

**Collective Bargained Agreement**

between

**Kittitas Education Association**

and

**The Kittitas School District #403**

**September 1, 2016 – August 31, 2019**

## Table of Contents

<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE I - ADMINISTRATION</b>	<b>4</b>
SECTION 1. DEFINITIONS	4
SECTION 2. RECOGNITION	4
SECTION 3. STATUS OF AGREEMENT	5
SECTION 4. CONFORMITY TO LAW	5
SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT	5
SECTION 6. ADMINISTRATOR AVAILABILITY	5
<b>ARTICLE II – BUSINESS</b>	<b>5</b>
SECTION 1. MANAGEMENT RIGHTS	5
SECTION 2. ASSOCIATION RIGHTS	5
SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES	6
SECTION 4. NO STRIKE - NO LOCKOUT	6
SECTION 5. AGREEMENT ADMINISTRATION - INTERPRETATION	6
<b>ARTICLE III - EMPLOYEE RIGHTS</b>	<b>7</b>
SECTION 1. HIRING PRACTICES	7
SECTION 2. NON-DISCRIMINATION	7
SECTION 3. EMPLOYEE RESPONSIBILITIES	7
SECTION 4. INDIVIDUAL CONTRACTS	7
SECTION 5. DUE PROCESS	8
SECTION 6. PERSONNEL FILES	8
SECTION 7. EMPLOYEE PROTECTION	9
SECTION 8. ASSIGNMENT AND TRANSFER	9
SECTION 9. JOB SHARING	10
<b>ARTICLE IV - EVALUATION/PROBATION</b>	<b>10</b>
SECTION 1. PURPOSE	10
SECTION 2. EVALUATOR QUALIFICATIONS	11
SECTION 3. APPLICABILITY FOR EVAL. PROCESS	12
SECTION 4. CLASSROOM TEACHER EVAL. PROCESS	12
SECTION 5. NON CLASSROOM TEACHER EVAL. PROCESS	20
<b>ARTICLE V - LAYOFF AND RECALL</b>	<b>23</b>
SECTION 1. DEFINITION OF LAYOFF	23
SECTION 2. PROGRAMS AND SERVICES	23
SECTION 3. EMPLOYEE RETENTION	23
SECTION 4. LAYOFF PROCEDURE	23
SECTION 5. SENIORITY	24
SECTION 6. EMPLOYMENT POOL	24
SECTION 7. RECALL BENEFITS	25
<b>ARTICLE VI - INSTRUCTION</b>	<b>25</b>
SECTION 1. PREPARATION TIME	25
SECTION 2. WORK LOAD (CLASS SIZE)	25
SECTION 3. STUDENT DISCIPLINE	26
SECTION 4. ACADEMIC FREEDOM	26
SECTION 5. EMPLOYEE FACILITIES	27
<b>ARTICLE VII - LEAVES</b>	<b>27</b>
SECTION 1. GENERAL LEAVE	27
SECTION 2. SICK LEAVE	27
SECTION 3. SICK LEAVE CASHOUT	28
SECTION 4. MATERNITY/PATERNITY/ADOPTION LEAVE	28
SECTION 5. BEREAVEMENT LEAVE	28
SECTION 6. JURY DUTY/SUBPOENA LEAVE	28
SECTION 7. MILITARY LEAVE	29
SECTION 8. PROFESSIONAL IMPROVEMENT LEAVE	29
SECTION 9. PERSONAL LEAVE	29
SECTION 10. OTHER LEAVE	29

<b>ARTICLE VIII - FISCAL</b>	<b>30</b>
SECTION 1. WORK DAY	30
SECTION 2. NON-PROFESSIONAL DUTIES	30
SECTION 3. EMPLOYEE WORK YEAR	30
SECTION 4. PER DIEM DAYS	30
SECTION 5. PAYMENT PROVISIONS	31
SECTION 6. CREDITS TOWARD PLACEMENT ON SALARY SCHEDULE	31
SECTION 7. COMPLIANCE AND SALARY SCHEDULE INCREASE	31
SECTION 8. MEDICAL, DENTAL AND VISION INSURANCE	31
SECTION 9. TRAVEL	31
SECTION 10. SPECIAL EDUCATION TEACHERS	31
<b>ARTICLE IX - GRIEVANCE PROCEDURE</b>	<b>31</b>
SECTION 1. DEFINITIONS	31
SECTION 2. PURPOSE	31
SECTION 3. PROCEDURES	32
SECTION 4. ARBITRATION	32
SECTION 5. ELECTION OF REMEDIES	33
SECTION 6. TIME LIMITS	33
SECTION 7. REPRISALS	33
SECTION 8. CONTINUITY OF GRIEVANCE	33
<b>ARTICLE X - DURATION</b>	<b>33</b>
SECTION 1. RATIFICATION/TERM OF AGREEMENT	33
SECTION 2. SPECIAL CONSIDERATIONS	33
SECTION 3. RE-OPENERS	33
<b>APPENDIX A-1 - SALARY SCHEDULE 2016 - 17</b>	<b>34</b>
<b>APPENDIX B – CO-CURRICULAR SALARY SCHEDULE</b>	<b>35</b>
<b>APPENDIX C-1 - DANIELSON’S FRAMEWORKS FOR TEACHER EVALUATION</b>	<b>36</b>
<b>APPENDIX C-2 –TEACHER EVAL. – STUDENT GROWTH GOAL SETTING</b>	<b>63</b>
<b>APPENDIX C-3 – OBS. WORKSHEET AND REPORT - CLASSROOM TEACHER</b>	<b>64</b>
<b>APPENDIX C-6 - OBS. WORKSHEET AND REPORT – NON-CLASSROOM TEACHER</b>	<b>75</b>
<b>APPENDIX C-7 - EVALUATION REPORT – CLASSROOM TEACHER</b>	<b>78</b>
<b>APPENDIX C-8 - EVALUATION REPORT – NON-CLASSROOM TEACHER</b>	<b>90</b>
<b>APPENDIX D - GRIEVANCE REVIEW REQUEST FORM</b>	<b>93</b>
<b>APPENDIX F - JUST CAUS/SEVEN KEY TESTS</b>	<b>94</b>
<b>APPENDIX G – TRANSFER REQUEST FORM</b>	<b>95</b>
<b>SIGNATORIES</b>	<b>96</b>

## PREAMBLE

This document is an Agreement between Parties. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Education Employment Relations Act.

## ARTICLE I - ADMINISTRATION

### SECTION 1. DEFINITIONS

- A. The ***District/Board*** shall mean the Kittitas School District No. 403, county of Kittitas, state of Washington.
- B. The ***Association*** shall mean the Kittitas Education Association, which is affiliated with the Washington Education Association and with the National Education Association.
- C. The ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- D. The ***Agreement*** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- E. The term ***Employee*** when used hereinafter shall mean a member of the bargaining unit.
- F. ***Day*** shall mean school day, except during summer when it shall mean calendar day.
- G. ***Superintendent*** shall mean the chief administrator of the District.
- H. ***President(s)*** shall mean the presiding officer(s) of the Association.
- I. ***Contract*** shall mean the individual contract issued to each employee.

### SECTION 2. RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time certificated personnel whether under contract or on leave and employed by the Board. Such representation shall exclude Superintendent, administrative assistant to the superintendent, and principals and vice-principals.

1. Substitute certificated employees employed by the District for more than thirty (30) days of work during any twelve (12) calendar month period ending in the current or immediately preceding school year and who continue to be available for employment as substitute teachers are included in the bargaining unit. They shall be compensated at the board-approved substitute daily rate.
2. Substitute certificated employees employed by the District for more than twenty (20) days in the same assignment or on a continuous uninterrupted assignment are also members of the bargaining unit and shall be compensated at their daily rate of pay at the appropriate step and column on the KEA salary schedule on their twenty-first (21st) consecutive day of continuous service.
3. Bargaining unit substitute employees shall not be afforded any other contractual rights under this Agreement.

### SECTION 3. STATUS OF AGREEMENT

All employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

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

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and economic benefits nor professional advantages.

### SECTION 4. CONFORMITY TO LAW

If any provision of this Agreement is held to be invalid by operation of law, or a court of competent jurisdiction, such provision shall become inoperative, but the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event a provision(s) is determined to be contrary to law as stated above, such provision(s) shall be re- bargained.

### SECTION 5. PRINTING/DISTRIBUTION OF AGREEMENT

As soon as possible, following the ratification and signing of this Agreement by the parties, both chief negotiators will proofread and prepare a final draft copy for printing. Quality and quantity will be mutually agreed to by the chief negotiators. Copies shall be provided to the District and the Association. Upon request the District shall provide an examination copy of the Agreement to any applicant for employment. The cost of printing shall be shared equally between the parties. The Association shall distribute copies to all employees and shall assume the responsibility of notifying the employees of the various provisions of the Agreement.

In the case of any disagreement on the actual language bargained, the signed tentative agreement shall prevail.

### SECTION 6. ADMINISTRATOR AVAILABILITY

An administrator will be available for each building during the student day to handle discipline problems that progress beyond the teacher stage. When an administrator has to be away from the District, he/she will inform the respective business office as to which administrator will be responsible for that building.

Each building will have a written student discipline procedure available to employees.

## **ARTICLE II – BUSINESS**

### SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the provisions of this Agreement, the Board and the District retain all of the rights, powers, and authority established by law.

### SECTION 2. ASSOCIATION RIGHTS

The Association and its representatives will be allowed to use District buildings for meetings when rooms are available and scheduled with the building principal for the purpose of transacting Association business.

The Association will be allowed to use District facilities and equipment including duplicating equipment, calculating machines, etc., and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use for Association business. All consumable items used will be paid for by the Association. The Association agrees to repair any equipment damaged as a result of its use. The Association will schedule the use of equipment with the building principal.

The Association will be allowed to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District upon notification to the principal.

The Association will be allowed to use the District email, mail service and employee mailboxes for communication purposes so long as such communications are labeled as Association materials and shall not constitute an unfair labor practice.

Upon request the District shall provide to the Association information as required under statute which will assist the Association in carrying out its responsibility as the bargaining representative.

The Association and its representatives will have access to all employees during times which will not interrupt instruction. Representatives shall check in at the building office prior to contacting employees.

Prior to meetings being scheduled during working hours, the Association shall declare the number of representatives that need to be released. Representatives duly authorized by the Association who participate during working hours in bargaining, grievance proceedings, or meetings with representatives of the District, shall suffer no loss of pay.

General membership association meetings will not be held during the work day without prior agreement from the District.

During a work stoppage, the provisions of this Section may be withheld.

### SECTION 3. DUES DEDUCTIONS AND REPRESENTATION FEES

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

Association Dues - Reference RCW 41.59.060. The Association shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.

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

Representation Fees - Reference RCW 41.59.100. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are employees will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political (WEAPAC or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all employees (Reference RCW 41.59.090).

In the event that the representation fee is regarded by an employee as a violation of the right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

The Association agrees to defend and hold the District harmless against any legal action brought against the District in reference to the Representation Fee deduction.

### SECTION 4. NO STRIKE - NO LOCKOUT

During the duration of this agreement, the Association and its members shall not take part in a strike, work stoppage, or work slowdown, and the district shall not initiate a lock-out of its employees.

### SECTION 5. AGREEMENT ADMINISTRATION - INTERPRETATION

Both parties agree to use their best efforts to comply with the terms and conditions of the Agreement. Upon request by either party, the Association officials and District administrators shall meet either before or after

classes to discuss school problems relating to administration interpretation or compliance with this Agreement.

### **ARTICLE III - EMPLOYEE RIGHTS**

#### **SECTION 1. HIRING PRACTICES**

The Board shall in all instances hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the Superintendent of Public Instruction.

Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace an employee in his/her assignment or employment. All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement. Substitutes who work twenty (20) consecutive days in the same position shall be placed on the annual salary schedule beginning the twenty-first (21) day.

#### **SECTION 2. NON-DISCRIMINATION**

There shall be no discrimination against any employee or applicant for employment by reason of race, color, creed, marital status, sex, age, national origin, veteran or military status, sexual orientation, gender expression or identity, disability, or because of their membership in employee organizations; and the Board will not discriminate against any employee with respect to hours, wages, or terms of conditions of employment by reason of his/her membership in the Association, his/her participation in collective bargaining with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The parties will cooperate to assure compliance with District policies and non-discriminatory laws.

Employees shall be entitled to full rights of citizenship and no religious or political activities outside of school time or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the District, unless it adversely affects an employee's ability to perform his/her job.

#### **SECTION 3. EMPLOYEE RESPONSIBILITIES**

Employees shall comply with all District policies, rules, and regulations, which are not contrary to this Agreement and the requirements of all statutory laws and administrative codes.

Employees shall be responsible for the supervision of school property and for the supervision of students under school-related circumstances.

The employee shall care for and be responsible for instructional materials and equipment which have been checked out to him/her and shall promptly report damage, loss, theft of equipment, furniture or fixtures to his/her supervisor.

#### **SECTION 4. INDIVIDUAL CONTRACTS**

Contracts for employees of the District shall be issued by June 1 and shall be signed by the employee and returned within ten (10) business days. A copy signed by the Superintendent will be returned to the employee in a timely manner. Any extension of contract days shall be computed in full per diem of that individual's contracted rate of pay. An extension of a contract for a part-time employee shall be computed on a per diem basis or the in-service rate, whichever is greater.

The District shall advise employees in writing not later than May 15—or if the omnibus appropriates act has not passed the legislature by May 15, then notification shall be no later than June 15—if the employee's regular contract is not renewed for the coming year.

There shall be a supplementary employee contract for specified extracurricular and special assignments, which shall not exceed one (1) year and shall be in accordance with statutory provisions. The District shall advise employees in writing not later July 1 if the employee's supplemental contract is not renewed for the coming year. Such non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee.

## SECTION 5. DUE PROCESS

No employee shall be disciplined (including written warnings, reprimands, suspensions, discharges, non-renewals\*, terminations or other actions that would adversely affect the employee) without just and sufficient cause (see Appendix F). The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

An employee has the right to have a representative from the Association and/or legal counsel present when formally being questioned in any meeting which may lead to being reprimanded, warned, disciplined, or adversely affected.

\*Non-renewal protection under "Just Cause" shall not be applicable to provisional employees.

In cases where the health, safety and well-being of students, other employees or District patrons necessitates immediate disciplinary or safeguarding action, the District will place the affected employee on paid administrative leave pending a full and fair investigation and shall notify the Association within twenty-four (24) hours that action has been taken.

The Board agrees to follow a policy of progressive discipline which minimally includes a written warning, reprimand, suspension, with non-renewal or discharge as a final, last resort. Both parties agree that there are exceptional cases of gross misconduct where progressive discipline may not apply. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

A valid complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee within twenty-four (24) hours of receipt of the complaint, unless the complaint involves criminal misconduct and has been filed with legal authorities. In all valid cases of complaints, the District must provide a copy of the complaint to the employee prior to any District investigation unless the District is precluded from doing so by non-District legal authorities; and provide the employee the opportunity to meet and to address the findings of any complaint subsequent to said investigation, and, prior to the issuance of any action by the District. If, after investigating such allegation of misconduct by an employee, the District chooses not to reprimand, discipline, or take adverse action against the employee, the employee will receive written notice to such effect, but no record will appear in an employee's personal file. All documents in the District's possession regarding the allegation and proof of the investigation will be kept by the District in a confidential file separate from any employee personnel files, if the District chooses not to reprimand, discipline, or take adverse action.

## SECTION 6. PERSONNEL FILES

Employees or former employees shall, upon request, have the right to inspect all contents of their personnel file within the District. Personnel files shall be inspected in the presence of an administrator or designee in the Business Office. Upon request, a copy of any documents contained therein shall be afforded the employee at the District's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.

Anyone, at the employee's request, may be present at this review.

Any derogatory material not shown to an employee within ten (10) days after receipt or after completion of an investigation shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

No evaluation, correspondence, or other material making derogatory references to an employee's competence, character, or manner shall be kept or placed in the employee's personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.

Upon request by the employee, the Superintendent or designee shall sign an inventory sheet to verify contents of the personnel file at the time of said inspection by said employee, providing the inventory shall be provided by the employee and verified by the District.



Nothing shall be copied from an employee's personnel file without the written consent of that employee. All derogatory materials shall be purged from an Employee's file after three (3) years of date of material unless a shorter time is stated in the written documentation, providing that there are no repetitions within three (3) years; however, such deletion shall not occur while any school, OSPI, or law enforcement investigation or proceeding is in progress. Records of any investigative action, as required by law, in which records must be kept, shall be maintained in a separate file from the employee's personnel file after three (3) years.

#### SECTION 7. EMPLOYEE PROTECTION

Any case of assault upon an employee (and/or acts of intimidation, bullying and harassment) during the actual performance of his/her duties shall be promptly reported to the employee's direct supervisor or superintendent.

1. Certificated staff, when appropriate, shall be informed as soon as possible when they are potentially exposed to contagious diseases or illnesses and they shall be instructed as to prevention and protection from the disease or illness.
2. Employees shall report all unsafe conditions to a representative of the safety committee. KEA will annually appoint one employee per building (K-5, 6-12) to serve on the safety committee.

#### SECTION 8. ASSIGNMENT AND TRANSFER

The District will provide a copy of the Transfer Request form, (Appendix G) to all Employees by March 1. Employees who wish to transfer to a vacant or new position must return the form to the District Office prior to April 1.

The assignment of staff within the building is the responsibility of the building principal. Changes of teaching assignments will not be arbitrary and will be discussed with the Association and be approved by the Superintendent. Employees shall be notified no later than the end of the school year of any changes in their programs and schedules for the ensuing school year, including special assignments, except when unanticipated changes in staffing or program require a change.

Once staff assignments are made, any job openings shall be made public to other certificated staff within the District as soon as possible. Vacant and new positions may be filled by present employees who wish to transfer and are determined by the District to be the most qualified prior to anyone outside the District being hired. Each posting shall have clearly stated criteria and qualifications for the opening.

Appropriate professional development will be provided for any teacher being asked to teach in a different assignment.

Teachers asked to move to a different classroom will be granted one day at the in-service rate.

Teachers asked to change assignments will be granted up to one day of prep time at in-service rate.

All current bargaining unit members, excluding substitutes, shall be considered eligible for in-house transfer.

#### POSTING POSITIONS

Certified staff will be notified by email of all vacant and new positions, including co-curricular contracts covered under this agreement. Positions shall be posted in and out of the District at the same time.

The District shall make every possible effort to fill vacancies with their present employees when there is a match with skills and qualification of present employees and those skills and qualifications required for the position before out-of district hiring can occur.

Any qualified District employee shall be granted an interview for positions opened for competition.

Long-term substitutes shall be considered prior to external applicants being interviewed.

The District will make an effort to assign employees by the following guidelines: major field of preparation,

minor field of preparation, and areas of previous experience: elementary K-6, middle school 5-8, high school academic experience/major-minor areas.

## SECTION 9. JOB SHARING

Job sharing shall refer to two (2) employees sharing one (1) full-time position. The following conditions will prevail for all job share partners:

- a. Employees with continuing contracts who wish to job share must apply for a part-time leave of absence for the first year.
- b. Job sharing may be available to employees who have continuing contracts with the District and who have indicated in writing to the Superintendent by May 1 of their desire to job share for the following school year. The job share partner may be a current employee of the District, or may be hired as a new employee.
- c. In the event that either job share partner is unable to fulfill their portion of the contract the remaining job share partner will be required to work full-time until such time as a replacement can be hired, at the sole discretion of the District.
- d. Job sharing assignments will be filled by employees who have jointly agreed to work together.
- e. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers and the building principal and the approval of the District. This may include, but is not limited to, early release days, staff meetings, conferences, and planning time when applicable.
- f. Teacher partners will agree that joint planning will occur whenever they have joint responsibility for the same students or programs.
- g. No teacher in the District will be involuntarily transferred in order to create a job share program.
- h. The Association recognizes that selection for positions under this section is the sole purview of the District and is not subject to review under the grievance provisions of Article IX.
- i. The District reserves the authority to determine the number of job sharing positions, if any, within the District.

## ARTICLE IV - EVALUATION/PROBATION

### SECTION 1. PURPOSE

- A. The major premise underlying the development of the evaluative criteria contained herein is that the primary purpose for evaluation is to increase the opportunities for learning through the improvement of instruction/professional performance. Evaluation should be a positive, developmental, and continuous process. It is intended that students will be the chief beneficiaries when employees and support personnel are evaluated on the basis of the minimum criteria contained in this evaluation instrument.
- B. For evaluation to serve the purpose of improving performance, it is essential that standards exist and be known and understood by those to be evaluated, as well as 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 in-service 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.
- C. Under provisions of RCW 28A.405.100 evaluation will serve as a basis for the development of a written report, a copy of which shall be provided to the evaluatee, and for the development of a suggested and reasonable program for improvement in instances where an individual's performance is judged unsatisfactory.
- D. The parties agree that the following evaluation system for all employees in the bargaining unit is to be

implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

- (1) An evaluation system must be meaningful, helpful, and objective;
  - (2) An evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
  - (3) An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
  - (4) An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
- E. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191A-050:
- (1) To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
  - (2) To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, principal, or assistant principal needs to improve his/her performance.
  - (3) To assist classroom teachers who have identified areas needing improvement, in making those improvements.

## SECTION 2. EVALUATOR QUALIFICATIONS:

All assigned evaluators shall receive training in the evaluation processes they have been assigned to conduct that are contained in Article IV of this Agreement and related appendices. Upon request, the District shall provide the Association, within ten (10) days, the dates and a summary of the content of the most recent training that each evaluator has completed. No teacher shall be evaluated by an evaluator who has not received training in observation, evaluation, the appropriate forms for each process, and the instructional framework and rubrics contained in this Agreement and any relevant state requirements.

- A. General. Classroom teachers and support personnel shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article and statute. 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 and information appropriate to the teacher's position and track in the evaluation cycle.
- B. Responsibility for Evaluation. Within each school the principal or administrative/ supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two or more schools shall be evaluated in all schools by one designated evaluator. The administrative organization plan of the School District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school.
- C. No audio or video recording or transmission device may be used without the written consent of the employee. Any permanent record made from any such approved device will become the personal property of the employee.

### SECTION 3. APPLICABILITY FOR EVALUATION PROCESSES

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

1. Classroom Teacher Evaluation Process (Article IV, Section 4)  
This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and hold one or more certificates as provided for under WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g). The term “classroom teachers” does not include certificated staff who are defined in Section 3.2 below. In addition, employees who are substitute teachers and/or who are hired to replace certificated employees who have been granted sabbatical, regular, or other leave by the District pursuant to RCW 28A.405.900 shall not be considered classroom teachers subject to the Classroom Teacher evaluation process.
2. Non-Classroom Teacher Evaluation Process (Article IV, Section 5):  
This employee group includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists, Counselors), and other bargaining unit members who do not meet the definition of “classroom teacher” in Section 3.1 above.

### SECTION 4. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Classroom Teachers as defined in Section 3.1 above.

#### 1. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive professional development training to comprehend the framework and understand the evaluation process. All funding provided by the state and budgeted by the district specific to the purpose of professional development for evaluation shall be used for that purpose.

At the request of new employees, the District will provide up to three (3) hours of professional development prior to the implementation of evaluation activities under this section. If any employee would like a refresher course or feels the need for additional assistance with the evaluation process, the Association may discuss it with the District in Labor-Management.

#### 2. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

##### A. Definitions

1. Criteria shall mean one of the eight (8) state defined categories to be scored.
2. Component shall mean the sub-section of each criterion.
3. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
4. Artifacts shall mean a type of evidence in the form of any products generated, developed or used by a certificated teacher or identified by the evaluator. Artifacts should not be created specifically for the evaluation system, although tools or forms used in the evaluation process may be considered as artifacts.
5. Evidence shall mean observed practice, products, or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.
6. Not Satisfactory, in the context of evaluation ratings triggering probation shall mean:  
Level 1: Unsatisfactory – Receiving a summative evaluation score of 1  
Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative evaluation score of 2 has been received two years in a row or two years within a consecutive three-year period.
7. Student Growth shall mean the change in student achievement between two points in time within the current school year. Student growth data means relevant multiple measures that can include classroom-based, school-based and school district-based and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

#### B. State Evaluation Criteria:

The evaluation criteria in relation to which the teacher's performance is to be evaluated are those specified in RCW 28A.405.100 (2)(b):

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

#### C. Instructional Framework

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) as posted on the OSPI website. A summary of the instructional framework as adopted is included for informational purposes as Appendix C-1 (including critical attributes).

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

#### D. Criterion Performance Scoring

1. A four-level rating system will be used. The summative performance ratings shall be as follows:
  - a. Level 1 - Unsatisfactory
  - b. Level 2 - Basic
  - c. Level 3 - Proficient
  - d. Level 4 - Distinguished

In the event state law amends/revises these ratings, the revised ratings shall be utilized by the District.

2. The final criterion score shall be determined by the Overall Rating Range as set forth in Appendix A-3 (Attached).
3. A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the criteria in subsection B, above. A teacher receiving a focused evaluation shall receive one of the four summative performance ratings for the criterion selected from those in 2.B, above (plus student growth rubrics from either criterion 3 or 6, if applicable). Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a comprehensive summative evaluation performance rating, which shall be the teacher's comprehensive summative evaluation performance rating.

#### E. Summative Performance Rating

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

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

## F. Student Growth Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
  1. 5-12—Low
  2. 13-17—Average
  3. 18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth score. Evaluators shall not use school-wide or District-wide test scores when assessing a teacher's achievement of student growth goals unless agreed upon by the teacher.
3. The evaluator's determination of proficiency level ratings must be based on multiple measures determined in collaboration with the teacher, that may include classroom-based, school-based, district-based and state-based tools.
4. 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.
5. If a teacher receives a preliminary summative evaluation rating of 4 – Distinguished and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a low student growth score on any of the five student growth components, it will trigger the student growth inquiry plan. Within in two (2) months of receiving the Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by evaluator in collaboration 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 assessments 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 revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations; and/or
  - d. Create and implement a professional development plan to address student growth areas.
  - e. Additional options, as mutually determined by the teacher and evaluator.

## 3. PROCEDURAL COMPONENTS OF EVALUATION

### A. Notification

The teacher will be notified within fifteen (15) days from the start of the school year, or the teacher's first day of work, whichever is later, of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

### B. Student Growth Goal Setting:

By the last day of October the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form (Appendix C-2). The goal for SG-6.1 and SG-8.1 may be the same goal. Unless previously established, student growth goal-setting will be discussed at the pre-observation conference preceding the first required formal observation.

### C. Artifacts and Evidence:

1. The evaluator and teacher will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be given good faith consideration in the determination of the final evaluation criterion component scores. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year. A teacher may, but shall not be required to, submit artifacts and evidence for completion of the evaluation.

### D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final evaluation report, teacher's written comments, if applicable, shall be included in the teacher's personnel file. Only relevant evidence or artifacts will be retained in the teacher's personnel file.
2. Teachers may submit artifacts and evidence in a variety of media.

### E. Alternative Evaluator

A teacher may submit, by October 1st, a written request to the Superintendent, to be assigned an alternative evaluator. If the request is denied, the Superintendent shall put the reason(s) for such denial in writing within ten (10) days of the request.

## 4. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher otherwise eligible for a focused evaluation must complete a comprehensive evaluation once every four years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status. Any teacher who received a comprehensive summative performance rating of 1-Unsatisfactory or 2-Basic in the previous school year shall be evaluated on the Comprehensive process during the ensuing school year.

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

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

### B. 1st Formal Observation:

1. The first of at least two (2) formal required observations for each employee shall be conducted within the first ninety (90) school days of the school year. The first of the two (2) required formal observations shall be prearranged. The total annual observation time shall be for a minimum of sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall be for a minimum of ninety (90) minutes. Any formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation conference unless the observation is delayed by the employee's absence.
3. Observations will not take place on late start days caused by inclement weather, the day before winter or spring break and on the day following an absence of the employee, unless otherwise agreed to by the employee.
4. Following each observation or series of observations, the evaluator shall conduct a feedback conference with the employee to be held within five (5) days following the observation unless

otherwise mutually agreed to by the evaluator and teacher or unless it is delayed by the absence of either party.

#### C. 1st Feedback Conference

1. The purpose of the feedback conference is to review and bring clarity to the evaluator's and teacher's evidence related to the observation and to discuss the teacher's performance. The teacher shall be entitled to submit additional evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. Any additional evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
2. Within a maximum of three (3) days of the conclusion of the feedback conference, the evaluator will complete the observation report form (Appendix C-3), which both the evaluator and the employee will sign. The employee's signature does not signify agreement. The employee will be provided a copy of the signed form.
3. If there is an area of concern, the evaluator will identify the specific criteria components and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.

#### D. 2nd Formal Observation

1. The second required formal observation, or second and third in the case of a third year provisional teacher, will occur no sooner than four (4) weeks after the first formal observation, unless mutually agreed to by the teacher.
2. Observations will not take place on late start days caused by inclement weather, the day before winter or spring break, and on the day following an absence of the employee, unless otherwise agreed to by the employee.
3. Following each observation or series of observations, the evaluator shall conduct a feedback conference with the employee to be held within five (5) days following the observation unless otherwise mutually agreed to by the evaluator and teacher or unless it is delayed by the absence of either party.
4. The final required formal observation shall occur prior to May 1st.

#### E. 2nd Feedback Conference

1. The purpose of the feedback conference is to review and bring clarity to the evaluator's and teacher's evidence related to the observation and to discuss the teacher's performance. The teacher shall be entitled to submit additional evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score.
2. Within a maximum of three (3) days of the conclusion of the feedback conference, the evaluator will complete the observation report form (Appendix C-3), which both the evaluator and the employee will sign. The employee's signature does not signify agreement. The employee will be provided a copy of the signed form.
3. If there is an area of concern, the evaluator will identify the specific criteria components and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.

#### F. Additional Observations

In addition to the required formal observations, additional observations may be conducted for the purpose of gathering additional artifacts and evidence for the evaluation process. The evaluator shall document these observations on the Observation Form (Appendix C-3) and provide a copy to the employee within five (5) days of the observation. The employee shall be entitled to a post-observation conference with respect to such observations upon request. Such documentation shall be used to support and complete information gathered during the required formal observations.



#### G. Evaluation Conference/Evaluation Report

1. Following the completion of the required formal observations, the evaluator shall meet with the teacher to share the data to be used to formulate the final evaluation report and to provide the teacher with a reflection of his/her preliminary ratings for the teacher on all components and criteria being evaluated at least three (3) days prior to a summative evaluation conference. The summative evaluation conference shall be held no later than May 12th. The purposes of the summative conference is to discuss the following:
  - a. The evaluator's preliminary rating on all components and criteria/criterion; and
  - b. Any additional evidence and artifacts the teacher would like the evaluator to consider before making a final summative rating.
2. With the mutual agreement of the teacher and evaluator, this pre-summative rating conference may be consolidated with a post observation conference following the final required observation.
3. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year. The teacher has the right to provide additional evidence for each criterion to be scored. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted, except as provided in subsection 8.D. below, in the case of probation extended into the following school year.
4. In the event that the evaluation report is not completed during the summative evaluation conference, the evaluator shall complete the Evaluation Form (Appendix A-2) and provide a copy to the employee within three (3) days. The final evaluation report and conference shall be completed by May 15.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished -4 within a school year.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Form (Appendix A-2). The teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to the observations and to the final annual evaluation report as well.

#### 5. FOCUSED EVALUATION

In the years when a comprehensive summative evaluation is not required, teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year may choose to complete a focused evaluation.

The District and the Association agree that it is not desirable for a teacher to be placed on probation from a Focused Evaluation Process. Transfer from the focused to the comprehensive summative evaluation may be at the request of the teacher or at the direction of the teacher's evaluator. A request or decision to transfer a teacher from a focused to a comprehensive summative evaluation must be communicated, in writing, between the evaluator and the teacher on or before October 31st, unless a later date is mutually agreed to by the evaluator and the teacher.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, plus professional growth activities specifically linked to the selected criteria. It must be approved by the evaluator and it may have been identified in the previous comprehensive summative evaluation as a criterion that may benefit from additional attention and professional growth.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in criterion 3 or 6.
- C. Observations and conferences for the focused evaluation shall follow the process set forth in Section 4.3, Procedural Components of Evaluation, and Section 4.4, Comprehensive Evaluation Process, above.
- D. The score received on the selected criterion is the score assigned as the final summative score.
- E. A group of teachers may focus on the same evaluation criterion and share professional growth

activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

6. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. The Association will be notified, with the teacher's consent, if any teacher is judged below Proficient - 3, within ten(10) school days of the final evaluation.
- B. When a teacher is judged below Proficient on the final summative evaluation score, the teacher will be coached and supported by his/her evaluator in seeking reasonable professional development opportunities.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns a written support plan of professional growth will be mutually developed by the evaluator, and teacher, and with teacher consent of the Association.

7. PROVISIONAL EMPLOYEES

- A. A second year Provisional teacher who receives a summative rating of 3- Proficient or 4- Distinguished may, at the discretion of the Superintendent, be granted continuing contract status for the subsequent school year.
- B. When there is concern about the progress of a provisional employee as documented on an observation report form, the evaluator and employee shall schedule a meeting with an Association representative. The meeting will to occur within five (5) days of the post-observation conference, unless a longer time frame is mutually agreed to, to review the expectations for the employee's current position. At that time a reasonable plan for improvement will be developed whereby the employee will be assisted in improving his/her performance to an acceptable level.

8. PROBATION

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

- A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is judged not satisfactory:
  - 1. Level 1 – Unsatisfactory; or
  - 2. Level 2 – Basic if the 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 (2) consecutive years for two (2) years within a consecutive three (3) year time period.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - 1. The evaluation report prepared pursuant to the provisions of Article IV Section 4-4.G above, and,
  - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- D. The Superintendent shall place the teacher in a probationary status for a period of sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. At this time, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
  2. A suggested specific and reasonable plan for improvement, including a statement indicating areas of assistance and resources to be provided to the employee by the District.
  3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- E. The plan for improvement will include the specific evaluative criteria which must be met and the measures and benchmarks, which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation.

F. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
  2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The Observation Form (Appendix A-2) shall be used to document these meetings/observation.
  4. The evaluator may authorize one additional certificated administrator to evaluate the teacher and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional certificated evaluator become part of the probationary process, and this request must be implemented by including an experienced additional evaluator assigned by ESD105 and jointly selected by the District and the Association from a list of evaluation specialists compiled by ESD105. Any such request for an additional evaluator shall be made by the teacher in writing on or before the 5th day of the probationary period.
- G. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.

H. Evaluator's Post-Probation Report

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

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

- I. Action by the Superintendent:
  - 1. Following a review of the report submitted pursuant to paragraph H, above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
  - 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.
  - 3. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is unsatisfactory – 1.
- J. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for two (2) years and will, if no further unsatisfactory evaluation is made in the interim, be removed:
  - 1. Notice of Probation
  - 2. Notice of Removal from Probation and/or Notice of Superintendent Action

9. NON-RENEWAL (DISCHARGE)

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

10. PROBABLE CAUSE

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

11. EVALUATION RESULTS

A. Evaluation results shall be used:

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

B. Evaluation results shall not be:

- 1. Shared or published with any teacher identifying information, unless required to do so under applicable case law.
- 2. Shared or published without notification to the individual and Association.
- 3. Used to determine any type of base or additional compensation.
- 4. Used as a form of progressive discipline.

SECTION 5. NON-CLASSROOM TEACHER EVALUATION PROCESS

1. EVALUATION PROCEDURE

- A. Within each school (K-5, 6-12), the principal, or an administrative designee from outside the KEA bargaining unit, shall be responsible for the evaluation of employees assigned to the building. Members of KEA will not be required to evaluate classified employees.
- B. During each school year non-classroom teachers shall meet with their evaluator for the purposes of evaluation at least twice to discuss the performance of their assigned duties. Total meeting time for each school year shall be not less than sixty (60) minutes. Third year provisional employees shall be meet at least three times for a total of not less than ninety (90) minutes. Following each meeting, or

series of meetings, the principal or other evaluator shall promptly document the results in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared.

- C. After an employee has had four (4) years of satisfactory evaluation under the long form, the short form shall be used. 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 (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. The long form evaluation shall be followed at least once every three (3) years. If requested by an employee or evaluator, or if indicated by a "needs improvement" in an evaluated area, the long form shall be used. 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 under RCW 28A.405.210.
  - D. No mechanical or electronic device shall be used in any classroom to listen or record the procedures of any class without the prior permission of the employee.
  - E. New employees shall be observed at least once for a minimum total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
  - F. Prior to the end of each school year, a final evaluation report shall be made for each employee. The report shall be discussed with the employee, and a copy placed in the employee's file.
2. PROFESSIONAL GROWTH
- A. The term "professional growth plan" shall mean a voluntary plan by an employee designed to improve that employee's professional performance.
  - B. The purpose of the PGP is to assist employees in self-directed professional development in order to encourage enhancements and improvements in teaching skills, techniques and abilities. Professional growth is the desired outcome of the PGP. Collaborative interaction is encouraged. PGP's are intended to provide employees with support for the risk-taking inherent in trying new ideas.
  - C. Providing maximum, reasonable and non-threatening support for employees engaged in the development of or execution of PGP's shall be a primary requirement for District administrators. Administrators shall attempt to set a supportive atmosphere that will provide helpful feedback, engender trust, encourage exploration, increase collegiality and reward growth.
  - D. Each employee shall be encouraged to develop on his/her own a PGP. Employees intending to develop a PGP shall indicate such intention to the Superintendent/Principal if they are eligible for a Short Form Evaluation. Such plan may be developed, maintained, and executed independent of administrative involvement, but with administrative assistance as requested by the employee. Any PGP used in the classroom or with students will be subject to prior approval by the Superintendent.
  - E. Whether the employee elects to share the processes and/or results of his/her PGP is the sole option of the employee, unless a funding application included a provision for publication to colleagues or District.
  - F. In addition to the plan itself, materials, records and portfolios developed as a result of an employee's participation in a PGP, whether or not funded by the District, shall be the sole property of the employee and shall not be retained in the employee's personnel file or used by the District in any way in its evaluation of the employee.
  - G. For funded PGP's that involve student participation—if the Principal observes that the program is not meeting the parameters of the guidelines set up, the Principal will work with the employee to improve the guidelines/goal statement or terminate the program within a reasonable amount of time.

3. PROBATIONARY PROCEDURE – (This process applies to non-classroom teachers)
  - A. Every non-provisional employee whose work is judged unsatisfactory based on District evaluations shall be notified in writing on or before February 1 of each year stating specific areas of deficiencies along with a suggested specific and reasonable program for improvement.
  - B. A probationary period of sixty (60) school days shall be established beginning after October 15th and not later than February 1 and ending no later than May 1. The establishment of a probationary period shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.405.300, as now or hereafter amended. 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 15th of the same school year.
  - C. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his/her areas of deficiency.
  - D. In carrying out the probation procedure, the following steps shall be followed:
    - STEP 1.** The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. The employee shall have an opportunity to have an Association representative in attendance at the conference.
    - STEP 2.** If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20.
    - STEP 3.** The Superintendent, or designee, shall review the principal's or immediate supervisor's recommendation for probation.
    - STEP 4.** The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include a specific and reasonable program for improvement as follows:
      1. A definition of the problem in terms of the adopted criteria;
      2. A set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined;
      3. A specific and reasonable program for remediation which spells out courses of action and expectations so the employee involved can reach an acceptable level of performance; and
      4. A plan for assistance by the principal or immediate supervisor which spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.
  - E. During the probationary period the principal shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The documentation of evaluation reports during the probationary period shall be confined to the areas of prescribed remediation.
4. POST PROBATION

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

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

## ARTICLE V - LAYOFF AND RECALL

### SECTION 1. DEFINITION OF LAYOFF

- A. Not later than May 15—or if the omnibus appropriations act has not passed the legislature by May 15, then no later than June 1—the Board shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year. The Board shall adopt a modified educational program to implement such modified programs and those certificated employees, if any, whose contract will not be renewed. All budget information will be made available to the Association within twenty (20) days of determination.
- B. In the event the Board determines that probable cause for reduction in force exists based on a lack of sufficient funds or a loss of levy election, the non-renewed certificated staff members shall receive a notice of probable cause pursuant to RCW 28A.405.300 or 28A.405.210.

### SECTION 2. PROGRAMS AND SERVICES

- A. If education programs and services of the District are to be modified because of a lack of financial resources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified or eliminated:
  - 1. High priority will be given to maintaining lowest possible pupil-teacher ratios in the classrooms.
  - 2. Where revenues are categorical and depend on actual expenditures rather than budget amount, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support; e.g., vocational education, federally support programs, lunchroom, etc.
  - 3. High school course offerings which are required for graduation will be retained.
- B. In its efforts to retain as much of the basic educational programs as the District's financial resources will permit, the Board shall make reductions in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services, and travel.
- C. The Association may make recommendations to the Board about possible program and service modifications.

### SECTION 3. EMPLOYEE RETENTION

- A. In the event there is modification of programs and services for financial reasons, the number of employees which is required to implement the modified educational programs and services shall be determined as provided in this Article.
- B. In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort shall be made to ascertain the number of bargaining unit positions which will be open for the following year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in 3 below.
  - 1. Voluntary employee retirements.
  - 2. Normal employee resignations.
  - 3. Vacant positions will be filled by transferring currently employed employees within the District, unless by reason of certification, training or experience no qualified person is available. Current employees who can attain necessary certification, training or experience by the beginning of the next school year shall be retained.

### SECTION 4. LAYOFF PROCEDURE

- A. To insure that the employee recommended for retention will be qualified to implement the education program determined by the Board, all employees must possess such valid Washington State certificate(s) as may be required for the position(s) under consideration. In addition, the following categories are established to allow for the least disruption of the ongoing program and to provide for the least deviation from the present assignment of personnel:

Employees will be grouped District-wide in separate categories as follows:

Elementary - Grades K through 5

Secondary - Grades 6 through 12

Specialties - Grades K through 12 specialists in Physical Education, Music, Special Education, Counseling, Career Technical Education, etc.

B. Each employee will, in accordance with the criteria set forth in paragraph A above, be considered for retention in the category of specialty held at the time of the implementation of these procedures, and in addition, in such additional categories or specialties as any such employee may designate in writing to the Superintendent, provided that, in order to qualify for consideration in any such category or specialty, the employee:

1. Must have had a minimum of one (1) year's full-time professional experience in each such additional category or specialty; or

2. Must have the equivalent of a college major (45 quarter hours or 30 semester hours) or minor (15 quarter hours or 10 semester hours) in each such additional category or specialty.

#### SECTION 5. SENIORITY

A. Employees will be assigned into available positions within each category or specialty on the basis of seniority (years of experience in Washington public school districts) as recorded in the Business Office. The District shall issue a seniority list no later than February 15 which shall also list the employees' years of experience in the District. Employees shall have until March 15 to notify the District of, and provide documentation for, any objections to their placement on the seniority listing. After consultation with the Association, the District shall issue to each employee on District email a finalized list by April 15, after which no further objections to the seniority list shall be entertained. Within each category or specialty, the senior employee(s) shall be recommended for retention if the category or specialty is not eliminated. Tie breakers shall be years of experience in District and then total credits in category or specialty.

B. If ties still exist, the preferences will be given to the employee(s) by placing numbered pieces of paper in a hat and each employee(s) within the tie situation drawing a piece of paper with a number on it. The employee(s) with the lower number(s) will be the employee(s) considered for retention.

#### SECTION 6. EMPLOYMENT POOL

A. All personnel who are not recommended for retention in accordance with these administrative procedures shall be non-renewed and placed in an employment pool for 2 contract years, for possible reemployment. Senior employment pool employees will be given the opportunity to fill open positions for which they are qualified under Section 4.

B. Any vacancies which occur after shifting and placement of remaining employees, including those created by a transfer, will be offered to current employees for a period of seven (7) calendar days. Notice will be by District email to all current employees. If the vacant position is not filled by a current employee, it will be offered, by seniority ranking, to the next "qualified" employee in the RIF Employment Pool.

C. When a vacancy occurs for which any employees in the employment pool qualifies, notification from the Board or designee to such employee shall be by certified or registered mail, or personal contact by the Superintendent. Such employees shall have seven (7) calendar days from the receipt of the letter or from the date of personal contact to accept the position by certified or registered mail or by personal contact. It shall be the obligation of the employee in the employment pool to keep the Superintendent notified as to where he/she can be reached so that contacting the employee shall not take more than seven (7) calendar days. If the employee does not fulfill this obligation, the District is under no obligation to carry out the provisions of contacting them.

D. If any employee in the employment pool fails to accept a position for which he/she is eligible pursuant to this policy, such employee may be rotated to the bottom of the employment pool list. If any employee rejects three employment opportunities as a member of the employment pool, he/she will be removed from the employment pool. Employees in the employment pool will remain in the pool from May 1, for 28 months.



SECTION 7. RECALL BENEFITS

- A. Employees returning from the employment pool to accept an open or vacant position shall return to their previous contractual status.
- B. The district may utilize employees in the employment pool as substitutes on a first priority basis.

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION TIME

- A. All full-time middle/high school employees shall have at least fifty (50) minutes of preparation time during each instructional school day. If the schedule generates an excess of 50 minutes of preparation time any duties assigned to teachers for this excess will be negotiated with the superintendent.
- B. Elementary employees shall have at least 50 minutes of preparation time with at least one 30 minute uninterrupted block of time. If the schedule generates an excess of 50 minutes of preparation time any duties assigned to teachers for this excess will be negotiated with the superintendent.
- C. The instructional day shall specifically exclude the thirty (30) required minutes before and after school and thirty (30) minutes minimum duty-free lunch period.
- D. Preparation time is to be used to prepare for professional and non-professional school related responsibilities as determined by the teacher.
- E. Loss of preparation period shall be compensated at rate of \$30.00 per lost period.

SECTION 2. WORK LOAD (CLASS SIZE)

Beginning with the 2014-15 school year, class size shall be maintained at a uniform size consistent with staff and facilities as follows:

- PK – 1 = Maximum of 23 students per class
- 2 – 3 = Maximum of 26 students per class
- 4 – 5 = Maximum of 28 students per class
- 6 – 12 = Maximum of 32 students per class period but no more than 120 on the teacher roster per instructional day.

Elementary Art, PE, and Music = Maximum of 32 students in any single section.

Elementary split classes = maximum of two less than the lowest of the two in a single grade level class.

Secondary Physical Education = Maximum of 35 students per class period.

Secondary Band = 40 maximum per instructional period.

Secondary Art = 35 maximum per instructional period.

In addition, no more than 132 on the secondary teacher roster per instructional day.

Special Education maximum caseloads shall be 27:1 elementary and 30:1 MS/HS (based on the number of students IEP-managed by the Special Education teacher). Workloads for Special Education staff will be monitored and addressed by the District on a case-by-case basis, considering the number of special education students being served and the extent of the special education services required.

When work load becomes excessive relief, at the discretion of the administrator, will be provided by one or more of the following means, in consultation with the employee and KEA:

- 1) reassignment of students between Special Education staff
- 2) assignment of additional staff (certificated and/or classified),
- 3) provision of release time or provision of supplemental time.

Paraeducators will be assigned based on student IEP requirements.

Middle School/High School = Each teacher will only be required to formulate one lesson plan each instructional period taught, provided that teachers will be expected to differentiate for individual student differences within those lesson plans. Student Independent Study may only be assigned upon the agreement of the teacher.

When pupil load maximums are exceeded for ten (10) student days in any single class, (daily roster maximums for grade 6 – 12, including secondary PE, Art, and Band, the Administration shall either reduce class size, hire additional staff, or the teacher shall be paid overload pay in the amount of \$7/day self-contained general education classrooms and \$1.75/day per period for secondary general education classrooms per student per student day of the overload, retroactive to the first overload day beyond the ten (10) initial student overload. Caseload overloads for Special Education will be compensated at the rate of \$4.50 per student per day. Overloads for Elementary Art, PE, and Music will be compensated at the rate of \$0.88 per student per day. The District shall make every effort to provide additional staff, supplies, textbooks, instructional equipment and student desks as recommended by the principal after consultation with the employee.

Employees in specialized classes such as physical education, music, lab, art and CTE classes shall have the right to recommend to their building administrator their class size loads predicated on the facilities available and student safety concerns. These recommendations will be followed if at all financially feasible.

### SECTION 3. STUDENT DISCIPLINE

Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

The Board and Superintendent shall support and uphold employees in their reasonable and professional efforts to maintain discipline in the District under the provisions of WAC 392-400-235.

Dangerous Students: The District shall, when reasonable, prudent, feasible, and legal, inform affected employees of any student who evidences behaviors which could present a health or safety problem to the employee or other students. When possible, strategies for managing such students, as well as available resources and assistance will be discussed prior to placement of such students.

In an emergency a student may be sent to the principal or designated school authority if the student poses an immediate and continuing danger as authorized by law. This removal will continue until a meeting is held between the affected employee(s) and the principal or designated school authority determines that the threat of danger ceases to exist.

### SECTION 4. ACADEMIC FREEDOM

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. Questionable matters shall be referred to the principal for decision.

In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

## SECTION 5. EMPLOYEE FACILITIES

Each building may have the following facilities and equipment for use by employees in buildings to which they are assigned:

1. Adequate space in each classroom for storage of instructional supplies and materials.
2. A work area with adequate square footage to provide for a safe learning environment and containing adequate equipment and supplies to aid in preparation of instructional materials.
3. A serviceable desk, chair, and filing cabinet.
4. In order to provide accessibility to the facilities, each employee shall be provided with keys to permit them to work after regular school hours. Key assignments will be recorded with the principal.
5. An adequate part of the parking lot may be designated as faculty parking.
6. Keys that are lost by employees cause a security problem; therefore, any employee that loses a key must pay the relocking expense incurred by the District up to \$100.

## ARTICLE VII - LEAVES

### SECTION 1. GENERAL LEAVE

1. Employees returning from extended leaves shall be reassigned to a position similar to their previous assignment and/or to an assignment commensurate with training or previous teaching experience.
2. Sick leave shall not be used for any leave unless specifically stated otherwise.
3. All leaves shall be with pay unless specifically stated otherwise.
4. No salary increments shall be earned during leave of absence except for reasons required by the state for salary purposes, i.e., experience, education, and/or long term military leave.
5. Employees on unpaid leave of absences may retain his/her insurance coverage by remitting the required monthly premium to the District if the insurance carrier permits.

### SECTION 2. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days full pay to be used for absence caused by illness, injury, poor health, maternity, quarantine, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year according to statute.
  1. Absence due to injury incurred in the course of the employee's employment shall be with full pay charged against workman's compensation with any balance taken out of sick leave on a pro-rated basis.
  2. Annually the District will provide each employee with an accounting of his/her accumulated sick leave and all transactions concerning his/her sick leave days within that time period.
  3. Upon return to employment with the District, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the District and in compliance with RCW 28A.400.300.
  4. Leave sharing will be available where employees may donate excess sick leave for use by a District staff member who is suffering from, or has an immediate relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District. Shared leave will be purely voluntary. Employees will not be individually asked to donate sick leave; nor shall any means be used to apply pressure to employees to donate sick leave. No list will be made of those individuals who have or haven't donated, or those that are eligible to donate. The Superintendent will administer

the leave sharing plan in a manner consistent with state law and District policy 5406.

5. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness, or disability may be granted an extended leave of absence without pay.

An Employee who has been granted leave under this provision may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent, and with written permission of his/her personal physician.

6. Medical appointments may be charged against sick leave days.
7. Upon request, family illness leave with pay may be granted when necessary for a serious illness in the employee's immediate family. Immediate family shall be understood to include spouse, child, sibling, parent and spouse's parent or other household member or dependent living in or out of the home. The Superintendent, at his/her discretion, may request such verification of family illness as he/she deems advisable. Such leave shall be taken from accumulated sick leave.

### SECTION 3. SICK LEAVE CASHOUT

Sick leave cash-out procedures shall be in accordance with the law:

- A. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
- B. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

### SECTION 4. MATERNITY/PATERNITY/ADOPTION LEAVE

Maternity/Paternity/Adoption leave shall be allowed employees for the purpose of childbirth/adoption provided that:

The employee notifies the District, when appropriate and possible, by written notice at least thirty (30) days prior to the commencement of the leave, which notice shall state the expected date of return to employment.

In compliance with the Family Medical Leave Act, as hereafter amended, leave shall be granted at the option of the employee. Additional leave days shall be granted if advised by the employee's personal physician. All such leave shall be under sick leave.

### SECTION 5. BEREAVEMENT LEAVE

Five (5) days may be granted with compensation for bereavement of spouse, parent, or child. Three (3) days bereavement leave with compensation may be granted for grandparent, sibling-in-law, parent-in-law, sibling, aunt, uncle, cousin, grandchild or child-in-law or any member of the household. Up to one (1) day of bereavement leave may be granted for the loss of a current Kittitas student. The purpose of bereavement leave shall be to attend the funeral, make family arrangements of estate and/or settlements.

### SECTION 6. JURY DUTY/SUBPOENA LEAVE

Leaves of absence with compensation shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be relinquished to the District. The employee shall immediately notify the District when notification to serve on jury duty is received. When an employee is not actively serving on jury duty, that employee must return to his/her contracted duties.

Leaves of absence with compensation shall be granted for subpoenaed employees. Any compensation received for serving as subpoenaed on contracted days shall be relinquished to the District. The employee shall immediately notify the District when a subpoena has been received. When an employee is not actively serving as subpoenaed, that employee must return to his/her contracted duties. In the event an employee is subpoenaed to appear as a witness adverse to the District, such leave shall be without pay and any compensation received from non-District sources shall not be relinquished.

#### SECTION 7. MILITARY LEAVE

An employee who is ordered or who volunteers (because of compulsory duty) for active duty in the armed services of the United States will be granted leave without pay to a maximum of three (3) years. Following release from military service, the employee will be reinstated to employment status no later than the beginning of the next school year, or sooner if an appropriate vacancy exists. Full experience credit for leave of absence while in military service will be granted for salary placement purposes. Military leave for National Guard Duty will comply with all the requirements of RCW 38.40.060.

#### SECTION 8. PROFESSIONAL IMPROVEMENT LEAVE

Such leave may be granted by the District upon prior written notice as to the location and nature of the program to be attended and rationale for wishing to attend. If approved, the District will pay the cost of a qualified substitute; however, the actual expense for attendance shall be reimbursed as prescribed by District policy.

#### SECTION 9. PERSONAL LEAVE

The District will allow each employee three (3) days accumulative to five (5) days of personal leave provided that requests for use of such leave be in writing and submitted one (1) week in advance.

In case of a family emergency and the employee has exhausted their personal leave, the Superintendent, at his discretion may waive the one (1) week provision and allow additional days. Emergency leave may be taken by an employee due to a problem that has been suddenly precipitated or is unplanned or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be taken from sick leave.

It is the intent that this leave shall be used for personal or family business that cannot be conducted on non-contracted time. Unused leave days greater than 3 will be cashed out at the teacher's full per diem salary. Such payment shall be made in the August pay check.

#### SECTION 10. OTHER LEAVE

An employee may request a leave of absence without pay for a period of up to one (1) year by written request submitted to the Superintendent. The Superintendent shall consider the needs of the District in considering recommendation to the Board.

This leave may be used for but not limited to study, travel, work in a professionally related field, recuperation, or child rearing.

This leave may be used also to work in another school District where the experience would enhance the employee's value to the District, i.e., exchange teacher, college or university experience, artist-in-residence, or any program situation approved by the board.

Requests for leaves for an ensuing academic years shall be submitted to the Superintendent by April 1 the year prior to the leave. Requests for leave may be submitted for leaves where the April 1 deadline is not possible, provided, the said request shall be acted on by the Superintendent on a case-by-case basis.

## ARTICLE VIII - FISCAL

### SECTION 1. WORK DAY

- A. The total length of the work day shall not exceed seven and one-half (7-1/2) hours for all employees, including a minimum of thirty (30) minutes duty-free lunch period.
- B. Faculty meetings are essential to the operation of a school and will be held at the discretion of the principal during the workday, except for emergencies. Such scheduling should be done on a cooperative basis between the principal and staff.
- C. The intent of the 30 minutes of time before and after school is for teachers to be available to meet with students and parents unless a previously scheduled meeting is taking place. Parents are encouraged to contact teachers and set up appointments ahead of time.

### SECTION 2. NON-PROFESSIONAL DUTIES

Recognizing non-teaching duties such as supervision of classroom detention and bus loading are essential to a school operation, assignments in these areas may be assigned. Emergency situations may exist and emergency assignments may be made by the principal.

### SECTION 3. EMPLOYEE WORK YEAR

The work year covered by this Agreement consists of one hundred eighty (180) contracted workdays. Any required additional days shall be compensated at 180th full per diem of the employee's salary. Any loss of workdays other than those covered by leave provisions shall result in pay reductions at the rate of 180th of contracted salary.

A committee of six (6) shall be composed of: two (2) representatives chosen by the Association, two (2) chosen by PSE and two (2) representing Administration. They shall cooperatively formulate a calendar consisting one hundred eighty (180) days (or that number provided for by the legislature) to be presented for consideration by the Board of Directors by May 1.

Changes in the calendar shall be by mutual agreement. However, in cases of inclement weather or emergencies, the Superintendent shall act as he/she feels necessary to protect the safety of the District students.

Make up days, when necessary, shall be set by mutual agreement. If mutual agreement is not achieved, the days will be made up at the end of the year. See appendices for mutually agreed calendar.

### SECTION 4. PER DIEM DAYS

- A. Starting with the 2016-17 school year, two (2) days before school starts shall be a required work days and shall be paid full per diem of the employee's contracted daily rate of pay on a supplemental contract. The first day shall be district directed and the second day shall be used by employees in preparation for the work year. Both per diem days are contingent on continuing passage of the levy. In the event of a double levy failure, it will be suspended until successful passage of the levy and the first levy collection thereafter, at which point it will be restored.
- B. A calendared day after school ends shall be an optional workday and shall be paid full per diem of the employee's contracted daily rate of pay on a supplemental contract.
- C. Each full-time employee will receive a supplemental contract for an amount equal to 3.5% (.035) of their salary as indicated on the Washington K-12 Salary Allocation Schedule for Certificated Instructional Staff in recognition of the additional time and responsibilities required in the teaching profession. Part-time employees will receive a pro-rated stipend based on their teaching FTE. The supplemental contract will be issued at the same time as regular teaching contracts.
- D. Any additional optional day shall be paid on a supplemental contract and shall be used for inservice at the direction of the District.

## SECTION 5. PAYMENT PROVISIONS

All employees shall be paid in twelve (12) monthly installments with direct deposit on or about the last business day of the month.

## SECTION 6. CREDITS TOWARD PLACEMENT ON SALARY SCHEDULE

The salary schedule used by District shall be the same as attached in Appendix A. No employee covered by the terms of this Agreement shall receive credit for courses taken (either in the past, present or future) towards placement on the salary schedule unless such courses are recognized by the State of Washington in determining the amount of State apportionment funds to be paid by the District. Ten (10) ESD approved clock hours equal one (1) college credit.

## SECTION 7. COMPLIANCE AND SALARY SCHEDULE INCREASE

The base of the salary schedule shall be increased to the maximum allowable by the state. The salary schedule shall reflect one hundred eighty (180) days. All required days beyond one hundred eighty (180) shall be compensated at 1/180th full per diem of the employee's contracted rate of pay. Should the State increase or decrease the number of days in the funded LEAP schedule, the days referenced above will be adjusted accordingly. Experience and educational increments earned are to be paid starting on the September paycheck.

## SECTION 8. MEDICAL, DENTAL AND VISION INSURANCE

The District shall provide insurance benefits for each full-time and half-time or more employee on an FTE basis. The District shall pay the full state allowable premium on an FTE basis for insurance, which will form an insurance pool. Each employee shall declare his/her insurance plan by November 10 of each year. Pool monies left after declarations shall be distributed on an equal basis towards the excess premium costs. Any excess premium costs not covered by the pool shall be paid by the employee.

Should the Association elect to participate in the PEBB health insurance plans, each employee shall pay an amount equal to the employee premium by plan and family size as indicated by the HCA and/or PEBB.

## SECTION 9. TRAVEL

Employees traveling on school business shall utilize a school vehicle unless a scheduling conflict exists. Providing a conflict exists, employees may utilize their private vehicles and be reimbursed at the rate set by Board policy. Requests for school vehicles or use of private vehicles shall be made at least five (5) days prior to trip date(s).

## SECTION 10. SPECIAL EDUCATION TEACHERS

Each full-time special education teacher will receive a supplemental contract for an amount equal to 1.5% (.015) of the base amount shown for BA+0 on the Washington K-12 Salary Allocation Schedule for Certificated Instructional Staff in recognition of the additional time and responsibilities required for organizing, planning, and writing Individual Education Programs (IEP) and attending IEP and MDT meetings. This is in addition to supplemental contracts referenced elsewhere in this contract.

# **ARTICLE IX - GRIEVANCE PROCEDURE**

## SECTION 1. DEFINITIONS

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

## SECTION 2. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of employees. Both parties agree that proceedings shall be kept informal and confidential.

### SECTION 3. PROCEDURES

- A. In the event that a grievant believes there is a basis for a grievance, the grievant may first discuss the alleged grievance with his/her principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
- B. Any employee may present his/her grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.
- C. If the grievance is not resolved in A or B above, formal grievance procedures may be instituted.

**STEP 1.** The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within twenty (20) days of the occurrence or knowledge of the event of which he/she complains.

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant who may be accompanied by one (1) other member of the Association in an effort to solve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the grievant(s) and to the Association.

**STEP 2.** If the grievant is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Superintendent within five (5) days. Within ten (10) days upon receipt the Superintendent or acting superintendent shall meet with the grievant and his/her Association representative on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant(s) and to the Association.

**STEP 3.** If the grievant is not satisfied with the disposition of the grievance by the superintendent, the grievance shall be transmitted to the Chairman of the School Board within five (5) days. Within ten (10) days upon receipt the Board shall meet with the grievant and his/her Association representative on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the grievant(s) and to the Association.

**STEP 4.** If the grievant is not satisfied with the disposition of the grievance by the Board, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its rights of arbitration by giving the Superintendent written notice of its intention to arbitrate within ten (10) days of receipt of the written disposition of the Board. If the parties cannot agree to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The parties shall not be permitted to assert in such arbitration proceeding any ground rule or to rely on any evidence not presented at an earlier step. The decision of the arbitrator shall be final and binding upon both parties.

### SECTION 4. ARBITRATION

- A. The arbitrator shall be without power or authority to add to, subtract from, or alter any of the language of this Agreement. The arbitrator shall have the authority to rule on any/all procedural challenges.
- B. Each party shall bear its own cost of arbitration, except that the fees and charges of the arbitrator shall be shared equally by both parties.
- C. All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.



## SECTION 5. ELECTION OF REMEDIES

In all matters of non-renewal, discharge, or adverse effect of contract as applied to regular employees, there shall be provisions for election of remedies. If arbitration is elected, the employee shall, in writing, waive all rights provided by statute. If statutory review and appeal is elected, both the employee and the Association shall, in writing, waive any and all rights to proceed under the grievance procedure. If grievance hearings are held during the workday, no employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

## SECTION 6. TIME LIMITS

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

## SECTION 7. REPRISALS

No reprisals of any kind shall be taken by the District or by the Association or any of its members against any party of interest who participates in the grievance procedure by reason of such participation.

## SECTION 8. CONTINUITY OF GRIEVANCE

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

# ARTICLE X - DURATION

## SECTION 1. RATIFICATION/TERM OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 2016 shall be binding upon the parties and their members, and shall remain in full force and effect through August 31, 2019.
- B. This Agreement must be ratified by the Board and by the Association and executed by authorized representatives thereof.

## SECTION 2. SPECIAL CONSIDERATIONS

The Association shall work with the District on District-wide inservices, e.g., technological planning and training for at-risk students.

## SECTION 3. RE-OPENERS

- A. Any section(s) of this Agreement shall be re-opened for bargaining at any time both the District and the Association agree in writing to such an action or whenever either party perceives changes in law, WAC or court decisions affect employment conditions.
- B. Either party may upon written notice to the other by not later than ninety (90) days prior to the aforesaid expiration date of the Agreement indicate their desire to bargain a successor Agreement.

**APPENDIX A-1 - SALARY SCHEDULE 2016-17**

**KITTITAS SCHOOL DISTRICT**

**Table Of Total Base Salaries For Certificated Instructional Staff**

**For School Year 2016-17**

\*\*\* Education Experience \*\*\*

<b>Years of Service</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 OR Ph.D.</b>
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 or more					60,493	63,472	60,532	64,429	67,288

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

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

LEAP Document 1 is referenced in the Legislative Final 2015-17 Omnibus Operating Budget.

**APPENDIX B – CO-CURRICULAR SALARY SCHEDULE  
KITTTITAS SCHOOL DISTRICT**

9 <sup>th</sup> Advisor	0.02
10 <sup>th</sup> Advisor	0.02
11 <sup>th</sup> Advisor	0.04
12 <sup>th</sup> Advisor	0.04
Middle School ASB Advisor	0.04
High School ASB Advisor	0.12
6-12 Music	0.08
Elementary Music	0.02
Honor Choir	0.03
Honor Band	0.03
Honor Society	0.02
Yearbook With Class	0.035
Yearbook Without Class	0.1
School Patrol	0.01
Apple Bowl	0.01
Facilities Manager	0.15
Drama (per trimester)	0.0125
After School Art	0.011
Art Shows	0.02

APPENDIX C-1 DANIELSON'S FRAMEWORKS FOR TEACHER EVALUATION

**Danielson Framework for Teaching (2011) Rubrics by Washington State Version 1.1**

<b>Criterion 1: Centering instruction on high expectations for student achievement.</b>			
<b>2b: Establishing a Culture for Learning</b>			
<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<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>
<b>Critical Attributes</b>			
<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>

## 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>

**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”:</p> <p>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>
--	---	--	--

## 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>



**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>



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

**1b: Demonstrating Knowledge of Students**

Unsatisfactory	Basic	Proficient	Distinguished
<p>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.</p>	<p>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>	<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>	<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.</p>

**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>
---	--	--	---

**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>

**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
<p>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).</p>	<p>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).</p>	<p>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).</p>	<p>Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school sta<sup>□</sup>. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).</p>

**Critical Attributes**

<p>Does not establish learning goals(s)</p> <p>Does not specify assessment(s) to monitor progress toward goal(s)</p>	<p>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)</p> <p>Goals may be missing one or more of the following qualities: specific, measurable, and time-bound.</p> <p>Goals are not based on prior available student learning.</p> <p>Gals partially aligned to content standards.</p> <p>Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval and content standard(s)</p> <p>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.</p>	<p>Identification of subgroups uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable)</p> <p>Goals are specific, measurable, and time-bound.</p> <p>Based on multiple sources of available data that reveal prior student learning.</p> <p>Goals aligned to content standards.</p> <p>Grain size of goal is appropriate for the context, instructional interval and content standard(s).</p> <p>Goal demonstrates a significant impact on student learning of content (transferable skills) within the content area</p> <p>Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.</p>	<p>In addition to the characteristics of “proficient”:</p> <p>Established multiple two-way communication paths to collaborate with families, students, and/or other staff to establish goals specific to individual learning needs.</p> <p>Students reflect on their own learning and articulate their understanding of their goals and progress toward goals.</p>
--	---	---	--

**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)**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<p>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</p>	<p>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</p>	<p>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</p>	<p>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.</p>

**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>

**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>

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

**1d: Demonstrating Knowledge of Resources**

Unsatisfactory	Basic	Proficient	Distinguished
<p>Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
<b>Critical Attributes</b>			
<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>



**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>
--	--	---	--



**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>
<b>Critical Attributes</b>			
<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>

**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>
---	---	---	---

**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>
---	---	---	--

**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>
<b>Critical Attributes</b>			
<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>

**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>

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

**3d: Using Assessment in Instruction**

Unsatisfactory	Basic	Proficient	Distinguished
<p>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.</p>	<p>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.</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. 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.</p>	<p>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.</p>

**Critical Attributes**

<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>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.</p>
---	--	---	--



**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>

**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
<p>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).</p>	<p>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).</p>	<p>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).</p>	<p>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).</p>
Critical Attributes			
<p>Does not establish student learning goals</p> <p>Does not specify assessment(s) to monitor progress toward goal(s)</p>	<p>Goals may be missing one or more of the following qualities: specific, measurable, and time-bound</p> <p>Goals are not based on prior available student learning</p> <p>Goals are partially aligned to content standards</p> <p>Grain size of goal may be missing one or more of the following: appropriate for the context, instructional interval, and content standard(s)</p> <p>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.</p>	<p>Goals are specific, measurable, and time-bound</p> <p>Based on multiples sources of available data that reveal prior student learning</p> <p>Goals are aligned to content standards</p> <p>Grain size of goal is appropriate for the context, instructional interval, and content standard(s)</p> <p>Goal demonstrates a significant impact on student learning (transferable skills) within the content area</p> <p>Identifies formative and summative measures aligned to learning targets to monitor progress toward goals.</p>	<p>In addition to the characteristics of “proficient”:</p> <p>Effort to communicate (two-way)/collaborates with other staff, families, and/or students to establish goals specific to whole class learning needs.</p> <p>Students articulate their understanding of their goals and progress toward goals.</p>



**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
<p>Growth or achievement data from at least two points in time shows no evidence of growth for most students.</p>	<p>Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.</p>	<p>Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.</p>	<p>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.</p>

**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>
<b>Critical Attributes</b>			
<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. 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>

**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 oversees 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>
---	---	--	--

**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>
---	--	---	---

**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>

**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>
--	--	--	---

APPENDIX C-2 - TEACHER EVALUATION – STUDENT GROWTH GOAL SETTING

# Kittitas School District

## Student Growth Report

Teacher Name:	Grade Level/Subject:
Select Criterion:	Subgroup (3) _____ Class (6) _____ Team (8) _____

Goals and timelines:

Assessments to be used:

Results:

Reflection:

---

Teacher

---

Date

---

Evaluator

---

Date

**APPENDIX C-3 - OBSERVATION WORKSHEET & REPORT - CLASSROOM TEACHERS**

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK  
COMPREHENSIVE TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

<b>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>2b Establishing a Culture for Learning</b>					
<b>3a Communicating with Students</b>					
<b>3c Engaging Students in Learning</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 2: Demonstrating Effective Teaching Practices</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>3b Using Questioning and Discussion Techniques</b>					
<b>4a Reflecting on Teaching</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 3: Recognizing Individual Student Learning</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>1b Demonstrating Knowledge of Students</b>					
<b>3e Demonstrating Flexibility and Responsiveness</b>					
<b>3.1 Establish Student Growth Goal(s)</b>					
<b>3.2 Achievement of Student Growth Goal(s)</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>



<b>1a Demonstrating Knowledge of Content and Pedagogy</b>					
<b>1c Setting Instructional Outcomes</b>					
<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>2a Creating an Environment of Respect and Rapport</b>					
<b>2c Managing Classroom Procedures</b>					
<b>2d Managing Student Behavior</b>					
<b>2e Organizing Physical Space</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>1f Designing Student Assessments</b>					
<b>3d Using Assessment in Instruction</b>					
<b>4b Maintaining Accurate Records</b>					
<b>6.1 Establish Student Growth Goal(s)</b>					
<b>6.2 Achievement of Student Growth Goal(s)</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 7: Communicating and Collaborating with Parents and the School Community</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>4c Communicating with Families</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
4d Participating in a Professional Community					
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Additional Overall Comment (if needed):**

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(1) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection      Type 3 or 6** \_\_\_\_\_

Criteria 1: Centering Instruction On High Expectations For Student Achievement.	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
<b>2b Establishing a Culture for Learning</b>					
<b>3a Communicating with Students</b>					
<b>3c Engaging Students in Learning</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(2) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection**      **Type 3 or 6** \_\_\_\_\_

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
<b>3b Using Questioning and Discussion Techniques</b>					
<b>4a Reflecting on Teaching</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(3) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection**      **Type 3**

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
1b Demonstrating Knowledge of Students					
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(4) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection**

**Type 3 or 6**

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
1a Demonstrating Knowledge of Content and Pedagogy					
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Other Criteria Comment (if applicable):</b>					

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(5) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection**

**Type 3 or 6**

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
2a Creating an Environment of Respect and Rapport					
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(6) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

**Student Growth Selection**

**Type 6**

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
<b>1f Designing Student Assessments</b>					
<b>3d Using Assessment in Instruction</b>					
<b>4b Maintaining Accurate Records</b>					
<b>6.1 Establish Student Growth Goal(s)</b>					
<b>6.2 Achievement of Student Growth Goal(s)</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

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





**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK  
FOCUS(8) TEACHER OBSERVATION**

Teacher:	Evaluator:
Grd Level/Subject:	Date Pre-Conference:
Date/Time of Observation:	Date Post-Conference:

<b>Student Growth Selection</b>	<b>Type 8</b>
---------------------------------	---------------

<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>4d Participating in a Professional Community</b>					
<b>4e Growing and Developing Professionally</b>					
<b>4f Showing Professionalism</b>					
<b>8.1 Establish Team Student Growth Goal(s)</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Other Criteria Comment (if applicable):**

_____ <i>Evaluator</i>	_____ <i>Date</i>	_____ <i>Employee</i>	_____ <i>Date</i>
---------------------------	----------------------	--------------------------	----------------------

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

## APPENDIX C-6 – NON-CLASSROOM TEACHER OBSERVATION

### KITTITAS SCHOOL DISTRICT NON-CLASSROOM TEACHER OBSERVATION

Teacher:	Evaluator:
Position/Title:	Date of Conference:

Criteria 1: Knowledge and Scholarship in Special Field	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
<b>1.1 Provides a theoretical rationale for the use of various procedures</b>					
<b>1.2 Demonstrates understanding of the basic principles of human growth and development</b>					
<b>1.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals</b>					
<b>1.4 Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

Criteria 2: Specialized Skills	Unsatisfactory	Basic	Proficient	Distinguished	Not Observed
<b>2.1 Designs and conducts a program providing specific and unique services within the individual's specific discipline</b>					
<b>2.2 Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student</b>					
<b>2.3 Administers assessment procedures or organizes and prepares those who will administer assessment procedures</b>					
<b>2.4 Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program</b>					
<b>2.5 Develops goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and service</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 3: Management of Special and Technical Environment</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>3.1 Selects or recommends testing and non-testing devices, materials, or equipment appropriate to student needs.</b>					
<b>3.2 Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc</b>					
<b>3.3 Uses comparative and interpretive data</b>					
<b>3.4 Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school District policies</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 4: The Support Person as a Professional</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>
<b>4.1 Demonstrates awareness of the law as it relates to area of specialization</b>					
<b>4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area</b>					
<b>4.3 Demonstrates commitment to school and professional activities (attendance at local District and state meetings, consortium activities, participation on special committees, etc</b>					
<b>4.4 Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study</b>					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 5: Involvement in Assisting Pupils, Parents, and Educational Personnel</b>	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>	<b>Not Observed</b>

5.1 Consults with other employees, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs					
5.2 Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs for some students					
5.3 Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications					

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

**Additional Overall Comment (if needed):**

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

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

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

<b>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>2b Establishing a Culture for Learning</b>					
<b>3a Communicating with Students</b>					
<b>3c Engaging Students in Learning</b>					
<b>Totals</b>	0	0	0	0	0
	3 - 4	5-6	7-10	11 - 12	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 2: Demonstrating Effective Teaching Practices</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>3b Using Questioning/Prompts and Discussion</b>					
<b>4a Reflecting and Teaching</b>					
<b>Totals</b>	0	0	0	0	0
	2	3 - 4	5 - 6	7 - 8	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 3: Recognizing Individual Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1b Demonstrating Knowledge of Students</b>					
<b>3e Demonstrating Flexibility and Responsiveness</b>					
<b>3.1 Establish Student Growth Goal(s)</b>					
<b>3.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	0	0	0	0	0
	4-5	6-8	9-13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>					

<b>1c Setting Instructional Outcomes</b>					
<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					
<b>Totals</b>	0	0	0	0	0
	4-5	6-8	9-13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>2a Creating an Environment of Respect and Rapport</b>					
<b>2c Managing Classroom Procedures</b>					
<b>2d Managing Student Behavior</b>					
<b>2e Organizing Physical Space</b>					
<b>Totals</b>	0	0	0	0	0
	4-5	6-8	9-13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1f Designing Student Assessments</b>					
<b>3d Using Assessment in Instruction</b>					
<b>4b Maintaining Accurate Records</b>					
<b>6.1 Establish Student Growth Goal(s)</b>					
<b>6.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	0	0	0	0	0
	5-7	8-11	12-16	17 - 20	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					
<b>Criteria 7: Communicating and Collaborating with Parents and the School Community</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>4c Communicating with Families</b>					
<b>Totals</b>	0	0	0	0	0
	1	2	3	4	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					
<b>Comment:</b>					

<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4		
<b>4d Participating in a Professional Community</b>						
<b>4e Growing and Developing Professionally</b>						
<b>4f Showing Professionalism</b>						
<b>8.1 Establish Team Student Growth Goal(s)</b>						
Totals	0	0	0	0	0	
	4-5	6-8	9-13	14 - 16		
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.						
<b>Comment:</b>						
FINAL SUMMARY					Criteria Score	
<b>Criteria 1: Centering Instruction On High Expectations For Student Achievement.</b>						
<b>Criteria 2: Demonstrating Effective Teaching Practices</b>						
<b>Criteria 3: Recognizing Individual Student Learning</b>						
<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>						
<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>						
<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>						
<b>Criteria 7: Communicating and Collaborating with Parents and the School Community</b>						
<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>						
Total					<b>0</b>	
<b>Preliminary Summative Rating:</b>	Unsatisfactory 8 - 14	Basic 15 - 21	Proficient 22 - 28	Distinguished 29 -32		
<b>Preliminary Overall Rating</b>						
Student Growth	3.1	3.2	6.1	6.2	8.1	<b>Total</b>
	0	0	0	0	0	<b>0</b>
		Low	Average	High		
		5 - 12	13 - 17	18 - 20		Student Growth Rating

**Final Teacher Rating Matrix**

	Unsatisfactory	Basic	Proficient	Distinguished
High	N/C	N/C	N/C	N/C
Average	N/C	N/C	N/C	N/C
Low	N/C	N/C	N/C	Proficient

Based on artifacts collected and observations done on the following dates:

\_\_\_\_\_ has an overall rating  
of \_\_\_\_\_

\_\_\_\_\_  
Teacher name



---

*Evaluator*

*Date*

*Teacher*

*Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*





**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK  
FOCUS(3) TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

**Student Growth Selection** Type 3 \_\_\_\_\_ 3 \_\_\_\_\_

<b>Criteria 3: Recognizing Individual Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>1b Demonstrating Knowledge of Students</b>					
<b>3e Demonstrating Flexibility and Responsiveness</b>					
<b>3.1 Establish Student Growth Goal(s)</b>					
<b>3.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	0	0	0	0	0
	4-5	6-8	9-13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Student Growth</b>	3.1	3.2			<b>Total</b>
	0	0			<b>0</b>
	Low	Average	High		
	2 - 3	4 - 6	7 - 8	<b>Student Growth Rating</b>	

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_  
*Evaluator Date Teacher Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(4) TEACHER EVALUATION**

Teacher: \_\_\_\_\_

Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

**Student Growth Selection**      Type 3 or 6 \_\_\_\_\_

<b>Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguishe d 4</b>	
<b>1a Demonstrating Knowledge of Content and Pedagogy</b>					
<b>1c Setting Instructional Outcomes</b>					
<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					
<b>.1 Establish Student Growth Goal(s)</b>					
<b>.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	6-8	9-13	14-19	20-24	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Student Growth</b>	<b>.1</b>	<b>.2</b>		<b>Total</b>
	0	0		<b>0</b>
	Low	Average	High	
	2 - 3	4 - 6	7 - 8	<b>Student Growth Rating</b>

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_                                  \_\_\_\_\_                                  \_\_\_\_\_                                  \_\_\_\_\_  
*Evaluator                                  Date                                  Teacher                                  Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK  
FOCUS(5) TEACHER EVALUATION**

Teacher: \_\_\_\_\_

Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

**Student Growth Selection** Type 3 or 6 \_\_\_\_\_

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>2a Creating an Environment of Respect and Rapport</b>					
<b>2c Managing Classroom Procedures</b>					
<b>2d Managing Student Behavior</b>					
<b>2e Organizing Physical Space</b>					
<b>.1 Establish Student Growth Goal(s)</b>					
<b>.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	6-8	9-13	14-19	20-24	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Student Growth</b>	.1	.2		<b>Total</b>
	0	0		<b>0</b>
	Low	Average	High	
	2 - 3	4 - 6	7 - 8	<b>Student Growth Rating</b>

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_ *Evaluator*      \_\_\_\_\_ *Date*      \_\_\_\_\_ *Teacher*      \_\_\_\_\_ *Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(6) TEACHER EVALUATION**

Teacher: \_\_\_\_\_

Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

**Student Growth Selection** Type 6 6

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
<b>Totals</b>	0	0	0	0	0
	5-7	8-11	12-16	17 - 20	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Student Growth	6.1	6.2			Total
	0	0			<b>0</b>
	Low	Average	High		
	2 - 3	4 - 6	7 - 8	<b>Student Growth Rating</b>	

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_  
*Evaluator Date Teacher Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(7) TEACHER EVALUATION**

Teacher: \_\_\_\_\_

Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

**Student Growth Selection** Type 3 or 6 \_\_\_\_\_

<b>Criteria 7: Communicating and Collaborating with Parents and the School Community</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>4c Communicating with Families</b>					
<b>.1 Establish Student Growth Goal(s)</b>					
<b>.2 Achievement of Student Growth Goal(s)</b>					
<b>Totals</b>	0	0	0	0	0
	3 - 4	5-6	7-10	11 - 12	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Student Growth</b>	.1	.2		<b>Total</b>
	0	0		<b>0</b>
	Low 2 - 3	Average 4 - 6	High 7 - 8	<b>Student Growth Rating</b>

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_ *Evaluator*                      \_\_\_\_\_ *Date*                      \_\_\_\_\_ *Teacher*                      \_\_\_\_\_ *Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*



**KITTITAS SCHOOL DISTRICT/DANIELSON FRAMEWORK**  
**FOCUS(8) TEACHER EVALUATION**

Teacher: \_\_\_\_\_

Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date \_\_\_\_\_

**Student Growth Selection** Type 8 \_\_\_\_\_

<b>Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
<b>4d Participating in a Professional Community</b>					
<b>4e Growing and Developing Professionally</b>					
<b>4f Showing Professionalism</b>					
<b>8.1 Establish Team Student Growth Goal(s)</b>					
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	4-5	6-8	9-13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Student Growth</b>		.2		<b>Total</b>
		0		<b>0</b>
	Low	Average	High	
	1	2 - 3	4	<b>Student Growth Rating</b>

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_  
*Evaluator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Teacher*

\_\_\_\_\_  
*Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**APPENDIX C-7 - EVALUATION REPORT - CERTIFICATED SUPPORT PERSONNEL**

**KITTITAS SCHOOL DISTRICT**  
Non-Classroom Teacher Evaluation

Teacher: \_\_\_\_\_

Position: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Criteria 1: Knowledge and Scholarship in Special Field</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>1.1 Provides a theoretical rationale for the use of various procedures</b>					
<b>1.2 Demonstrates understanding of the basic principles of human growth and development</b>					
<b>1.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals</b>					
<b>1.4 Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services</b>					
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	4 - 5	6 - 8	9 - 13	14 - 16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Criteria 2: Specialized Skills</b>	<b>Unsatisfactory 1</b>	<b>Basic 2</b>	<b>Proficient 3</b>	<b>Distinguished 4</b>	
<b>2.1 Designs and conducts a program providing specific and unique services within the individual's specific discipline</b>					
<b>2.2 Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student</b>					
<b>2.3 Administers assessment procedures or organizes and prepares those who will administer assessment procedures</b>					
<b>2.4 Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program</b>					
<b>2.5 Develops goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and service</b>					

Totals	0	0	0	0	0
	5 - 7	8 - 11	12 - 16	17 - 20	21 - 25
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Criteria 3: Management of Special and Technical Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3.1 Selects or recommends testing and non-testing devices, materials, or equipment appropriate to student needs.					
3.2 Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc					
3.3 Uses comparative and interpretive data					
3.4 Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school District policies					
Totals	0	0	0	0	0
	4 - 5	6 - 8	9 - 13	14 - 16	17 - 20
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Criteria 4: The Support Person as a Professional	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4.1 Demonstrates awareness of the law as it relates to area of specialization					
4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area					
4.3 Demonstrates commitment to school and professional activities (attendance at local District and state meetings, consortium activities, participation on special committees, etc					
4.4 Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study					
Totals	0	0	0	0	0
	4 - 5	6 - 8	9 - 13	14 - 16	17 - 20

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

<b>Criteria 5: Involvement in Assisting Pupils, Parents, and Educational Personnel</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
5.1 Consults with other employees, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs					
5.2 Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs for some students					
5.3 Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications					
Totals	0	0	0	0	0
	3 - 4	5 - 6	7 - 10	11 - 12	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

FINAL SUMMARY					Criteria Score
Criteria 1: Knowledge and Scholarship in Special Field					
Criteria 2: Specialized Skills					
Criteria 3: Management of Special and Technical Environment					
Criteria 4: The Support Person as a Professional					
Criteria 5: Involvement in Assisting Pupils, Parents, and Educational Personnel					
<b>Total</b>					<b>0</b>
Preliminary Summative Rating:	Unsatisfactory 5 - 7	Basic 8 - 11	Proficient 12 - 16	Distinguished 17 - 20	

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of

*Teacher name*

*Evaluator*

*Date*

*Teacher*

*Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**APPENDIX D - GRIEVANCE REVIEW REQUEST FORM**  
**KITTITAS SCHOOL DISTRICT**

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

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

TO: \_\_\_\_\_  
  Name  Title

Grievant's Name: \_\_\_\_\_

Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Position (or Title): \_\_\_\_\_ School: \_\_\_\_\_

Department: \_\_\_\_\_

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

Step 1 \_\_\_\_\_  
\_\_\_\_\_

Step 2 \_\_\_\_\_  
\_\_\_\_\_

Step 3 \_\_\_\_\_  
\_\_\_\_\_

Step 4 \_\_\_\_\_  
\_\_\_\_\_

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

3. The relief I am seeking is:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX F - JUST CAUS/SEVEN KEY TESTS

*(This Appendix is for guidance only)*

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

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

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

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

## APPENDIX G - Transfer Request Form

Name \_\_\_\_\_

-----

Part A: Must be submitted to the District Office prior to the last paid work day of the school year to be considered for vacant and new positions which may occur the last paid work day of the school year and the first paid work day of the next school year

I wish to apply for any vacant or new position which may arise between the last paid work day of the school year and the first paid work day of the next school year, at the following grade level or subject:

\_\_\_\_\_ Elementary (K-5), Specify grade level(s) \_\_\_\_\_

\_\_\_\_\_ Middle School (6-8), Specify subject area(s) \_\_\_\_\_

\_\_\_\_\_ High School (9-12), Specify subject area(s) \_\_\_\_\_

\_\_\_\_\_ Special Education, Specify assignment desired if available \_\_\_\_\_

\_\_\_\_\_ Other (not listed above) \_\_\_\_\_

\_\_\_\_\_ Co-Curricular Assignment (specify 9<sup>th</sup> advisor, etc.) \_\_\_\_\_

I understand that this form constitutes a formal request for transfer to the above specified position, and that this request shall remain in effect from the last paid work day of the school year and the first paid work day of the next school year.

\_\_\_\_\_  
Signature Date

-----

Part B: This form may be submitted in response to a position posted in-house during the school year. Form is to be submitted to the office or individual designated in the posting, within the time frame specified.

I wish to apply for the following posted position: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

**SIGNATORIES**

For the Kittitas Education Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Kelin Hogg*

CHIEF NEGOTIATOR FOR THE ASSOCIATION

*7-18-16*

DATE

For the Kittitas School Board:

*Patricia Lynn*  
*Walt*  
*Walt*

*Michael*

CHIEF NEGOTIATOR FOR THE DISTRICT

*7/15/16*

DATE