPLICATION

Name: _____ School Name: _____

Current Subject and/or
Grade Level Assignment: _____

A. Name of Beginning Teacher: _____

Building: _____

Assignment: _____

B. Selection Criteria

Please check "yes" or "no" to these program criteria:

Yes	No	
_____	_____	1. Am a full-time teacher.
_____	_____	2. Have a minimum of three (3) years full-time teaching experience, one full year of which must have been in-district experience.
_____	_____	3. Hold a valid continuing certificate.
_____	_____	4. Have only satisfactory evaluations on file.
_____	_____	5. Am assigned to the same instructional level (P-6) or department (7-12) as the beginning teacher.

C. I believe that I:

- a. Demonstrate effective teaching skills.
- b. Have a good understanding and perspective of District building policies, procedures and programs.
- c. Possess a high level of professional development/commitment.
- d. Demonstrate good communication and interpersonal skills with students and staff.
- e. Demonstrate enthusiasm and a high level of professional creativity.
- f. Am highly regarded by students, staff and the community.

Exhibit E

- D. Please write a brief paragraph describing how you meet criteria described in C. above.

- E. Please describe briefly why you are interested in participating in this program.

I am aware of and committed to attending Saturday workshops, following the program requirements, and working closely to help my assigned beginning teacher to have a successful first year of teaching.

Signed: _____

Date: _____

CODE OF PROFESSIONAL CONDUCT

for

EDUCATION PRACTITIONERS

Teachers
Educational Staff Associates
Administrators

STATE OF WASHINGTON

Chapter 181-87 WAC
Professional Educator Standards Board
Administrative Rules

OFFICE OF PROFESSIONAL PRACTICES

The Office of Professional Practices, a division under the auspices of the Superintendent of Public Instruction, is charged with enforcement, including discipline of educational practitioners for violation of the Professional Code of Conduct. The office receives, investigates, and makes legal findings regarding complaints. A nine member professional advisory committee reviews appeals from proposed disciplinary actions. Educators who violate the code may be reprimanded or their license to practice may be suspended or revoked.

The Office of Professional Practices also reviews charges that an applicant for or the holder of professional certification lacks good moral character or personal fitness. These standards are set forth in WAC 181-86-013 and address commission of criminal acts and other behavior which endanger children. Commission of criminal acts may not be directly related to professional conduct but they do reflect upon the trustworthiness of serving as a professional educator.

Requests for additional information may be addressed to:

Office of Professional Practices
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLD CAPITOL BUILDING, PO BOX 47200
OLYMPIA WA 98504-7200

**CODE OF PROFESSIONAL CONDUCT
CHAPTER 181-87 WAC****WAC 181-87-005 PURPOSE**

The sole purpose of this chapter is to set forth policies and procedures related to reprimand, suspension, and revocation actions respecting certification of education practitioners in the state of Washington for acts of unprofessional conduct. It is recognized that grounds for the discharge, nonrenewal of contracts, or other adverse change in contract status affecting the employment contracts of education practitioners are broader than stated herein. The grounds set forth as unprofessional conduct in this chapter shall not limit discharge, nonrenewal of contracts, or other employment action by employers of education practitioners.

WAC 181-87-010 PUBLIC POLICY GOALS OF CHAPTER

The public policy goals of this chapter are as follows:

- (1) To protect the health, safety, and general welfare of students within the state of Washington.
- (2) To assure the citizens of the state of Washington that education practitioners are accountable for acts of unprofessional conduct.
- (3) To define and provide notice to education practitioners within the state of Washington of the acts of unprofessional conduct for which they are accountable pursuant to the provisions of chapter 181-86 WAC.

PROFESSIONAL ACCOUNTABILITY**WAC 181-87-015 ACCOUNTABILITY FOR ACTS OF
UNPROFESSIONAL CONDUCT**

Any educational practitioner who commits an act of unprofessional conduct proscribed within this chapter may be held accountable for such conduct pursuant to the provisions of chapter 181-86 WAC.

ADMINISTRATIVE PROVISIONS

WAC 181-87-020 APPLICABILITY OF CHAPTER TO PRIVATE CONDUCT

As a general rule, the provisions of this chapter shall not be applicable to the private conduct of an education practitioner except where the education practitioner's role as a private person is not clearly distinguishable from the role as an education practitioner and the fulfillment of professional obligations.

WAC 181-87-025 EXCLUSIVITY OF CHAPTER

No act, for the purpose of this chapter, shall be defined as an act of unprofessional conduct unless it is included in this chapter.

WAC 181-87-030 PROSPECTIVE APPLICATION OF CHAPTER AND AMENDMENTS

The provisions of this chapter shall take effect ninety calendar days after adoption and shall apply prospectively to acts of unprofessional conduct committed after such effective date. Unless provided to the contrary, any revision shall take effect six months after adoption and shall apply prospectively from such effective date.

WAC 181-87-035 EDUCATION PRACTITIONER DEFINITION

As used in this chapter, the term "education practitioner" means any certificate holder licensed under rules of the Professional Educator Standards Board to serve as a certified employee.

WAC 181-87-040 STUDENT-DEFINITION

As used in this chapter, the term "student" means the following:

- (1) Any student who is under the supervision, direction, or control of the education practitioner.
- (2) Any student enrolled in any school or school district served by the education practitioner.
- (3) Any student enrolled in any school or school district while attending a school related activity at which the education practitioner is performing professional duties.
- (4) Any former student who is under eighteen years of age and who has been under the supervision, direction, or control of the education practitioner. Former student, for the purpose of this

section, includes but it not limited to drop outs, graduates, and students who transfer to other districts or schools.

WAC 181-87-045 COLLEAGUE-DEFINITION

As used in this chapter, the term "colleague" means any person with whom the education practitioner has established a professional relationship and includes fellow workers and employees regardless of their status as education practitioners.

ACTS OF UNPROFESSIONAL CONDUCT

WAC 181-87-050 MISREPRESENTATION OR FALSIFICATION IN THE COURSE OF PROFESSIONAL PRACTICE

Any falsification or deliberate misrepresentation, including omission, of a material fact by an education practitioner concerning any of the following is an act of unprofessional conduct:

- (1) Statement of professional qualifications.
- (2) Application or recommendation for professional employment, promotion, certification, or an endorsement.
- (3) Application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit.
- (4) Representation of completion of in-service or continuing education credit hours.
- (5) Evaluations or grading of students and/or personnel.
- (6) Financial or program compliance reports submitted to state, federal, or other governmental agencies.
- (7) Information submitted in the course of an official inquiry by the superintendent of public instruction related to the following:
 - (a) Good moral character or personal fitness.
 - (b) Acts of unprofessional conduct.
- (8) Information submitted in the course of an investigation by a law enforcement agency or by child protective services regarding school related criminal activity.
- (9) Assessments leading to certification.
- (10) An education practitioner who aids, encourages, and/or abets another educator in any falsification or deliberate misrepresentation, including omission, of a material fact in

conjunction with the acts listed above commits misrepresentation in the course of professional practice.

WAC 181-87-055 ALCOHOL OR CONTROLLED SUBSTANCE ABUSE

Unprofessional conduct includes:

- (1) Being under the influence of alcohol, marijuana or of a controlled substance, as defined in chapter 69.50 RCW, on school premises or at a school-sponsored activity involving students, following:
 - (a) Notification to the education practitioner by his or her employer of concern regarding alcohol or substance abuse affecting job performance;
 - (b) A recommendation by the employer that the education practitioner seek counseling or other appropriate and available assistance; and
 - (c) The education practitioner has had a reasonable opportunity to obtain such assistance.
- (2) The possession, use, or consumption on school premises or at a school sponsored activity of a Schedule 1 controlled substance, as defined by the state pharmacy quality assurance commission, or a Schedule 2 controlled substance, as defined by the state pharmacy quality assurance commission, without a prescription authorizing such use.
- (3) The consumption of an alcoholic beverage on school premises or at a school sponsored activity involving students if such consumption is contrary to written policy of the school district or school building.
- (4) The possession of marijuana or marijuana-infused product on school premises or at a school sponsored activity involving students if such possession violates Washington law or is contrary to written policy of the school district or school building.
- (5) The use or consumption of marijuana or marijuana-infused product on school premises or at a school sponsored activity.

WAC 181-87-060 DISREGARD OR ABANDONMENT OF GENERALLY RECOGNIZED PROFESSIONAL STANDARDS

Any performance of professional practice in flagrant disregard or clear abandonment of generally recognized professional standards in the

course of any of the following professional practices is an act of unprofessional conduct:

- (1) Assessment, treatment, instruction, or supervision of students.
- (2) Employment or evaluation of personnel.
- (3) Management of moneys or property.

WAC 181-87-065 ABANDONMENT OF CONTRACT FOR PROFESSIONAL SERVICES

Any permanent abandonment, constituting a substantial violation without good cause, of one of the following written contracts to perform professional services for a private school or a school or an educational service district is an act of unprofessional conduct:

- (1) An employment contract, excluding any extracurricular or other specific activity within such contract or any supplementary contract.
- (2) Professional service contract.

WAC 181-87-070 UNAUTHORIZED PROFESSIONAL PRACTICE

Any act performed without good cause that materially contributes to one of the following unauthorized professional practices is an act of unprofessional practice.

- (1) The intentional employment of a person to serve as an employee in a position for which certification is required by rules of the Professional Educator Standards Board when such person does not possess, at the time of commencement of such responsibility, a valid certificate to hold the position for which such person is employed.
- (2) The assignment or delegation in a school setting of any responsibility within the scope of the authorized practice of nursing, physical therapy, or occupational therapy to a person not licensed to practice such profession unless such assignment or delegation is otherwise authorized by law, including the rules of the appropriate licensing board.
- (3) The practice of education by a certificate holder during any period in which such certificate has been suspended.
- (4) The failure of a certificate holder to abide by the conditions within an agreement, executed pursuant to WAC 181-86-160, to not continue or to accept education employment.

- (5) The failure of a certificate holder to comply with any condition, limitation, or other order or decision entered pursuant to chapter 181-86 WAC.
- (6) Provided, That for the purpose of this section, good cause includes, but is not limited to, exigent circumstances where immediate action is necessary to protect the health, safety, or general welfare of a student, colleague, or other affected person.

WAC 181-87-080 SEXUAL MISCONDUCT WITH STUDENTS

Unprofessional conduct includes the commission by an education practitioner of any sexually exploitive act with or to a student including, but not limited to, the following:

- (1) Any sexual advance, verbal or physical;
- (2) Sexual intercourse as defined in RCW 9A.44.010;
- (3) Indecent exposure as defined in RCW 9A.88.010;
- (4) Sexual contact, i.e., the intentional touching of the sexual or other intimate parts of a student except to the extent necessary and appropriate to attend to the hygienic or health needs of the student;
- (5) Provided, That the provisions of this section shall not apply if at the time of the sexual conduct the participants are married to each other.

WAC 181-87-085 FURNISHING ALCOHOL OR CONTROLLED SUBSTANCE TO STUDENTS

Unprofessional conduct includes the illegal furnishing of alcohol or a controlled substance, as defined in chapter 69.50 RCW, to any student by an education practitioner.

WAC 181-87-090 IMPROPER REMUNERATIVE CONDUCT

Any deliberate act in the course of professional practice which requires or pressures students to purchase equipment, supplies, or services from the education practitioner in a private remunerative capacity is an act of unprofessional conduct.

WAC 181-87-093 FAILURE TO ASSURE THE TRANSFER OF STUDENT RECORD INFORMATION OR STUDENT RECORDS

The failure of a principal or other certificated chief administrator of a public school building to make a good faith effort to assure compliance

with RCW 28A.225.330 by establishing, distributing, and monitoring compliance with written procedures that are reasonably designed to implement the statute shall constitute an act of unprofessional conduct.

WAC 181-87-095 FAILURE TO FILE A COMPLAINT

The intentional or knowing failure of an educational service district superintendent, a district superintendent, or a chief administrator of a private school to file a complaint pursuant to WAC 181-86-110 regarding the lack of good moral character or personal fitness of an education practitioner or the commission of an act of unprofessional conduct by an education practitioner is an act of unprofessional conduct.

GOOD MORAL CHARACTER AND PERSONAL FITNESS

WAC 181-86-013 GOOD MORAL CHARACTER AND PERSONAL FITNESS-DEFINITION

As used in this chapter, the terms "good moral character and personal fitness" means character and personal fitness necessary to serve as a certificated employee in schools in the state of Washington, including character and personal fitness to have contact with, to teach, and to perform supervision of children. Good moral character and personal fitness includes, but is not limited to, the following:

- (1) No conviction of any felony crime involving:
 - (a) The physical neglect of a child under chapter 9A.42 RCW;
 - (b) The physical injury or death of a child under chapter 9A.32 or 9A.36 RCW, excepting motor vehicle violations under chapter 46.61 RCW;
 - (c) The sexual exploitation of a child under chapter 9.68A RCW;
 - (d) Sexual offenses where a child is the victim under chapter 9A.44 RCW;
 - (e) The promotion of prostitution of a child under chapter 9A.88 RCW;
 - (f) The sale or purchase of a child under RCW 9A.64.030;
 - (g) Provided, That the general classes of felony crimes referenced within this subsection shall include equivalent

- federal and crimes in other states committed against a child;
- (h) Provided further, That for the purpose of this subsection "child" means a minor as defined by the applicable state or federal law;
 - (i) Provided further, That for the purpose of this subsection "conviction" shall include a guilty plea.
- (2) No conviction of any crime within the last ten years, including motor vehicle violations, which would materially and substantially impair the individual's worthiness and ability to serve as a professional within the public and private schools of the state. In determining whether a particular conviction would materially and substantially impair the individual's worthiness and ability to practice, the following and any other relevant considerations shall be weighed:
- (a) Age and maturity at the time the criminal act was committed;
 - (b) The degree of culpability required for conviction of the crime and any mitigating factors, including motive for commission of the crime;
 - (c) The classification of the criminal act and the seriousness of the actual and potential harm to persons or property;
 - (d) Criminal history and the likelihood that criminal conduct will be repeated;
 - (e) The permissibility of service as a professional educator within the terms of any parole or probation;
 - (f) Proximity or remoteness in time of the criminal conviction;
 - (g) Any evidence offered which would support good moral character and personal fitness;
 - (h) If this subsection is applied to a person certified under the laws of the state of Washington in a suspension or revocation action, the effect on the education profession, including any chilling effect, shall be weighed; and
 - (i) In order to establish good moral character and personal fitness despite the criminal conviction, the applicant or certificate holder has the duty to provide available evidence relative to the above considerations. The superintendent of public instruction has the right to gather

- and present additional evidence which may corroborate or negate that provided by the applicant or certificate holder.
- (3) No behavioral problem which endangers the educational welfare or personal safety of students, teachers, or other colleagues within the educational setting.
 - (4) No practice within the state of Washington within the previous five school years with an expired, lapsed, suspended, surrendered, or revoked certificate in a professional position for which certification is required under the rules of the professional educator standards board.

WAC 181-86-014 GOOD MORAL CHARACTER AND PERSONAL FITNESS-CONTINUING REQUIREMENT

The good moral character and personal fitness requirement of applicants for certification under the laws of the state of Washington is a continuing requirement for holding a professional educational certificate under regulations of the professional educator standards board.

DISCIPLINARY ACTIONS - APPEAL PROCESS - PUBLIC NOTICE

WAC 181-86 ACTIONS BY THE OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION FOR ACTS OF UNPROFESSIONAL CONDUCT AND/OR LACK OF GOOD MORAL CHARACTER AND PERSONAL FITNESS

Order of Dismissal: The Office of Superintendent of Public Instruction will take no disciplinary actions; the case is dismissed without prejudice

Order of Reprimand: Orders the certificate holder not to continue or repeat the conduct or lack good moral character or personal fitness. The certificate remains valid unless expires/lapses.

Order of Suspension: Suspends the education practitioner from practicing for a stated period of time. Such order may contain a requirement that the certificate holder fulfill certain conditions precedent to resuming professional practice and certain conditions subsequent to resuming professional practice.

Order of Revocation: An order revoking the certificate(s) of the education practitioner.

Voluntary Surrender: A holder of a certificate who has not received a final order for revocation may voluntarily surrender their certificate to the Office of Superintendent of Public Instruction if the certificate holder believes they might be ineligible to hold a certificate for any reason which is or might constitute grounds for a revocation of the certificate other than a conviction of a felony crime states within WAC 181-86-013(1).

Denial Order: A conclusion of law that the applicant does not qualify for the certificate, including renewal and reinstatement, or endorsement request.

WAC 181-86-170 BURDEN AND STANDARD OF PROOF

The following burden and standard of proof shall be applicable:

- (1) If an application for certification or reinstatement has been denied for lack of good moral character or personal fitness, the evidence submitted by the applicant must prove by clear and convincing evidence that he or she is of good moral character and personal fitness or the application will be denied.
- (2) In a suspension or revocation proceeding, the superintendent of public instruction must prove by clear and convincing evidence that the certificate holder is not of good moral character or personal fitness or has committed an act of unprofessional conduct.
- (3) In all other proceedings, including reprimand, the standard of proof shall be a preponderance of evidence.

WAC 181-86-145 APPEAL PROCEDURE

Any person may appeal any of the above orders by filing written notice with the superintendent of public instruction within thirty calendar days following the date of receipt of such order.

WAC 181-86-185 PUBLIC NOTICE AND REPORT

The superintendent of public instruction shall notify all other states whenever an applicant has been denied a certificate for failure to

possess good moral character or personal fitness or whenever a certificate has been suspended, surrendered, or revoked and shall provide the full name and certificate number, if applicable, to the agency responsible for certification in each state. The superintendent of public instruction shall notify appropriate public or private school officials within the state the name and certification number of all certificate holders whose certificates have been suspended, surrendered, or revoked.

HOW TO FILE A COMPLAINT

HOW TO FILE A COMPLAINT AGAINST A SCHOOL EMPLOYEE

A written complaint must first be filed with the school district superintendent, educational service district superintendent, or the private school administrator, stating the grounds and factual basis for the complaint.

The Office of Superintendent of Public Instruction has authority to investigate certificated school district employees for acts of unprofessional conduct or lack of good moral character or personal fitness. When an educational service district superintendent, school district superintendent, or the chief administrator of an approved private school possess sufficient reliable information to believe a certificated employee within such educational service district, school district or private school is not of good moral character or personally fit or has committed an act of unprofessional conduct (WAC 181-87), such superintendent or chief administrator, within a reasonable period of time after making such determination, shall file a written complaint with the Office of Superintendent of Public Instruction.

COMPLAINTS ALLEGING PHYSICAL ABUSE OR SEXUAL MISCONDUCT RCW 28A.410.090 (2)

A parent or another person may file a written complaint with the superintendent of public instruction alleging physical abuse or sexual misconduct by a certificated school employee if:

- (1) The parent or other person has already filed a written complaint with the educational service district superintendent concerning that employee;

- (2) The educational service district superintendent has not caused an investigation of the allegations and has not forwarded the complaint to the superintendent of public instruction for investigation; and
- (3) The written complaint states the grounds and factual basis upon which the parent or other person believes an investigation should be conducted.

**WAC 181-86-110 DUTY OF ESD SUPERINTENDENT,
DISTRICT SUPERINTENDENT AND PRIVATE SCHOOL
ADMINISTRATOR TO FILE COMPLAINTS**

When an educational service district superintendent, a district superintendent, or the chief administrative officer of an approved private school possesses sufficient reliable information to believe that a certificated employee within such district or approved private school is not of good moral character or personally fit or has committed an act of unprofessional conduct, such superintendent or chief administrative officer, within a reasonable period of time of making such determination, shall file a written complaint with the superintendent of public instruction: Provided, That if an educational service district or school district is considering action to discharge an employee of such district, the educational service district or school district superintendent need not file such complaint until ten calendar days after making the final decision to serve or not serve formal notice of discharge.

MANDATORY REPORTING

MANDATORY REPORTING (RCW 26.44.030)

When any professional school personnel has reasonable cause to believe that a child has suffered abuse or neglect, he or she SHALL report such incident or cause a report to be made to the proper law enforcement agency or to the Department of Social and Health Services within 48 hours.

**DUTY TO REPORT PHYSICAL ABUSE OR SEXUAL
MISCONDUCT BY SCHOOL EMPLOYEES (RCW28A.400.317)**

A certificated or classified school employee who has knowledge or reasonable cause to believe that a student has been a victim of physical

abuse or sexual misconduct by another school employee, shall report such abuse or misconduct to the appropriate school administrator. The school administrator shall cause a report to be made to the proper law enforcement agency if he or she has reasonable cause to believe that the misconduct or abuse has occurred as required under RCW 26.44.030. During the process of making a reasonable cause determination, the school administrator shall contact all parties involved in the complaint.



**Office of Professional Practices
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
OLD CAPITOL BUILDING, PO BOX 47200
OLYMPIA WA 98504-7200**

09-0002

January 2015

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child’s birth or placement);
- To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;
- For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered servicemember’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee’s worksite.

*Special “hours of service” requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days’ advance notice of the need for FMLA leave. If it is not possible to give 30-days’ notice, an employee must notify the employer as soon as possible and, generally, follow the employer’s usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



SCHOOL DISTRICT INSURANCE PROGRAM

INSURANCE COVERAGE SYNOPSIS

LIABILITY INSURANCE:

The district's insurance program provides liability coverage for all employees while they are performing within the scope of their duties for the Aberdeen School District. The policy provides coverage up to \$20 million per occurrence.

AUTO LIABILITY INSURANCE:

An employee of the district is covered under the district policy while driving a district-owned vehicle (or a vehicle rented or leased by the district). The policy provides coverage for \$20 million per occurrence.

PERSONAL PROPERTY COVERAGE:

The district's insurance policy will provide coverage for the personal property of teachers used in the instructional program. The property is insured according to the terms and conditions of the insurance policy for a maximum of \$5,000 per each teacher. Coverage for damage to employee property is covered when the loss is in conjunction with a district loss and is based on actual cash value only.

ERRORS AND OMISSION INSURANCE:

Employees of the district are covered under this professional liability policy for up to \$20 million per occurrence. The policy has a yearly aggregate of \$20 million. This means the policy will pay a total of \$20 million per year under this coverage.

BOND AND CRIME INSURANCE:

The district has Fidelity Bond coverage for protection against the dishonest acts of its employees; and Crime insurance protects the district from the loss of money (securities, etc.) due to robbery or other crimes committed against the district.

Danielson's Framework for Teaching (2011) At a Glance

Version 1.1

Appendix 1

Criterion 1	Criterion 2	Criterion 3
Centering instruction on high expectations for student achievement.	Demonstrating effective teaching practices.	Recognizing individual student learning needs and developing strategies to address those needs.
<p><i>Domain 2: The Classroom Environment</i></p> <p>2b: Establishing a Culture for Learning</p> <p><i>Domain 3: Instruction</i></p> <p>3a: Communicating with Students</p> <p>3c: Engaging Students In Learning</p>	<p><i>Domain 3: Instruction</i></p> <p>3B: Using Questioning And Discussion Techniques</p> <p><i>Domain 4: Professional Responsibilities</i></p> <p>4a: Reflecting on Teaching</p>	<p><i>Domain 1: Planning and Preparation</i></p> <p>1b: Demonstrating Knowledge of Students</p> <p><i>Domain 3: Instruction</i></p> <p>3e: Demonstrating Flexibility And Responsiveness</p> <p><i>Student Growth</i></p> <p>SG 3.1: Establish Student Growth Goal(s)</p> <p>SG 3.2: Achievement of Student Growth Goal(s)</p>
Criterion 4	Criterion 5	Criterion 6
Providing clear and intentional focus on subject matter content and curriculum.	Fostering and managing a safe, positive learning environment.	Using multiple student data elements to modify instruction and improve student learning.
<p><i>Domain 1: Planning and Preparation</i></p> <p>1a: Demonstrating Knowledge of Content and Pedagogy</p> <p>1c: Setting Instructional Outcomes</p> <p>1d: Demonstrating Knowledge of Resources</p> <p>1e: Designing Coherent Instruction</p>	<p><i>Domain 2: The Classroom Environment</i></p> <p>2a: Creating an Environment of Respect and Rapport</p> <p>2c: Managing Classroom Procedures</p> <p>2d: Managing Student Behavior</p> <p>2e: Organizing Physical Space</p>	<p><i>Domain 1: Planning and Preparation</i></p> <p>1f: Designing Student Assessments</p> <p><i>Domain 3: Instruction</i></p> <p>3d: Using Assessment in Instruction</p> <p><i>Domain 4: Professional Responsibilities</i></p> <p>4b: Maintaining Accurate Records</p> <p><i>Student Growth</i></p> <p>SG 6.1: Establish Student Growth Goal(s)</p> <p>SG 6.2: Achievement of Student Growth Goal(s)</p>
Criterion 7	Criterion 8	
Communicating and collaborating with parents and the school community.	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	
<p><i>Domain 4: Professional Responsibilities</i></p> <p>4c: Communicating with Families</p>	<p><i>Domain 4: Professional Responsibilities</i></p> <p>4d: Participating in a Professional Community</p> <p>4e: Growing and Developing Professionally</p> <p>4f: Showing Professionalism</p>	<p><i>Student Growth</i></p> <p>SG 8.1: Establish Team Student Growth Goal(s)</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State

Version 1.1

Appendix 2

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

2b: Establishing a Culture for Learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<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 into the task at hand. Hard work is not expected or valued.</p> <p>Medium or 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 teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; 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 cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>

3a: Communicating with Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2014-15 School Year – Version 1.1

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

3c: Engaging Students in Learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses. The pace of the lesson is too slow or too rushed. Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.</p>

Danielson's Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2014-15 School Year – Version 1.1

Criterion 2: Demonstrating effective teaching practices.

3b: Using Questioning and Discussion Techniques

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>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, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>

4a: Reflecting on Teaching

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>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>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>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, teacher offers specific alternative actions, complete with the probable success of different courses of action.</p>

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

1b: Demonstrating Knowledge of Students

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	<p>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 seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.</p>	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.

3e: Demonstrating Flexibility and Responsiveness

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>

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

Student Growth 3.1: Establish Student Growth Goal(s)

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

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

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

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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1a: Demonstrating Knowledge of Content and Pedagogy			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>
1c: Setting Instructional Outcomes			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student 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.</p> <p>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 teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes 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.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes 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 opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>
1d: Demonstrating Knowledge of Resources			

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

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources— not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources— not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.

1e: Designing Coherent Instruction

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and 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.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>

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Criterion 5: Fostering and managing a safe, positive learning environment.

2a: Creating an Environment of Respect and Rapport

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the 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.</p> <p>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 of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>

2c: Managing Classroom Procedures

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the 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 through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>

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Criterion 5: Fostering and managing a safe, positive learning environment.

2d: Managing Student Behavior

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>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>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</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, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>

2e: Organizing Physical Space

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. 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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Criterion 6: : Using multiple student data elements to modify instruction and improve student learning.

1f: Designing Student Assessments

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear.</p> <p>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>

3d: Using Assessment in Instruction

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality.</p> <p>Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning.</p> <p>Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p> <p>Questions, prompts, and assessments are rarely used to diagnose evidence of learning.</p>	<p>Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning.</p> <p>Students appear to be aware of the assessment criteria; some of them engage in self-assessment.</p> <p>Questions, prompts, assessments are used to diagnose evidence of learning.</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.</p> <p>Students self-assess and monitor their progress.</p> <p>A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning.</p> <p>Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.</p>

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

4b: Maintaining Accurate Records

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for noninstructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>

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

Student Growth 6.1: Establish Student Growth Goal(s)

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

Student Growth 6.2: Achievement of Student Growth Goal(s)

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

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

4c: Communicating with Families

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>

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

4d: Participating in a Professional Community

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>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>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>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>

4e: Growing and Developing Professionally

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues — either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>

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

4f: Showing Professionalism

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>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>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.</p> <p>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>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>

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

Student Growth 8.1: Establish Team Student Growth Goal(s)

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

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Appendix 3

Criterion 1: Centering instruction on high expectations for student achievement.**2b: Establishing a Culture for Learning**

Unsatisfactory	Basic	Proficient	Distinguished
<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 into the task at hand. Hard work is not expected or valued.</p> <p>Medium or 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 teacher or students.</p> <p>The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality.</p> <p>The teacher conveys that student success is the result of natural ability rather than hard work; 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 cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students.</p> <p>The teacher conveys that with hard work students can be successful.</p> <p>Students understand their role as learners and consistently expend effort to learn.</p> <p>Classroom interactions support learning and hard work.</p>	<p>The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning.</p> <p>The teacher conveys high expectations for learning by all students and insists on hard work.</p> <p>Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
Critical Attributes			
<p>The teacher conveys that the reasons for the work are external or trivializes the learning goals and assignments.</p> <p>The teacher conveys to at least some students that the work is too challenging for them.</p> <p>Students exhibit little or no pride in their work.</p> <p>Class time is devoted more to socializing than to learning.</p>	<p>Teacher's energy for the work is neutral, indicating neither indicating a high level of commitment nor "blowing it off."</p> <p>The teacher conveys high expectations for only some students.</p> <p>Students comply with the teacher's expectations for learning, but they don't indicate commitment on their own initiative for the work.</p> <p>Many students indicate that they are looking for an "easy path."</p>	<p>The teacher communicates the importance of learning and the assurance that with hard work all students can be successful in it.</p> <p>The teacher demonstrates a high regard for student abilities.</p> <p>Teacher conveys an expectation of high levels of student effort.</p> <p>Students expend good effort to complete work of high quality.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher communicates a genuine passion for the subject.</p> <p>Students indicate that they are not satisfied unless they have complete understanding.</p> <p>Student questions and comments indicate a desire to understand the content rather than, for example, simply learn a procedure for getting the correct answer.</p> <p>Students recognize the efforts of their classmates.</p> <p>Students take initiative in improving the quality of their work.</p>



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

3a: Communicating with Students

Unsatisfactory	Basic	Proficient	Distinguished
<p>The instructional purpose of the lesson is unclear to students, and the directions and procedures are confusing.</p> <p>The teacher's explanation of the content contains major errors.</p> <p>The teacher's spoken or written language contains errors of grammar or syntax.</p> <p>The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>The teacher's attempt to explain the instructional purpose has only limited success, and/or directions and procedures must be clarified after initial student confusion.</p> <p>The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow.</p> <p>The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement.</p> <p>Teacher's spoken language is correct; however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>The teacher clearly communicates instructional purpose of the lesson, including where it is situated within broader learning, and explains procedures and directions clearly.</p> <p>Teachers explanations of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience.</p> <p>During the explanation of content, the teacher invites student intellectual engagement.</p> <p>Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>The teacher links the instructional purpose of the lesson to student interests; the directions and procedures are clear and anticipate possible student misunderstanding.</p> <p>The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests.</p> <p>Students contribute to extending the content and help explain concepts to their classmates.</p> <p>The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>
Critical Attributes			
<p>At no time during the lesson does the teacher convey to the students what they will be learning.</p> <p>Students indicate through their questions that they are confused about the learning task.</p> <p>The teacher makes a serious content error that will affect students' understanding of the lesson.</p> <p>Students indicate through body language or questions that they don't understand the content being presented.</p> <p>Teacher's communications include errors of vocabulary or usage.</p> <p>The teacher's vocabulary is inappropriate to the age or culture of the students.</p>	<p>The teacher refers in passing to what the students will be learning, or has written it on the board with no elaboration or explanation.</p> <p>The teacher must clarify the learning task so that students can complete it.</p> <p>The teacher makes no serious content errors but may make a minor error.</p> <p>The teacher's explanation of the content consists of a monologue or is purely procedural, with minimal participation by students.</p> <p>Vocabulary and usage are correct but unimaginative.</p> <p>Vocabulary is too advanced or too juvenile for the students.</p>	<p>The teacher states clearly, at some point during the lesson, what the students will be learning.</p> <p>If the tactic is appropriate, the teacher models the process to be followed in the task.</p> <p>Students engage with the learning task, indicating that they understand what they are to do.</p> <p>The teacher makes no content errors.</p> <p>The teacher's explanation of content is clear and invites student participation and thinking.</p> <p>The teacher's vocabulary and usage are correct and completely suited to the lesson.</p> <p>The teacher's vocabulary is appropriate to the students' ages and levels of development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher points out possible areas for misunderstanding.</p> <p>Teacher explains content clearly and imaginatively, using metaphors and analogies to bring content to life.</p> <p>All students seem to understand the presentation.</p> <p>The teacher invites students to explain the content to the class or to classmates.</p> <p>Teacher uses rich language, offering brief vocabulary lessons where appropriate.</p>



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

3c: Engaging Students in Learning

Unsatisfactory	Basic	Proficient	Distinguished
<p>The learning tasks and activities, materials, resources, instructional groups and technology are poorly aligned with the instructional outcomes or require only rote responses.</p> <p>The pace of the lesson is too slow or too rushed.</p> <p>Few students are intellectually engaged or interested.</p>	<p>The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant.</p> <p>The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important and challenging content and are supported in that engagement by teacher scaffolding.</p> <p>The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes.</p> <p>In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content.</p> <p>The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding.</p> <p>Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
Critical Attributes			
<p>Few students are intellectually engaged in the lesson.</p> <p>Learning tasks require only recall or have a single correct response or method.</p> <p>The materials used ask students to perform only rote tasks.</p> <p>Only one type of instructional group is used (whole group, small groups) when variety would better serve the instructional purpose.</p> <p>Instructional materials used are unsuitable to the lesson and/or the students.</p> <p>The lesson drags or is rushed.</p>	<p>Some students are intellectually engaged in the lesson.</p> <p>Learning tasks are a mix of those requiring thinking and recall.</p> <p>Students are in large part passively engaged with the content, learning primarily facts or procedures.</p> <p>Students have no choice in how they complete tasks.</p> <p>The teacher uses different instructional groupings; these are partially successful in achieving the lesson objectives.</p> <p>The materials and resources are partially aligned to the lesson objectives and only in some cases demand student thinking.</p> <p>The pacing of the lesson is uneven— suitable in parts, but rushed or dragging in others.</p>	<p>Most students are intellectually engaged in the lesson.</p> <p>Learning tasks have multiple correct responses or approaches and/or demand higher-order thinking.</p> <p>Students have some choice in how they complete learning tasks.</p> <p>There is a mix of different types of groupings, suitable to the lesson objectives.</p> <p>Materials and resources support the learning goals and require intellectual engagement, as appropriate.</p> <p>The pacing of the lesson provides students the time needed to be intellectually engaged.</p>	<p>In addition to the characteristics of “proficient”: Virtually all students are highly engaged in the lesson.</p> <p>Students take initiative to modify a learning task to make it more meaningful or relevant to their needs</p> <p>Students suggest modifications to the grouping patterns used.</p> <p>Students have extensive choice in how they complete tasks.</p> <p>Students suggest modifications or additions to the materials being used.</p> <p>Students have an opportunity for both reflection and closure after the lesson to consolidate their understanding.</p>



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Criterion 2: Demonstrating effective teaching practices.

3b: Using Questioning and Discussion Techniques

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession.</p> <p>Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers.</p> <p>A few students dominate the discussion.</p>	<p>Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance.</p> <p>Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved.</p> <p>Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding.</p> <p>Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate.</p> <p>Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>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, and make unsolicited contributions.</p> <p>Students themselves ensure that all voices are heard in the discussion.</p>
Critical Attributes			
<p>Questions are rapid-fire, and convergent, with a single correct answer.</p> <p>Questions do not invite student thinking.</p> <p>All discussion is between teacher and students; students are not invited to speak directly to one another.</p> <p>A few students dominate the discussion.</p>	<p>Teacher frames some questions designed to promote student thinking, but only a small number of students are involved.</p> <p>The teacher invites students to respond directly to one another's ideas, but few students respond.</p> <p>Teacher calls on many students, but only a few actually participate in the discussion.</p>	<p>Teacher uses open-ended questions, inviting students to think and/or offer multiple possible answers.</p> <p>The teacher makes effective use of wait time.</p> <p>The teacher effectively builds on student responses to questions.</p> <p>Discussions enable students to talk to one another without ongoing mediation by the teacher.</p> <p>The teacher calls on most students, even those who don't initially volunteer.</p> <p>Many students actively engage in the discussion.</p>	<p>In addition to the characteristics of "proficient": Students initiate higher-order questions. Students extend the discussion, enriching it.</p> <p>Students invite comments from their classmates during a discussion.</p>



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Criterion 2: Demonstrating effective teaching practices.

4a: Reflecting on Teaching

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson.</p> <p>Teacher has no suggestions for how a lesson could be improved.</p>	<p>Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional outcomes were met.</p> <p>Teacher makes general suggestions about how a lesson could be improved.</p>	<p>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>Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.</p>	<p>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, teacher offers specific alternative actions, complete with probable success of difference courses of action.</p>
Critical Attributes			
<p>The teacher considers the lesson but draws incorrect conclusions about its effectiveness.</p> <p>The teacher makes no suggestions for improvement.</p>	<p>The teacher has a general sense of whether or not instructional practices were effective.</p> <p>The teacher offers general modifications for future instruction.</p>	<p>The teacher accurately assesses the effectiveness of instructional activities used.</p> <p>The teacher identifies specific ways in which a lesson might be improved.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher's assessment of the lesson is thoughtful and includes specific indicators of effectiveness.</p> <p>Teacher's suggestions for improvement draw on an extensive repertoire.</p>



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

1b: Demonstrating Knowledge of Students

Unsatisfactory	Basic	Proficient	Distinguished
Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.	Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.	Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and attains this knowledge about groups of students.	Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.
Critical Attributes			
<p>Teacher does not understand child development characteristics and has unrealistic expectations for students.</p> <p>Teacher does not try to ascertain varied ability levels among students in the class.</p> <p>Teacher is not aware of student interests or cultural heritages.</p> <p>Teacher takes no responsibility to learn about students' medical or learning disabilities.</p>	<p>Teacher cites developmental theory but does not seek to integrate it into lesson planning.</p> <p>The teacher is aware of the different ability levels in the class but tends to teach to the "whole group."</p> <p>The teacher recognizes that children have different interests and cultural backgrounds but rarely draws on their contributions or differentiates materials to accommodate those differences.</p> <p>The teacher is aware of medical issues and learning disabilities with some students but does not seek to understand the implications of that knowledge.</p>	<p>The teacher knows, for groups of students, their levels of cognitive development.</p> <p>The teacher is aware of the different cultures groups in the class.</p> <p>The teacher has a good idea of the range of interests of students in the class.</p> <p>The teacher has identified "high," "medium," and "low" groups of students within the class.</p> <p>The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning.</p> <p>The teacher is aware of the special needs represented by students in the class.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher uses ongoing methods to assess students' skill levels and designs instruction accordingly.</p> <p>The teacher seeks out information about their cultural heritage from all students.</p> <p>The teacher maintains a system of updated student records and incorporates medical and/or learning needs into lesson plans.</p>



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

3e: Demonstrating Flexibility and Responsiveness

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher adheres to the instruction plan in spite of evidence of poor student understanding or lack of interest.</p> <p>Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.</p>	<p>Teacher attempts to modify the lesson when needed and to respond to student questions and interests, with moderate success.</p> <p>Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.</p>	<p>Teacher promotes the successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests.</p> <p>Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.</p>	<p>Teacher seizes an opportunity to enhance learning, building on a spontaneous event or student interests, or successfully adjusts and differentiates instruction to address individual student misunderstandings.</p> <p>Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.</p>
Critical Attributes			
<p>Teacher ignores indications of student boredom or lack of understanding.</p> <p>Teacher brushes aside student questions.</p> <p>Teacher makes no attempt to incorporate student interests into the lesson.</p> <p>The teacher conveys to students that when they have difficulty learning it is their fault.</p> <p>In reflecting on practice, the teacher does not indicate that it is important to reach all students.</p>	<p>Teacher's efforts to modify the lesson are only partially successful.</p> <p>Teacher makes perfunctory attempts to incorporate student questions and interests into the lesson.</p> <p>The teacher conveys a sense to students of their own responsibility for their learning but is uncertain about how to assist them.</p> <p>In reflecting on practice, the teacher indicates the desire to reach all students but does not suggest strategies to do so.</p>	<p>When necessary, the teacher makes adjustments to the lesson to enhance understanding by groups of students.</p> <p>Teacher incorporates students' interests and questions into the heart of the lesson.</p> <p>The teacher conveys to students that s/he has other approaches to try when the students experience difficulty.</p> <p>In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher's adjustments to the lesson are designed to assist individual students.</p> <p>Teacher seizes on a teachable moment to enhance a lesson.</p> <p>The teacher conveys to students that s/he won't consider a lesson "finished" until every student understands and that s/he has a broad range of approaches to use.</p> <p>In reflecting on practice, the teacher can cite others in the school and beyond whom s/he has contacted for assistance in reaching some students.</p>



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Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			
Student Growth 3.1: Establish Student Growth Goal(s)			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
Does not establish learning goals(s) Does not specify assessment(s) to monitor progress toward goal(s)	Identification of subgroups is partially aligned to data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable) Goals may be missing one or more of the following qualities: specific, measurable, and time-bound. Goals are not based on prior available student learning. Goals partially aligned to content standards. Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s) Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals.	Identification of subgroups uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable) Goals are specific, measurable, and time-bound. Based on multiple sources of available data that reveal prior student learning. Goals aligned to content standards. Grain size of goal is appropriate for the context, instructional interval and content standard(s). Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.	In addition to the characteristics of "proficient": Established multiple two-way communication paths to collaborate with families, students, and/or other staff to establish goals specific to individual learning needs. Students reflect on their own learning and articulate their understanding of their goals and progress toward goals.



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

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

Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1a: Demonstrating Knowledge of Content and Pedagogy			
Unsatisfactory	Basic	Proficient	Distinguished
<p>In planning and practice, teacher makes content errors or does not correct errors made by students.</p> <p>Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content.</p> <p>Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another.</p> <p>Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete.</p> <p>Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another.</p> <p>Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines.</p> <p>Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding.</p> <p>Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>
Critical Attributes			
<p>Teacher makes content errors.</p> <p>Teacher does not consider prerequisite relationships when planning.</p> <p>Teacher's plans use inappropriate strategies for the discipline</p>	<p>Teacher is familiar with the discipline but does not see conceptual relationships.</p> <p>Teacher's knowledge of prerequisite relationships is inaccurate or incomplete.</p> <p>Lesson and unit plans use limited instructional strategies, and some may not be suitable to the content.</p>	<p>The teacher can identify important concepts of the discipline and their relationships to one another.</p> <p>The teacher consistently provides clear explanations of the content.</p> <p>The teacher answers student questions accurately and provides feedback that furthers their learning.</p> <p>The teacher seeks out content-related professional development.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher cites intra- and interdisciplinary content relationships.</p> <p>Teacher is proactive in uncovering student misconceptions and addressing them before proceeding.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1c: Setting Instructional Outcomes			
Unsatisfactory	Basic	Proficient	Distinguished
<p>Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline.</p> <p>Outcomes are stated as activities rather than as student 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.</p> <p>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 teacher has made no attempt at coordination or integration.</p> <p>Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.</p>	<p>Most outcomes represent rigorous and important learning in the discipline.</p> <p>All the instructional outcomes 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.</p> <p>Outcomes take into account the varying needs of groups of students.</p>	<p>All outcomes represent rigorous and important learning in the discipline.</p> <p>The outcomes 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 opportunities for both coordination and integration.</p> <p>Outcomes take into account the varying needs of individual students.</p>
Critical Attributes			
<p>Outcomes lack rigor.</p> <p>Outcomes do not represent important learning in the discipline.</p> <p>Outcomes are not clear or are stated as activities.</p> <p>Outcomes are not suitable for many students in the class.</p>	<p>Outcomes represent a mixture of low expectations and rigor.</p> <p>Some outcomes reflect important learning in the discipline.</p> <p>Outcomes are suitable for most of the class.</p>	<p>Outcomes represent high expectations and rigor.</p> <p>Outcomes are related to the “big ideas” of the discipline.</p> <p>Outcomes are written in terms of what students will learn rather than do.</p> <p>Outcomes represent a range: factual, conceptual understanding, reasoning, social, management, communication.</p> <p>Outcomes are suitable to groups of students in the class and are differentiated where necessary.</p>	<p>In addition to the characteristics of “proficient”:</p> <p>Teacher plans make reference to curricular frameworks or blueprints to ensure accurate sequencing.</p> <p>Teacher connects outcomes to previous and future learning.</p> <p>Outcomes are differentiated to encourage individual students to take educational risks.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1d: Demonstrating Knowledge of Resources			
Unsatisfactory	Basic	Proficient	Distinguished
Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the Internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	Teacher displays extensive knowledge of resources—not only through the school and district but also in the community, through professional organizations and universities, and on the Internet—for classroom use, for the expansion of his or her own knowledge, and for students.
Critical Attributes			
<p>The teacher uses only district-provided materials, even when more variety would assist some students.</p> <p>The teacher does not seek out resources available to expand his or her own skill.</p> <p>Although aware of some student needs, the teacher does not inquire about possible resources.</p>	<p>The teacher uses materials in the school library but does not search beyond the school for resources.</p> <p>The teacher participates in content-area workshops offered by the school but does not pursue other professional development.</p> <p>The teacher locates materials and resources for students that are available through the school but does not pursue any other avenues.</p>	<p>Texts are at varied levels.</p> <p>Texts are supplemented by guest speakers and field experiences.</p> <p>Teacher facilitates Internet resources. Resources are multidisciplinary.</p> <p>Teacher expands knowledge with professional learning groups and organizations.</p> <p>Teacher pursues options offered by universities.</p> <p>Teacher provides lists of resources outside the class for students to draw on.</p>	<p>In addition to the characteristics of “proficient”: Texts are matched to student skill level.</p> <p>The teacher has ongoing relationship with colleges and universities that support student learning.</p> <p>The teacher maintains log of resources for student reference.</p> <p>The teacher pursues apprenticeships to increase discipline knowledge</p> <p>The teacher facilitates student contact with resources outside the classroom.</p>



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Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			
1e: Designing Coherent Instruction			
Unsatisfactory	Basic	Proficient	Distinguished
<p>The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure.</p> <p>The activities are not designed to engage students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes and offer no variety.</p>	<p>Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety.</p> <p>The lesson or unit has a recognizable structure; the progression of activities is uneven, with most time allocations reasonable.</p>	<p>Teacher coordinates knowledge of content, of students, and of resources, to design a series of learning experiences aligned to instructional outcomes and 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.</p> <p>The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.</p>	<p>Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of learning activities designed to engage students in high-level cognitive activity.</p> <p>Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice.</p> <p>The lesson's or unit's structure is clear and allows for different pathways according to diverse student needs.</p>
Critical Attributes			
<p>Learning activities are boring and/or not well aligned to the instructional goals.</p> <p>Materials are not engaging or do not meet instructional outcomes.</p> <p>Instructional groups do not support learning.</p> <p>Lesson plans are not structured or sequenced and are unrealistic in their expectations.</p>	<p>Learning activities are moderately challenging.</p> <p>Learning resources are suitable, but there is limited variety.</p> <p>Instructional groups are random or only partially support objectives.</p> <p>Lesson structure is uneven or may be unrealistic in terms of time expectations.</p>	<p>Learning activities are matched to instructional outcomes.</p> <p>Activities provide opportunity for higher-level thinking.</p> <p>Teacher provides a variety of appropriately challenging materials and resources.</p> <p>Instructional student groups are organized thoughtfully to maximize learning and build on student strengths.</p> <p>The plan for the lesson or unit is well structured, with reasonable time allocations.</p>	<p>In addition to the characteristics of "proficient": Activities permit student choice.</p> <p>Learning experiences connect to other disciplines.</p> <p>Teacher provides a variety of appropriately challenging resources that are differentiated for students in the class.</p> <p>Lesson plans differentiate for individual student needs.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
2a: Creating an Environment of Respect and Rapport			
Unsatisfactory	Basic	Proficient	Distinguished
<p>Patterns of classroom interactions, both between the teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict.</p> <p>Teacher does not deal with disrespectful behavior.</p>	<p>Patterns of classroom interactions, both between the 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.</p> <p>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 of the students.</p> <p>Students exhibit respect for the teacher. Interactions among students are generally polite and respectful.</p> <p>Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>Classroom interactions among the teacher and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students as individuals.</p> <p>Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>
Critical Attributes			
<p>Teacher uses disrespectful talk towards students; student's body language indicates feelings of hurt or insecurity.</p> <p>Students use disrespectful talk towards one another with no response from the teacher.</p> <p>Teacher displays no familiarity with or caring about individual students' interests or personalities.</p>	<p>The quality of interactions between teacher and students, or among students, is uneven, with occasional disrespect.</p> <p>Teacher attempts to respond to disrespectful behavior among students, with uneven results.</p> <p>Teacher attempts to make connections with individual students, but student reactions indicate that the efforts are not completely successful or are unusual.</p>	<p>Talk between teacher and students and among students is uniformly respectful.</p> <p>Teacher responds to disrespectful behavior among students.</p> <p>Teacher makes superficial connections with individual students.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher demonstrates knowledge and caring about individual students' lives beyond school.</p> <p>When necessary, students correct one another in their conduct toward classmates.</p> <p>There is no disrespectful behavior among students.</p> <p>The teacher's response to a student's incorrect response respects the student's dignity.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
2c: Managing Classroom Procedures			
Unsatisfactory	Basic	Proficient	Distinguished
<p>Much instructional time is lost through inefficient classroom routines and procedures.</p> <p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the 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 through only partially effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>There is little loss of instructional time because of effective classroom routines and procedures.</p> <p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>Instructional time is maximized because of efficient classroom routines and procedures.</p> <p>Students contribute to the management of instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
Critical Attributes			
<p>Students not working with the teacher are not productively engaged or are disruptive to the class.</p> <p>There are no established procedures for distributing and collecting materials.</p> <p>Procedures for other activities are confused or chaotic.</p>	<p>Small groups are only partially engaged while not working directly with the teacher.</p> <p>Procedures for transitions and for distribution/ collection of materials seem to have been established, but their operation is rough.</p> <p>Classroom routines function unevenly.</p>	<p>The students are productively engaged during small-group work.</p> <p>Transitions between large- and small-group activities are smooth.</p> <p>Routines for distribution and collection of materials and supplies work efficiently.</p> <p>Classroom routines function smoothly.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Students take the initiative with their classmates to ensure that their time is used productively.</p> <p>Students themselves ensure that transitions and other routines are accomplished smoothly.</p> <p>Students take initiative in distributing and collecting materials efficiently.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.			
2d: Managing Student Behavior			
Unsatisfactory	Basic	Proficient	Distinguished
<p>There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>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>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</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, respectful to students, and effective.</p>	<p>Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teachers' monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects students' dignity.</p>
Critical Attributes			
<p>The classroom environment is chaotic, with no apparent standards of conduct.</p> <p>The teacher does not monitor student behavior.</p> <p>Some students violate classroom rules, without apparent teacher awareness.</p> <p>When the teacher notices student misbehavior, s/he appears helpless to do anything about it.</p>	<p>Teacher attempts to maintain order in the classroom but with uneven success; standards of conduct, if they exist, are not evident.</p> <p>Teacher attempts to keep track of student behavior, but with no apparent system.</p> <p>The teacher's response to student misbehavior is inconsistent, at times very harsh, other times lenient.</p>	<p>Standards of conduct appear to have been established.</p> <p>Student behavior is generally appropriate.</p> <p>The teacher frequently monitors student behavior.</p> <p>Teacher's response to student misbehavior is effective.</p> <p>Teacher acknowledges good behavior.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Student behavior is entirely appropriate; there no evidence of student misbehavior.</p> <p>The teacher monitors student behavior without speaking – just moving about.</p> <p>Students respectfully intervene as appropriate with classmates to ensure compliance with standards of conduct.</p>



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Criterion 5: Fostering and managing a safe, positive learning environment.

2e: Organizing Physical Space

Unsatisfactory	Basic	Proficient	Distinguished
<p>The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>The classroom is safe, and learning is accessible to all students; teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. 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>
Critical Attributes			
<p>There are physical hazards in the classroom, endangering student safety.</p> <p>Many students can't see or hear the teacher or the board.</p> <p>Available technology is not being used, even if its use would enhance the lesson.</p>	<p>The physical environment is safe, and most students can see and hear.</p> <p>The physical environment is not an impediment to learning but does not enhance it.</p> <p>The teacher makes limited use of available technology and other resources.</p>	<p>The classroom is safe, and all students are able to see and hear.</p> <p>The classroom is arranged to support the instructional goals and learning activities.</p> <p>The teacher makes appropriate use of available technology.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Modifications are made to the physical environment to accommodate students with special needs.</p> <p>There is total alignment between the goals of the lesson and the physical environment.</p> <p>Students take the initiative to adjust the physical environment.</p> <p>Teachers and students make extensive and imaginative use of available technology.</p>



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

1f: Designing Student Assessments

Unsatisfactory	Basic	Proficient	Distinguished
<p>Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards.</p> <p>Teacher has no plan to incorporate formative assessment in the lesson or unit nor any plan to use assessment results in designing future instruction.</p>	<p>Some of the instructional outcomes are assessed through the proposed approach, but others are not.</p> <p>Assessment criteria and standards have been developed, but they are not clear.</p> <p>Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes.</p> <p>Teacher intends to use assessment results to plan for future instruction for the class as a whole.</p>	<p>Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students.</p> <p>Assessment criteria and standards are clear.</p> <p>Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used.</p> <p>Teacher intends to use assessment results to plan for future instruction for groups of students.</p>	<p>Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development.</p> <p>Assessment methodologies have been adapted for individual students, as needed.</p> <p>The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.</p>
Critical Attributes			
<p>Assessments do not match instructional outcomes.</p> <p>Assessments have no criteria.</p> <p>No formative assessments have been designed.</p> <p>Assessment results do not affect future plans.</p>	<p>Only some of the instructional outcomes are addressed in the planned assessments.</p> <p>Assessment criteria are vague.</p> <p>Plans refer to the use of formative assessments, but they are not fully developed.</p> <p>Assessment results are used to design lesson plans for the whole class, not individual students.</p>	<p>All the learning outcomes have a method for assessment.</p> <p>Assessment types match learning expectations.</p> <p>Plans indicate modified assessments for some students as needed.</p> <p>Assessment criteria are clearly written.</p> <p>Plans include formative assessments to use during instruction.</p> <p>Lesson plans indicate possible adjustments based on formative assessment data.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Assessments provide opportunities for student choice.</p> <p>Students participate in designing assessments for their own work.</p> <p>Teacher-designed assessments are authentic with real-world application, as appropriate.</p> <p>Students develop rubrics according to teacher-specified learning objectives.</p> <p>Students are actively involved in collecting information from formative assessments and provide input.</p>



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

3d: Using Assessment in Instruction

Unsatisfactory	Basic	Proficient	Distinguished
There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.	Assessment is used sporadically by teacher and/or students to support instruction through some monitoring of progress in learning. Feedback to students is general, students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate, specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, assessments are used to diagnose evidence of learning.	Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning. Questions, prompts, assessments are used regularly to diagnose evidence of learning by individual students.
Critical Attributes			
The teacher gives no indication of what high-quality work looks like. The teacher makes no effort to determine whether students understand the lesson. Feedback is only global. The teacher does not ask students to evaluate their own or classmates' work.	There is little evidence that the students understand how their work will be evaluated. Teacher monitors understanding through a single method, or without eliciting evidence of understanding from all students. Teacher requests global indications of student understanding. Feedback to students is not uniformly specific and not oriented towards future improvement of work. The teacher makes only minor attempts to engage students in self-assessment or peer assessment.	Students indicate that they clearly understand the characteristics of high-quality work. The teacher elicits evidence of student understanding during the lesson. Students are invited to assess their own work and make improvements. Feedback includes specific and timely guidance, at least for groups of students. The teacher attempts to engage students in self-assessment or peer assessment.	In addition to the characteristics of "proficient": There is evidence that students have helped establish the evaluation criteria. Teacher monitoring of student understanding is sophisticated and continuous: the teacher is constantly "taking the pulse" of the class. Teacher makes frequent use of strategies to elicit information about individual student understanding. Feedback to students is specific and timely, and is provided from many sources including other students. Students monitor their own understanding, either on their own initiative or as a result of tasks set by the teacher.



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

4b: Maintaining Accurate Records

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray.</p> <p>Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.</p>	<p>Teacher's system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective.</p> <p>Teacher's records for noninstructional activities are adequate but require frequent monitoring to avoid errors.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p>	<p>Teacher's system for maintaining information on student completion of assignments, student progress in learning, and noninstructional records is fully effective.</p> <p>Students contribute information and participate in maintaining the records.</p>
Critical Attributes			
<p>There is no system for either instructional or noninstructional records.</p> <p>The record-keeping systems are in disarray so as to provide incorrect or confusing information.</p>	<p>The teacher has a process for recording completion of student work. However, it is out of date or does not permit students to gain access to the information.</p> <p>The teacher's process for tracking student progress is cumbersome to use.</p> <p>The teacher has a process for tracking some, but not all, noninstructional information, and it may contain some errors.</p>	<p>The teacher's process for recording student work completion is efficient and effective; students have access to information about completed and/or missing assignments.</p> <p>The teacher has an efficient and effective process for recording student attainment of learning goals; students are able to see how they're progressing.</p> <p>The teacher's process for recording non- instructional information is both efficient and effective.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Students contribute to and maintain records indicating completed and overdue work assignments.</p> <p>Students both contribute to and maintain data files indicating their own progress in learning.</p> <p>Students contribute to maintaining noninstructional records for the class.</p>



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Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			
Student Growth 6.1: Establish Student Growth Goal(s)			
Unsatisfactory	Basic	Proficient	Distinguished
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
Critical Attributes			
Does not establish student learning goals Does not specify assessment(s) to monitor progress toward goal(s)	Goals may be missing one or more of the following qualities: specific, measurable, and time-bound Goals are not based on prior available student learning Goals are partially aligned to content standards Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval, and content standard(s) Goal is not connected to a significant impact on student learning of content. Identified formative and summative assessments unable to monitor progress toward specified goals.	Goals are specific, measurable, and time-bound Based on multiples sources of available data that reveal prior student learning Goals are aligned to content standards Grain size of goal is appropriate for the context, instructional interval, and content standard(s) Goal demonstrates a significant impact on student learning (transferable skills) within the content area Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.	In addition to the characteristics of “proficient”: Effort to communicate (two-way)/collaborates with other staff, families, and/or students to establish goals specific to whole class learning needs. Students articulate their understanding of their goals and progress toward goals.



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

Student Growth 6.2: Achievement of Student Growth Goal(s)

Unsatisfactory	Basic	Proficient	Distinguished
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.



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Criterion 7: Communicating and collaborating with parents and the school community.			
4c: Communicating with Families			
Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher communication with families— about the instructional program, about individual students— is sporadic or culturally inappropriate.</p> <p>Teacher makes no attempt to engage families in the instructional program.</p>	<p>Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>Teacher communicates frequently with families about the instructional program and conveys information about individual student progress.</p> <p>Teacher makes some attempts to engage families in the instructional program.</p> <p>Information to families is conveyed in a culturally appropriate manner.</p>	<p>Teacher's communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication.</p> <p>Response to family concerns is handled with professional and cultural sensitivity.</p> <p>Teacher's efforts to engage families in the instructional program are frequent and successful.</p>
Critical Attributes			
<p>Little or no information regarding the instructional program is available to parents.</p> <p>Families are unaware of their children's progress.</p> <p>Family engagement activities are lacking.</p> <p>Communication is culturally inappropriate.</p>	<p>School or district-created materials about the instructional program are sent home.</p> <p>Infrequent or incomplete information is sent home by teachers about the instructional program.</p> <p>Teacher maintains school-required grade book but does little else to inform families about student progress.</p> <p>Teacher communications are sometimes inappropriate to families' cultural norms.</p>	<p>Information about the instructional program is available on a regular basis.</p> <p>The teacher sends information about student progress home on a regular basis.</p> <p>Teacher develops activities designed to successfully engage families in their children's learning, as appropriate.</p>	<p>In addition to the characteristics of "proficient":</p> <p>On a regular basis, students develop materials to inform their families about the instructional program.</p> <p>Students maintain accurate records about their individual learning progress and frequently share this information with families.</p> <p>Students contribute to regular and ongoing projects designed to engage families in the learning process.</p>



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

4d: Participating in a Professional Community

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher's relationships with colleagues are negative or self-serving.</p> <p>Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved.</p> <p>Teacher avoids becoming involved in school events or school and district projects.</p>	<p>Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires.</p> <p>Teacher becomes involved in the school's culture of professional inquiry when invited to do so.</p> <p>Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>Teacher's relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry.</p> <p>Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>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>Teacher takes a leadership role in promoting a culture of professional inquiry.</p> <p>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>
Critical Attributes			
<p>The teacher's relationship with colleagues is characterized by negativity or combative- ness.</p> <p>The teacher purposefully avoids contributing to activities promoting professional inquiry.</p> <p>The teacher avoids involvement in school activities and school district and community projects.</p>	<p>The teacher has pleasant relationship with colleagues.</p> <p>When invited, the teacher participates in activities related to professional inquiry.</p> <p>When asked, the teacher participates in school activities, as well as school district and community projects.</p>	<p>The teacher has supportive and collaborative relationships with colleagues.</p> <p>The teacher regularly participates in activities related to professional inquiry.</p> <p>The teacher frequently volunteers to participate in school activities, as well as school district and community projects.</p>	<p>In addition to the characteristics of "proficient":</p> <p>The teacher takes a leadership role in promoting activities related to professional inquiry.</p> <p>The teacher regularly contributes to and over- sees events that positively impact school life.</p> <p>The teacher regularly contributes to and serves as head of significant school district and community projects.</p>



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

4e: Growing and Developing Professionally

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher engages in no professional development activities to enhance knowledge or skill.</p> <p>Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p> <p>Teacher makes no effort to share knowledge with others or to assume professional responsibilities.</p>	<p>Teacher participates in professional activities to a limited extent when they are convenient.</p> <p>Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p> <p>Teacher finds limited ways to contribute to the profession.</p>	<p>Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.</p> <p>Teacher welcomes feedback from colleagues—either when made by supervisors or when opportunities arise through professional collaboration.</p> <p>Teacher participates actively in assisting other educators.</p>	<p>Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research.</p> <p>Teacher seeks out feedback on teaching from both supervisors and colleagues.</p> <p>Teacher initiates important activities to contribute to the profession.</p>
Critical Attributes			
<p>The teacher is not involved in any activity that might enhance knowledge or skill.</p> <p>The teacher purposefully resists discussing performance with supervisors or colleagues.</p> <p>The teacher ignores invitations to join professional organizations or attend conferences.</p>	<p>The teacher participates in professional activities when they are required or when provided by the school district.</p> <p>The teacher reluctantly accepts feedback from supervisors and colleagues.</p> <p>The teacher contributes in a limited fashion to educational professional organizations.</p>	<p>The teacher seeks regular opportunities for continued professional development.</p> <p>The teacher welcomes colleagues and supervisors into the classroom for the purpose of gaining insight from their feedback.</p> <p>The teacher actively participates in professional organizations designed to contribute to the profession.</p>	<p>In addition to the characteristics of “proficient”:</p> <p>The teacher seeks regular opportunities for continued professional development, including initiating action research.</p> <p>The teacher actively seeks feedback from supervisors and colleagues.</p> <p>The teacher takes an active leadership role in professional organizations in order to contribute to the teaching profession.</p>



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

4f: Showing Professionalism

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher displays dishonesty in interactions with colleagues, students, and the public.</p> <p>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>Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.</p>	<p>Teacher is honest in interactions with colleagues, students, and the public.</p> <p>Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students' being ill served by the school.</p> <p>Teacher's decisions and recommendations are based on limited but genuinely professional considerations.</p> <p>Teacher complies minimally with school and district regulations, doing just enough to get by.</p>	<p>Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public.</p> <p>Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed.</p> <p>Teacher maintains an open mind in team or departmental decision making.</p> <p>Teacher complies fully with school and district regulations.</p>	<p>Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally under-served, are honored in the school.</p> <p>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>Teacher complies fully with school and district regulations, taking a leadership role with colleagues.</p>
Critical Attributes			
<p>Teacher is dishonest.</p> <p>Teacher does not notice the needs of students.</p> <p>The teacher engages in practices that are self-serving.</p> <p>The teacher willfully rejects school district regulations.</p>	<p>Teacher is honest.</p> <p>Teacher notices the needs of students but is inconsistent in addressing them.</p> <p>Teacher does not notice that some school practices result in poor conditions for students.</p> <p>Teacher makes decisions professionally but on a limited basis.</p> <p>Teacher complies with school district regulations.</p>	<p>Teacher is honest and known for having high standards of integrity.</p> <p>Teacher actively addresses student needs.</p> <p>Teacher actively works to provide opportunities for student success.</p> <p>Teacher willingly participates in team and departmental decision making.</p> <p>Teacher complies completely with school district regulations.</p>	<p>In addition to the characteristics of "proficient":</p> <p>Teacher is considered a leader in terms of honesty, integrity, and confidentiality.</p> <p>Teacher is highly proactive in serving students</p> <p>Teacher makes a concerted effort to ensure that opportunities are available for all students to be successful.</p> <p>Teacher takes a leadership role in team and departmental decision making.</p> <p>Teacher takes a leadership role regarding school district regulations.</p>



Danielson Framework for Teaching (2011) Rubrics by Washington State Criteria

For Use in the 2014-15 School Year – Version 1.1

Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			
Student Growth 8.1: Establish Team Student Growth Goal(s)			
Unsatisfactory	Basic	Proficient	Distinguished
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.
Critical Attributes			
<p>Team does not establish goal(s) for student learning</p> <p>Team does not specify assessments to monitor progress toward goal(s) and/or goal is neither specific or time-bound</p> <p>Teacher does not communicate with team regarding team goals or plans</p> <p>Teacher rarely shares student data, student work, or suggestions for strategies to achieve team goal(s)</p> <p>Teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) or measures are established without consensus</p> <p>Team goal is missing on one or more of the following qualities: specific, measurable, time-bound</p> <p>Team goal is missing one or more of the following qualities: appropriate for the context, instructional interval, or content standard(s)</p> <p>Team goal is not connected to a significant impact on student learning of content</p> <p>Teacher's communication with team is inconsistent regarding team goals and plans</p> <p>Teacher occasionally shares student work or suggestions for strategies to achieve team goal(s)</p> <p>Teacher rarely shares reflection on instruction to achieve team goal(s)</p> <p>Teacher demonstrates inconsistent follow-through with team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively</p> <p>Team goal(s) are specific, measurable, and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval, and content standard(s)</p> <p>Team goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher communicates responsibly with team regarding team goals and plans for measuring and monitoring</p> <p>Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning</p> <p>Teacher engages in data-based reflection with team and adjusts practice accordingly</p> <p>Teacher implements team decisions regarding instruction and assessment</p>	<p>Team goal(s) and measures are decided collaboratively.</p> <p>Team goal(s) are specific, measurable, and time-bound</p> <p>Team goal(s) are appropriate for context, instructional interval, and content standard(s)</p> <p>Goal(s) demonstrate significant impact on student learning of content (transferable skills)</p> <p>Teacher helps develop other team members' capacity to be effective</p> <p>Teacher regularly makes his/her practice public by sharing models and facilitating data processes</p> <p>Teacher promotes reflective analysis among team</p> <p>Teacher shares a wide range of resources to build and sustain support for team goals.</p>

