

# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**Peninsula School District No. 401**

**and**

**Peninsula Education Association**

*September 1, 2008 to August 31, 2011*

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## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1. Exclusive Recognition**

Pursuant to Chapter 228, Laws of 1975, the Employer hereby recognizes the Association as the exclusive bargaining representative for all regularly employed full-time or part-time certificated employees, whether under contract or leave, employed by the Employer. Substitute teachers shall not be considered to be regularly employed. Such representation shall exclude the superintendent, deputy superintendent, assistant superintendents, district directors, coordinators, principals, assistant principals, and teaching principals/assistant principals who perform a preponderance of the supervisory acts of authority pursuant to RCW 41.59.020(4)(d).

Substitute employees who work more than twenty (20) consecutive days or thirty (30) cumulative days during the current school year shall be members of the bargaining unit. Pay for substitutes who are members of the bargaining unit shall be determined by the Board of Directors but shall be not less than \$100.00 per day, provided that substitutes who work more than twenty (20) consecutive days shall be paid *no less than* \$120.00 per day for each day worked the remainder of the school year.

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined in this section except that substitute employees shall be covered under the following sections only: Article I, Sections 1.1 (Exclusive Recognition), 1.4 (Distribution of Contract), 1.5 (Savings Clause); Article II (Business); Article III, Section 3.1 (Rights of the Employees); Article V, Sections 5.3 (Workday), 5.4 (Consecutive Minutes), 5.10 (Parking), 5.11 (Collection of Monies), 5.16 A,D,E (Student Discipline), 5.17 (Dispensing of Medication and Medical Functions), and 5.19 (Classroom Visitation); Article VII (Grievance Procedure [for provisions covering substitutes]); Article VIII (Scope of Agreement), Sections 8.1, 8.2, 8.3, 8.5; and Article IX (Duration of Contract).

In addition, after a substitute has worked full days in the same assignment for more than five (5) days, that employee shall be guaranteed usual and customary planning time for as long as they continue in such position.

### **Section 1.2. Rights of the Employer**

The management of the district and the direction of the work force is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of the Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

### **Section 1.3. Contract Compliance**

All individual employee contracts shall be subject to and consistent with Washington State Law and terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Employer and the Association. No individual employee contract shall be inconsistent with the terms of the Agreement.

### **Section 1.4. Distribution of Contract**

Within sixty (60) days following ratification and signing of this Agreement, the Employer shall print and distribute copies to all employees in the bargaining unit. Thirty (30) additional copies shall be provided each year of the Agreement to the Association. All bargaining unit employees new to the district shall be provided a copy of the contract by the Employer upon issuance of their individual contracts.

### **Section 1.5. Savings Clause**

The Employer and the Association agree that this Agreement shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby and the Employer and the Association

shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

## **ARTICLE II - BUSINESS**

### **Section 2.1. Payroll Deduction**

A. The Employer shall provide the automatic payroll deductions of membership dues on behalf of the Association. The Association shall provide an automatic payroll deduction authorization form to each employee. The employee shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once an employee has signed the automatic payroll authorization, dues deductions shall commence therewith. The Association shall submit the automatic payroll authorization to the district payroll office for processing in accordance with established payroll schedules. A table of prorated annual dues shall be supplied to the district payroll office by the Association to determine monthly dues deductions. The District will notify the Association of eligible substitutes on a monthly basis.

The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of, or by reason of any action that shall be taken by the Employer for the purposes of complying with the foregoing provisions of this section, provided such action has been authorized by the employee and such authorization has not been rescinded in writing to the Employer.

B. The Employer shall upon receipt of written authorization from an employee deduct from the employee's salary and make appropriate remittance for plans or programs jointly approved by the Association and the Employer which may include insurance plans, tax sheltered annuities, credit unions, savings bonds, and/or charitable donations.

### **Section 2.2. Travel Expenses and Use of Private Automobile**

A. Reimbursement for mileage and certain other expenses will be provided to those employees whose travel is a regular and recurring part of their job responsibility. Use of private vehicles on authorized school business shall be eligible for reimbursement at the maximum rate authorized for such purpose by the Internal Revenue Service.

B. It is agreed and understood that the district's liability coverage is extended to employees only when they are on approved district business in district owned and insured vehicles. District insurance policies do not extend coverage to the privately owned automobiles of employees; but should the Employer by agreement engage the services of such automobiles for regular use in approved district activities, then in connection with these activities the Employer will procure automobile liability coverage for owner and district on a similar basis as provided for district owned vehicles. In addition, it is required that vehicles must contain fire extinguishers and first aid kits. If any employee's vehicle lacks such equipment, the Employer shall provide them for the employee to use to meet these requirements.

### **Section 2.3. Staff Protection**

Employees covered by this Agreement are considered additional insureds and are afforded protection under the district's comprehensive liability policy. This protection is valid so long as employees are functioning within the recognized scope of their job responsibilities. Such liability coverage is extended to protect against bodily injury, personal property and damage to property of others except that of other district employees. The Employer will also provide insurance coverage sufficient to pay for the loss or damage of personal property of employees while such employees are engaged in the maintenance of order and discipline thereof.

The employer shall provide an annual explanation to employees of the limitations of District insurance coverage for automobile damage and personal property loss at school.

### **Section 2.4. Association Rights**

A. The Association shall be entitled to use school bulletin board space, interschool and intraschool mail service, duplicating machines, e-mail, and school facilities for meetings and shall have access to district buildings and to bargaining unit members, using the normal procedures for appointment, provided that there is no disruption of the educational program or additional cost to

the Employer. The Association will hold the Employer harmless for all liability and costs of attorney fees in defending the legality of this section.

B. Upon request, the Employer shall make available to the Association information needed to assist the Association in performing its representation responsibilities. Such information shall be in the same form as available to the general public or for normal administrative use.

C. The Association shall have the right of access to any and all personnel information required to fulfill representation responsibilities, provided concurrence has been granted by the individual employee.

D. The Association shall be given the names of all new bargaining unit employees at the time they commence work for the Employer. An Association representative shall be allowed access to new bargaining unit employees for the purpose of presenting Association programs so long as it does not interfere with the other employee's work or interfere with the educational process.

E. In order to establish an orderly procedure for the review of matters covered by this Agreement and the general employee/employer relations, there is hereby established a formal and permanent joint District/Association Committee (DAC), consisting of three to five Association representatives appointed by the Association and three to five representatives appointed by the Employer. This Committee will be responsible for all matters appropriate for resolution between the Association and the Employer.

Meetings of the District/Association Committee (DAC) will be scheduled on a monthly basis. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time, but not later than three (3) working days from the date the request is made. Such requests will be in writing and will contain the items of concern. Minutes of such meetings shall be distributed to all participants, the Association president and the District superintendent.

F. Employees mutually scheduled by the Employer and the Association to participate during working hours in negotiations, grievance processing, or arbitration hearings, shall suffer no loss of pay for being present at such conferences or hearings.

The Employer shall provide up to three (3) witness release days per hearing, if needed. Any additional Association called witness release cost shall be paid by the Association.

G. The Association will reimburse the Employer on a monthly basis for the president's annual contracted base salary and stipend.

H. Nothing in this Agreement will detract or negate any and all rights and benefits that would have accrued to the president had he/she been working on a regular full-time basis. Upon termination of the president's release time, and subject to the provisions of this Agreement, the Employer shall return the president to the position held just prior to the year's release, if available, or to an alternate mutually agreed upon position.

I. Maintenance of Membership - An employee who was a member of the Association as of June 1, 1980, shall thereafter maintain his or her membership in good standing in the Association during the life of this contract or pay an agency shop fee equivalent to the dues of the Association, pursuant to Chapter 41.59 RCW. New employees who fail to authorize payroll deductions will have the agency shop fee deducted from their salary and paid to the Association, pursuant to Chapter 41.50 RCW.

Individuals who were employees of the district but not members of the Association on June 1, 1980, shall be exempted from the Maintenance of Membership provisions of this section. Such exemptions shall continue for the duration of this Agreement. If said employee joins the Association or chooses to pay an agency shop fee, said employee shall remain a member in good standing or pay an agency fee for the life of this Agreement.

J. Association leave of thirty-five (35) days per year shall be granted. The Association shall reimburse the Employer for the cost of substitutes for such leave.

### **ARTICLE III - PERSONNEL**

#### **Section 3.1. Rights of Employees**

A. The Employer and the Association agree that they shall not interfere with the right of any employee to become a member of the Association if he or she desires, or to refrain from Association membership. Neither the Employer nor the Association shall discriminate against any employee because of his or her membership or non-membership in the Association.

B. The Employer recognizes the right of all employees to be free to join the Association and to participate in lawful concerted Association activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee exercising his or her protected rights on behalf of the Association. The Association agrees that neither its representatives nor its members will intimidate, coerce, or discriminate against any employee in any manner at any time.

C. It is agreed that nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations.

D. The parties agree that there shall be no discrimination against any employee because of race, ethnicity, sex, age, religion, domicile, sexual orientation, or political activity in the administrative application of the terms of this Agreement. The parties agree to comply with federal and state anti-discrimination laws.

E. **Personnel Records** - Employees shall, upon request, have the right to review all contents of their complete personnel records kept with the Employer. Upon written request from the individual employee, a copy of any document contained therein shall be afforded the employee at the Employer's expense. Anyone, at the employee's request, may be present at this review.

At any time, with mutual consent, any material will be removed from his/her personnel records.

Upon written request by the employee, the superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

Upon written request from an employee, any derogatory material, other than the evaluation in the district file, more than three (3) years old shall be removed from his/her personnel records, unless otherwise prohibited by law.

Each employee's personnel records shall contain three (3) files:

1. **District File**

- a. The district file shall be located at the district office.
- b. The district file shall contain evaluation file material (consistent with 2 below) and working file material (consistent with 3 below).

2. **Evaluation File**

- a. The evaluation file shall be maintained in the office of the employee's principal/supervisor during the academic year. The evaluation files for prior years shall be maintained in the Human Resources Office.
- b. The evaluation file may contain the following written documents: Pre-evaluation Conference(s); First Observation; Second Observation; Supplemental Observation(s); Post-observation Conference and the Final Evaluation(s) of the current and previous school year.
- c. The evaluation file shall not contain any other written material.

3. **Working File**

A working file containing other than routine administrative documents and documents pertaining to evaluation may be maintained at the office of the employee's principal/supervisor subject to the following procedures:

- a. No information will be placed in the working file without notification to the employee concerned.
- b. Employees will be notified within ten (10) working days of receipt of any written materials from any source which is placed in the working file and which may be used as the basis for potential disciplinary action during the current school year.
- c. Signing of file copies shall mean only that the employee had the opportunity to respond to it. Signing does not mean that the employee agrees with the contents.
- d. Employees may append a written response to the file copy as an attachment.
- e. The contents of this file shall be limited to matters and events occurring during the current school year.
- f. **At the end of each academic year, all materials shall be destroyed or maintained in the personnel records at the district office.**

## **Section 3.2. Evaluation Procedures**

### **A. Intent**

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment with clear performance expectations. It is anticipated and expected that staff will have room for improving performance.

### **B. Evaluation Forms and Appendices**

The Learning & Teaching Standards for Quality Professional Practice and the evaluation forms contained in appendices are, by this reference, made a part of this Agreement.

### **C. Employees on Level 1 and 2**

Employees who have four (4) consecutive years of satisfactory evaluations, the last two (2) of which have been in the Peninsula School District, shall be on Level 2 of the evaluation system, unless provided notice pursuant to paragraph D below. All other employees shall be on Level 1.

### **D. Returning an Employee to Level 1**

The employee's evaluating supervisor may at any time return a Level 2 employee to Level 1 by completing each of these four steps: (1) providing informal, preliminary written notice to the employee of the performance concern and the administrator's evidence supporting the concern; (2) holding a conference with the employee to discuss the concern and desired level of performance; (3) within ten (10) school days of the conference, completing Formal Observation Form C (teacher) or G (ESA) based on an observation of at least 30 minutes in length, and other relevant data, identifying the standards not satisfactorily met by the employee; and (4) providing formal written notice to the employee and the Association of the decision to return the employee to Level 1 during the current school year, or at the beginning of the following school year. An employee returned to Level 1 may return to Level 2 after receiving a satisfactory annual evaluation with no "unsatisfactory" areas identified.

### **E. Process for Employees on Level 1**

1. Employees on Level 1 shall meet with their evaluating administrator to review the evaluation process and job expectations prior to the end of September.

2. Employees shall complete the Self-Evaluation Form A (teacher) or Form F (ESA), and complete the Professional Goals Worksheet Form B. Employees also shall hold a conference with the administrator to review the self-assessment and set goals based on the Learning & Teaching Standards for Quality Professional Practice by October 15. Each employee must have at least one professional goal. There is no maximum number of professional goals expected, and the goals do not have to be based on the school improvement plan (SIP). If an employee has any criteria rated as "approaches standard" or "unsatisfactory" on the prior annual evaluation, the employee shall incorporate related goals on the Professional Goals Worksheet Form B.

3. Employees will be formally observed in the performance of professional duties at least twice during the school year for a minimum of sixty (60) cumulative minutes prior to completion of the Level 1 Summary Report Form D (teacher) or H (ESA). At least one formal observation shall be a minimum of thirty (30) minutes. The administrator shall schedule with the employee and conduct the initial formal observation within the first ninety (90) calendar days of the employee's annual employment period.

4. Each formal observation shall include a pre-conference with the employee to apprise the evaluator of the employee's objectives, methods and materials planned for the observed activities. Following each formal observation or series of observations, the evaluator shall promptly document the results in writing on Formal Observation Form C (teacher) or G (ESA) within three (3) working days of the observation and shall provide the employee with a copy within three (3) working days of the completion of the written report. Either the evaluator or the employee may require a post-observation conference.

5. In addition to formal observations described above, the evaluator may conduct other informal observations and/or gather other data relevant to the Learning & Teaching Standards for Quality Professional Practice, provided that employees are given notice of such data before it may

be included in Level 1 Summary Report D (teacher) or H (ESA). All monitoring or observation of the work performance of an employee shall be conducted openly.

6. Throughout the school year, employees shall informally gather evidence to document progress toward goals (e.g., student work, unit plans, classroom newsletters, press releases, videos). Prior to May 15, the administrator and employee shall meet to review evidence and progress toward goals, and a draft Level 1 Summary Report Form D (teacher) or H (ESA).

7. A final copy of the Level 1 Summary Report Form D (teacher) or H (ESA) shall be completed, signed and forwarded to the Human Resources Office, the building file and the employee by May 31. The signature of the employee does not necessarily imply that the employee agrees with the contents of the evaluation report. An employee may submit written comments regarding the evaluation report which will become part of the official evaluation report.

8. In the event an evaluation report identifies an “unsatisfactory” area in one or more categories defined in the Learning & Teaching Standards for Quality Professional Practice, the administrator shall either (a) recommend the employee for probation pursuant to state law; or (b) develop a written plan for corrective action designed to remedy the recorded deficiencies. Such plan shall include specific recommendations regarding time, resources and services available for assistance to the employee and expectations and requirements placed on the employee for improvement. Tuition for required courses or workshops shall be a district expense. The evaluator and the employee shall first attempt to develop such a plan by mutual agreement. If no plan is agreed upon, the evaluator shall determine the plan. Any improvement observed after implementation of the plan shall be noted on the Level 1 Evaluation Form D (teacher) or H (ESA).

9. When it is determined that an employee’s overall performance in his or her primary work assignment is unsatisfactory, the immediate supervisor may recommend probation pursuant to the appropriate state statutes. (See RCW 28A.405.100)

10. Employees shall have the right to appeal any part of this evaluation process to the evaluator’s immediate supervisor.

#### **F. Process for Employees on Level 2**

1. Employees shall complete the Self-Evaluation Form A (teacher) or Form F (ESA), and complete the Professional Goals Worksheet Form B. Employees also shall hold a conference with the administrator to review the self-assessment and set goals based on the Learning & Teaching Standards for Quality Professional Practice by October 15. Each employee must have at least one professional goal. There is no maximum number of professional goals expected, and the goals do not have to be based on the school improvement plan (SIP). If an employee has any criteria rated as “approaches standard” or “unsatisfactory” on the prior annual evaluation, the employee shall incorporate related goals on the Professional Goals Worksheet Form B.

2. Employees and administrators shall meet at least once during the year, preferably prior to February 15, to complete the Mid-Year Check portion of Professional Development Plan Summarization Form E (teacher) or I (ESA).

3. Prior to May 15, the employee shall complete and submit the Professional Development Plan Summarization Form E (teacher) or I (ESA) to the employee’s evaluating administrator.

4. By May 31, the evaluator shall schedule and hold a conference with the employee to review progress on goals, and discuss the Professional Development Plan Summarization Form E (teacher) or I (ESA).

5. A final copy of the Professional Development Plan Summarization Form E shall be completed, signed and forwarded to the Human Resources Office, the building file and the employee by May 31.

#### **G. Additional Provisions**

1. No evaluation/observation conference will be used as a forum to discipline
2. While employees may be requested to work with fellow employees to improve instruction, no employee covered by this Agreement shall be expected to evaluate another Association member.

3. Student test scores shall not be used as a basis for evaluating employee performance.

### **Section 3.3. Employee Support Facilities**

A. It is understood by both parties that school cleanliness is everyone's responsibility. The employer shall provide a safe and clean working environment for all employees. Employees will not be expected to perform custodial duties as a part of their job responsibilities. All maintenance and repairs shall be addressed in a timely manner.

B. Facilities shall have adequate ventilation, cooling, temperature control, water, heat, light, and insulation from noise consistent with applicable federal and state statutes.

C. Each school will have the following facilities and equipment for use of employees in that school:

1. Space to store instructional materials, supplies, and personal items (a desk or cabinet may satisfy this section), some of which will be securable;

2. A work area to aid in the preparation of instructional materials and access to equipment and supplies essential to preparation for instructional delivery;

3. A staff lounge/dining room;

4. A telephone area reasonably free from disruption;

5. An available desk, chair and filing cabinet;

6. Carts available for use of teachers assigned to more than one teaching station.

D. If an employee is required to move from one room to another within a work site, that employee will be provided compensation for up to one (1) day at the rate of \$70.00 per day, exclusive of benefits. To be eligible for this payment, individuals must have worked the additional time outside the school day. The building administrator will determine who is eligible for payment and submit a list to the payroll office.

E. If an employee is required to move from one building to another, that employee will be provided compensation for up to two (2) days at the rate of \$70.00 per day, exclusive of benefits. To be eligible for this payment, individuals must have worked the additional time outside the school day. The building administrator will determine who is eligible for payment and submit a list to the payroll office.

F. Upon request from the Association, work stations for non-classroom staff will be reviewed by the itinerant, principal and custodian at the beginning of the year and report results back to DAC.

### **Section 3.4. Orientation of Staff**

If the Employer conducts a formal or annual orientation for new or returning staff, the Association shall have an adequate opportunity for participation. In any event, the Association shall be provided an adequate opportunity during the first week of the scheduled regular work year to communicate Association programs and concerns to members of the bargaining unit.

### **Section 3.5. Salary Payment Method**

A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth of the contracted salary.

B. Payroll checks shall be issued to the employee on the last business day of every month.

C. Enrollment in the Direct Deposit Program is Mandatory.

D. All hours worked in a month by an employee will be paid by the appropriate pay period following completion of the work and the timely receipt of district record information unless the Employer and the employee have arrived at a mutual agreement that pay will commence upon completion of a project.

### **Section 3.6. Individual Contracts**

A. The Employer shall provide each employee a contract in conformity with Washington State Law, State Board of Education regulations and this Agreement.

B. Two (2) copies of the individual employee contract shall be given to the employee at the time for signature. One (1) copy shall be retained by the individual employee at the time of signing the contracts. The original contract shall be returned to the Human Resources Office.

Such contracts will be issued within thirty (30) days after Association ratification and school board approval, if practical.

C. There shall be supplemental contracts for specified cocurricular and supplemental assignments as herein provided. Such appointments to cocurricular special and supplemental assignments shall be for one (1) year and shall be consistent with statutory provisions. Supplemental contracts reflecting such appointments shall be issued no later than two (2) weeks following the assignment. In the event an employee is assigned to a supplemental, special or extracurricular assignment and such employee is to be terminated and/or eliminated for the upcoming year, the employee shall be notified of the fact and the reasons thereof.

### **Section 3.7. Due Process**

A. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing upon request.

B. The Employer agrees to follow a policy of progressive discipline, when appropriate, which may include verbal warnings, written reprimands, and suspension with pay. Further disciplinary action which may include suspension without pay, non-renewal, probation, or discharge will be pursuant to appropriate state statutes.

C. An employee shall have the right to have one individual of his or her choice present when being formally reprimanded or disciplined.

D. No employee shall be disciplined without just cause.

### **Section 3.8. Academic Freedom**

A. Academic freedom shall be guaranteed to all employees within the scope of those areas reasonably relevant to the subject matter of the course being taught. Academic freedom includes the study, discussion, investigation, presentation or interpretation of facts, information, and ideas.

B. Employees shall accept the responsibility of a commitment to the democratic tradition, the rights of students to learn, the pursuit of truth, and a concern for the welfare, growth, and development of students. Employees shall not use the classroom as a public forum to pursue student acceptance of the employee's personal philosophies and ideas. However, employees may voice their opinions of issues under investigation, study or discussion by their students.

C. Employees accept the responsibility to use discretion professionally to meet the needs of students within the scope of Board-adopted curriculum and programs.

### **Section 3.9. First Aid Training**

In addition to a valid appropriate certificate, all employees are encouraged to maintain a current first aid card. The Employer will provide periodic opportunities for such training.

## **ARTICLE IV – LEAVES**

### **Section 4.1. Sick Leave**

A. At the beginning of each school year, each employee shall be credited with an advance sick leave allotment of twelve (12) days. Sick leave with full pay shall be granted pursuant to RCW 28A.400.300 when an employee is (a) unable to perform his/her duties because of personal illness, injury, emergency, or medical or dental appointments which cannot be scheduled outside of school hours; (b) caring for a parent, parent-in-law, spouse, domestic partner or grandparent of the employee who has a serious health condition or emergency condition; or (c) caring for a child of the employee with a serious health condition that requires treatment or supervision.

B. The Employer shall grant up to three (3) days personal leave with full pay per school year. An employee desiring to use such leave shall give at least twenty-four (24) hours advance notice when possible. Each day of personal leave used by an employee shall be deducted from the twelve (12) days and shall not be cumulative. Personal leave days shall not be used on days immediately preceding or following school holidays or vacation periods, nor to extend other leaves, nor during the first or final week of school except for religious holidays or extraordinary family-related events (e.g. weddings or graduations) where scheduling the event is outside the control of

the employee. Sufficient substitutes must be reasonably available for such leave to be granted. (For the 2005-06 school year - see the letter of agreement on page 31.)

C. The Employer shall provide each employee with a monthly report of his/her accumulated sick leave and all transactions concerning his/her sick leave hours/days within the period.

D. Upon return to employment with the district, any former employee shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her employment with the district.

E. Employees who have exhausted their accumulated sick leave and who are unable to perform the duties because of personal illness, maternity, or other disability shall, upon request, be granted additional sick leave without pay for the duration of the current school year. Extensions of such leave for the following school year shall be applied for pursuant to Article IV, Section 4.6 *Leave of Absence*. Application for sick leave without pay and for renewal of sick leave without pay shall be made in writing to the superintendent accompanied by a doctor's verification and estimated time of recovery.

F. An employee shall provide, when requested, reasonable proof of leaves taken for illness and injury after the fourth (4th) consecutive day of leave.

G. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she can cash-out his/her unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation to the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

H. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation to the employee for each four (4) full days accrued sick leave for illness or injury. For the purposes of this paragraph, "eligible employee" shall be defined by WAC 392-136-020.

#### **Section 4.2. Parental Leave**

A. **Maternity Leave** - Such leave shall be granted in accordance with the sick leave provisions if an employee qualifies for such sick leave, pursuant to Section 4.1. If sick leave is exhausted, or if an employee no longer qualifies for such sick leave, the employee may opt to request childcare leave without pay pursuant to subsection D below.

B. **Paternity Leave** - In event of the birth of a child to an employee's spouse on a regular contracted day, the employee will be allowed two (2) days of leave with pay on the specific day of birth or the workdays thereafter. Such leave shall not be accumulated and shall be deducted from sick leave.

C. **Adoptive Leave** - In the event an employee adopts a child, the employee will be allowed two (2) days of leave on the specific day of adoption or the workday thereafter. Such leave shall not be accumulated and shall be deducted from sick leave.

D. **Childcare Leave** - Such leave shall be granted, upon request, as a leave of absence without pay for the duration of the current school year in which the birth or adoption occurred. In the event the birth or adoption occurs during non-contracted days between school years, the employee shall be granted, upon request, a parental leave of absence without pay up to the duration of the subsequent school year. The leave will depend on the availability of qualified staff coverage. The Employer agrees that it will make every effort to find qualified staff coverage.

#### **Section 4.3. Bereavement Leave**

A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, or a member of the employee's household shall be granted.

B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.

C. Such leave shall not be accumulated.

D. If an employee needs more leave than provided in paragraph A or B, the employee shall contact his or her supervising administrator who will process the request for approval.

#### **Section 4.4. Judicial Leave**

In the event an employee subject to this Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the school district, he/she shall receive his/her normal day's pay for each day he/she is required in court. Any compensation received for such service shall be paid to the Employer provided such payment exceeds the employee's bonafide expenses. Such payment shall not apply in matters brought by or against the Employer, unless subpoenaed by the Employer. In the event that the employee is a party (plaintiff or defendant) in court action, a leave of absence shall be granted without pay.

#### **Section 4.5. Professional Conferences and Meetings**

All substitute, travel, and per diem expenses will be paid by the Employer in instances where the employee is requested by the Employer to represent the Employer at professional conferences, meetings, symposia, and seminars. Employees who voluntarily attend such meetings and conferences may be partially reimbursed for attendance at such activities subject to prior approval of the superintendent.

#### **Section 4.6. Leave of Absence**

A. Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the Board of Directors, an employee may be granted an extended leave of absence for a period not to exceed one year. Request is granted only for a specific period of time and, when granted, will be without compensation. Any request for extension of leave will be limited to one additional year and for teaching abroad only.

B. Leave under this section may be granted for:

- a. Teaching abroad (after serving in the District for at least 4 years);
- b. Serious health conditions;
- c. Child care; and
- d. Study and research related to position held (after serving in the District for at

least 4 years).

C. Staff members on approved leaves of absence shall be able to participate in district insurance plans through paying 100% of the costs in a manner specified by the payroll office and as authorized by the insurance carriers. Employees returning from such leaves of absence shall be placed in the position last held or a similar position for which they are qualified, provided there is no reduction in force in effect for the ensuing year, in which case, they shall be placed in the rehire pool (see Section 6.4). If the Employer fails to receive written notice of date of return by an employee on such leave prior to March 15th, no rights to re-employment shall be allowed under this Agreement.

D. The Association shall be furnished a list of employees on temporary contracts.

#### **Section 4.7. Military Leave**

Any bargaining unit employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed force of the United States shall be entitled to and shall be granted military leave of absence for such employment for a period not exceeding fifteen (15) days during each year (October 1 to September 30). Such leave shall be granted in order that the person may take part in active training in such manner and at such time as they may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of efficiency rating, privileges, or pay. Every effort shall be made by the employee to schedule absences outside of the school year.

#### **Section 4.8. Sick Leave Share**

A. As referenced in WAC 392.126.006, employees are granted the right to donate sick leave to come to the aid of another employee who has exhausted his/her sick leave provisions and who is suffering from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition, or who has been called to service in the

uniformed services, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

**Sick Leave** (WAC 392.126.020) means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized in RCW 28A.400.300(2)(c).

As used in this section, the term **extraordinary or severe** means serious or extreme and /or life threatening as authorized in WAC 392.126.065.

**Household members** (WAC 392.126.060) means those persons who reside in the same home as a family unit. This term shall include foster children and legal wards even if they do not live in the household.

B. In no event may an employee request a transfer that would result in his/her sick leave accumulation going below twenty-two (22) days.

C. An employee who has an accumulated sick leave balance of more than twenty-two (22) days may transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing.

D. Such a transfer of leave must be made for the benefit of a designated employee.

E. Transferred days shall be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred.

F. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one hour of the donor to the recipient. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances. In the event the Employer determines that unused shared leave should be returned to leave donors, the Employer shall develop a plan for prorated return of sick leave (WAC 392.126.099).

G. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury and emergencies.

H. Employees are eligible for receiving shared leave when qualifications in subsection A above are met. Application for shared leave shall be made in writing to the superintendent accompanied by a medical doctor's verification. Extensions for the following school year shall be applied for pursuant to Section 4.6.

I. While an employee on leave is transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

J. Additional expenditures for substitutes and benefits costs not reimbursed by state funds will be deducted from the donated sick leave.

K. The District/Association Committee will set up procedures, review the requests, and make final recommendations. This provision will follow the regulations established in WAC 392.126.

#### **Section 4.9. Family and Medical Leave Act**

A. The District will comply with the FMLA pursuant to the school district policy.

### **ARTICLE V - WORKING CONDITIONS**

#### **Section 5.1. Work Year**

The work year shall be one hundred eighty-two (182) days.

#### **Section 5.2. Responsibility Stipends and Building Professional Days**

##### **A. Intent**

1. The focus of an educator's job has changed in recent years from one defined by time expectations to one that emphasizes responsibility and accountability. The amount of time and effort required to ensure student success will vary by student, assignment, and teacher. Our educational community is accountable for student learning regardless of the amount of time and effort required. The District and Association, therefore, have decided to allocate District resources in a manner that compensates employees for accepting additional responsibilities outside of the basic contract rather than for simply working specific hours or days (Part B below).

2. Improving student learning requires an articulated, student-centered curriculum and a common focus of a building's staff on the goals and plans to implement this curriculum. Such focus requires leadership and coordination of plans across an entire school building and across the District. The District and Association, therefore, have decided to allocate District resources in a manner that compensates employees for learning and implementing the articulated curriculum as focused and coordinated by the District leadership (Part C below).

#### **B. Enhanced Responsibility Stipend**

1. It is more efficient for employees and the District, and it enhances student learning, to have employees complete certain additional responsibilities outside of the base contract day and work year. Each employee will have the option of accepting an enhanced responsibilities stipend that compensates the employee who chooses this option for providing a professionally responsible level of services in the following areas beyond the basic contract:

- a. preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. participation in self-selected goal setting and related professional growth activities such as workshops, classes, conferences, seminars, or research projects;
- c. participation in a reasonable and equitable number of department and building task forces, committees and building goal activities;
- d. individualized/additional instruction or service to particular students or groups of students; and
- e. fulfillment of additional contract expectations that fall outside the regular work day such as student assessments, adaptation of instruction and curriculum, participation in meetings regarding students with special needs (such as IEP meetings) as may be appropriate to the employee's assignment and not otherwise compensated, and communication with parents and students.

2. The District shall issue a supplemental contract for these responsibilities prior to June 30th. The employee shall return a copy of the contract within fourteen (14) calendar days of receipt. The employee shall verify completion of these responsibilities on the proper form at the end of the year.

3. Compensation for these supplemental responsibilities shall be calculated by multiplying the employee's per diem rate by 18 for 2008-09, 19 for 2009-10 and 2010-11. For the 2008-09 school years, the stipend amount produced by the per diem calculation shall be increased by \$650 for employees with 23 to 29 years experience and \$1050 for employees with 30 years or more experience. For the 2009-10 school year, the stipend amount produced by the per diem calculation shall be increased by \$700 for teachers with 24 to 29 years experience and \$1050 for employees with 30 years or more experience. For the 2010-11 school year, the stipend amount produced by the per diem calculation shall be increased by \$350.00 for teachers with 20-24 years experience, \$700 for teachers with 25 to 29 years experience and \$1050 for employees with 30 years or more experience. Years of experience shall be measured using the state's rules for the Salary Allocation Model. The stipend will be paid in twelve equal monthly installments beginning in September. A part-time employee will receive a pro rata share of this stipend based on the employee's full-time equivalency (FTE).

#### **C. Building Professional Days**

1. For the 2008-09 and 2009-10 school years, each Employee shall have the option of working three (3) Building Professional Days that will be used to improve student learning. Site Councils and/or school improvement teams and the building principal, working together, will develop a plan for Building Professional Days including implementation time. Two of these days shall be scheduled on non-student work days on the school calendar and one (1) of these days will be scheduled as seven and one-half (7.5) flexible hours of professional work outside of the regular work day and work year as such meets the needs of the particular activities planned by the building. The building will schedule a total of seven and one-half (7.5) hours of individual and team implementation time on the building professional days and/or Learning Improvement Days.

2. For the 2010-11 school year, each Employee shall have the option of working four (4) Building Professional Days that will be used to improve student learning. Site Councils and/or school improvement teams and the building principal, working together, will develop a plan for Building Professional Days including implementation time. Three of these days shall be scheduled

on non-student work days on the school calendar and one (1) of these days will be scheduled as seven and one-half (7.5) flexible hours of professional work outside of the regular work day and work year as such meets the needs of the particular activities planned by the building. The building will schedule a total of seven and one-half (7.5) hours of individual and team implementation time on the Building Professional Days and/or Learning Improvement Days.

3. When planning activities for these days, the building shall consider the relevancy of the activities to the assignments of all certificated employees in the building, including ESA certificated employees and other specialists, and may choose to plan or approve alternative activities for individuals or subgroups. Examples of activities which the building may choose to plan on these days include, but are not limited to, staff development, classes, instruction and curriculum planning, student assessment, department, grade level, or vertical collegial planning, and communication or planning of district procedures, changes and strategic goals.

4. Employees who choose to participate in the planned activities on these days will document their participation on an attendance sheet. Compensation for these days will be at the Employee's per diem rate of pay and paid in the July paycheck. A part-time Employee is eligible to work a pro rata share of these days based on the Employee's full-time equivalency (FTE).

### **Section 5.3. Workday**

The workday shall not exceed seven and one-half (7.5) hours per day inclusive of a thirty (30) minute duty-free lunch period. Such day shall normally commence one-half hour before the instructional day observed by the individual school, but may vary by mutual agreement between the employee and the building administrator.

Certain responsibilities need to be balanced during an ESA employee's work day/work week. They include student assessment, direct service to students, planning, report writing, IEP/teacher/paraprofessional consultation, lunch and travel.

### **Section 5.4. Consecutive Minutes**

An employee shall not be required to teach more than one hundred eighty (180) consecutive minutes without a break or lunch or recess.

While the five minute passing time may be considered a break, secondary principals will attempt to schedule teachers so that planning periods or lunch periods are provided to avoid teaching more than three (3) consecutive periods.

### **Section 5.5. Preparation Periods**

A. Each middle school and high school teacher shall normally be provided with a daily preparation period equivalent to a class period.

B. Full-time secondary classroom teachers who have been assigned teaching duties in two buildings which require travel during the regular school day shall be considered to have additional duties equivalent to what each would have done during the regular school day. Compensation for such duties shall be at their per diem rate of pay for forty (40) minutes per day. Less than full-time secondary classroom teachers shall receive compensation on a pro rata basis to their FTE.

In lieu of such pay, the teacher and the superintendent (or designee) may mutually agree to assignment of one less teaching period instead of the above compensation.

C. The individual total elementary teacher preparation time shall normally not be less than an average of 240 minutes per week, exclusive of 30 minutes before and after school subject to the following provisions:

1. Preparation period shall be at least 30 continuous minutes per day four days per week;
2. Part-time teachers will receive a pro-rata amount of the 240 minutes per week;
3. The elementary teacher total instructional time with students shall not exceed an average of 300 minutes per day;
4. Any recesses scheduled by the district shall be duty free;
5. All certificated employees shall plan with the building administration in their school for preparation periods;

D. The planning time language above applies to all PEA members, including ESA specialists. It is acknowledged that ESAs are responsible for scheduling their planning time within their service schedule.

E. Specialists will be funded on a formula of one specialist for every six (6) classrooms. During the school day specialists will be expected to supervise extra activities, as schedules allow, to meet the needs of students.

### **Section 5.6. Class Size**

A. Efforts shall be made to distribute students among classes in an equitable manner. The Employer and the Association agree that class sizes shall be maintained to meet the following standards, except in traditionally large group instruction classes such as music or other classes, as mutually agreed upon by the parties:

1. Grades K-3 ... pupils per classroom ... goal of 25, maximum of 27.
2. Grade 4...pupils per classroom...goal of 27, maximum of 29.
3. Grade 5...pupils per classroom...goal of 28, maximum of 31.
4. The Employer will attempt to provide staffing to qualify for full funding of K-4 at the state's 53.2 to 1000 funding level.
5. Grades 6-12 FTE pupils per classroom ... goal of 30, maximum of 33.
6. P.E. Classes FTE pupils ... 38.
7. The Employer will make a reasonable attempt to reduce class size or provide other assistance for classes which include disabled and/or behaviorally disabled and/or learning disabled, and/or classes which have split grades, and/or situations where facilities have restricted space, and/or secondary classes which are writing intensive.
8. Should the state reduce I-728 funding below \$300 per pupil, or the K-4 funding formula below 53.2 certificated staffing units per 1000 students, or should the district not have two levy collections in a particular school year, the Grade 5 class size goal and maximum above shall revert to the same goal and maximum as Grades 6-12.

B. When class sizes exceed goals, principals shall begin discussions with teachers regarding potential solutions should class sizes exceed maximums. If class sizes exceed the above maximums, the superintendent or designee, in consultation with principals, appropriate teachers, and other administrators, will consider and implement one of the following options within ten (10) school days of the overload (except on the first day of the school year, when the time limit shall be fifteen (15) school days):

1. Bus students to other schools;
2. Create combination classrooms;
3. Employ additional teachers/classroom specialists to reduce the size of instructional groups or increase planning time;
4. Employ classroom paraeducators;
5. Other

If the affected teacher objects to the chosen solution (or lack thereof), an appeal can be made in writing to the district level. Within ten (10) school days of receipt of such an appeal, the superintendent or designee shall render a decision and respond in writing to the teacher making the appeal. Prior to making said decision, the superintendent or designee shall meet with the affected teacher, and the building principal.

C. Principals and building teams shall strive to distribute special education students and other students with extreme behavioral problems in an equitable manner among the affected general education teachers. If an affected teacher believes that a problem exists with the distribution of students, the teacher shall first discuss the concern with his or her principal. If an inequity exists, the principal shall seek and receive input from relevant building staff, and then implement one of the following solutions in a timely manner:

1. equitable distribution of such students between classes;
2. additional paraeducator time for affected classes;
3. additional certificated time;
4. reduced class load;
5. paid time for required attendance outside the school day at IEP meetings above the equitable number of such meetings expected of all teachers in the building; or

6. other, as mutually agreed.

If the affected teacher objects to the chosen solution (or lack thereof), an appeal can be made in writing to the district level. Within ten (10) days of receipt of such an appeal, the superintendent or designee shall render a decision and respond in writing to the teacher making the appeal. Prior to making said decision, the superintendent or designee shall meet with the affected teacher, the building principal, and members of the building special services staff.

D. Every effort will be made to use preparation time and/or WAC time for the purpose of conferring with Student Services staff regarding special needs students. In the event that this time is not adequate, release time shall be provided for this purpose when mutually scheduled by the building principal and the Student Services department.

E. Classroom teachers may request inservice regarding legal or educational problems associated with special education laws. The district and/or building-based committee shall give such inservice consideration a high priority in planning that year's budget.

### **Section 5.7. School Related Activities**

Employee assignments to the supervision of student activities beyond the school day shall be on a voluntary basis. Employees will receive \$20 per hour for student activity supervision. Should enough volunteers not be available, employees may be assigned such work on a fair and equitable basis up to six hours annually at the rate of \$20 per hour.

It is recognized that staff attendance in faculty meetings and open house is required. The Building Administrator will provide a schedule of required faculty meetings. Required faculty meetings outside of collaboration Wednesdays shall be limited to no more than one hour per month, except for unplanned emergencies beyond the control of the building administrator.

### **Section 5.8. IEP Development/Conferences**

For activities which extend beyond the normal work day, each special education teacher, SLP, and OT/PT shall have his or her enhanced responsibility stipend increased by \$750 plus two days at per diem to research and compile information for IEP paperwork, attend IEP and MDT meetings, and complete parent involvement activities. This increase in the enhanced responsibility stipend shall be pro-rated by FTE.

### **Section 5.9. Lesson Plans**

Employees responsible for the instruction of students shall prepare legibly written or typewritten lesson plans, the form and content of which will remain discretionary with the employee. Lesson plans will be made available to the principal upon request. There will be no requirement of a regular and periodic submission of lesson plans unless an employee is placed on probation or in instances involving progressive discipline in accordance with this Agreement.

An employee absent five (5) days or less shall make lesson plans available to the substitute(s). Such plans shall contain basic information with which the substitute(s) can conduct the class(es). After the fifth day, the employee following notification to the school administrator, may have the substitute(s) prepare subsequent lesson plans during the period of the absence.

### **Section 5.10. Parking**

Parking facilities shall be provided for employee use. Priority in parking shall be given to employees over students.

### **Section 5.11. Collection of Monies**

The Employer shall not require employees to collect money for any activities. Employees shall not collect funds for any educational activity or program without the knowledge and consent of the appropriate supervisor or administrator. If an employee has administrative approval to collect funds, and a loss through burglary or theft should occur, the employee shall be held harmless and be fully indemnified by the Employer for such loss.

### **Section 5.12. Employee-in-Charge**

A. At the beginning of each school year, an employee-in-charge shall be assigned by each elementary building principal. Such assignment shall be made with the consultation of the faculty.

B. The assignment shall be for the purpose of helping the principal to administer and supervise the school in his/her absence, during emergencies, and during other times when the duties are mutually agreed upon by the employee-in-charge and the principal.

C. The position may be shared by two or more employees, if desired by said employees and agreed upon by the principal.

D. In the event the building principal is absent for more than one full school day, the employee-in-charge may have the option of being provided a substitute upon approval of the building principal. An employee-in-charge shall be paid a stipend as provided in the certificated activities schedule.

E. An employee absent from his or her regular assignment because he/she was performing required duties as an employee-in-charge shall be free from liability for damages which might occur in class during his/her absence as an employee-in-charge, provided the damage which occurred is not attributed to the employee's wanton negligence.

### **Section 5.13. Teaching Teams**

Principals shall receive input from affected employee(s) prior to forming a teaching team and prior to the determination of the team member's responsibilities.

### **Section 5.14. Covering Classes**

A. Employees may be required to use two (2) planning periods per year to cover classes. Such planning periods shall be used for any uncovered classes. Situations requiring coverage may include field trips, cocurricular activities, emergencies, substitute shortage, or when a teacher becomes ill at school.

B. After the two required coverages, if volunteers are not available, employees can be assigned additional coverages. The Employer will attempt to equalize the assignment of substitute duties.

C. The rate of pay for all class coverage is \$30 per hour, for the first four coverages each school year, and \$40 per hour thereafter. Arrangement for class coverage shall be made only with prior knowledge and consent of the building principal or designee.

### **Section 5.15. Student Teachers**

No employee without his or her prior approval may be assigned a student teacher. Staff members may at any time after assignment of a student teacher terminate such assignment when, in the opinion of the supervising employee and principal, continuation would not be in the best interest of the classroom students. Such decision shall be in writing after a conference with the student teacher.

Employees who have student teachers maintain full responsibility for their students' instructional program and are not to be assigned additional duties unless mutually agreeable with the principal. Employees are to be in their respective building or at such other place as approved in advance by their supervisor, working on appropriate tasks when assigned student teachers.

Employees must have the prior approval of their principal and/or the district administration before having a student teacher assigned.

The Employer and/or principal may reject any and all student teachers at any time when their placement would not be in the best interest of the district.

### **Section 5.16. Student Discipline**

A. An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order and discipline. Removal at elementary level shall be for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever comes first. Removal at secondary level shall be for all or any portion of the balance of the immediate class period or until the principal or designee and employee have conferred, whichever comes first.

B. The parties mutually agree to enforce policies and procedures for discipline as outlined in District Policy 3200, Student Rights and Responsibilities Handbook, and appropriate state statutes. During the first faculty meeting, the building disciplinary standards and uniform enforcement of

those standards, as outlined in the Student Rights and Responsibilities Handbook, will be reviewed.

C. Whenever the District's ad hoc committee is convened to review exceptional misconduct, as defined in Policy 3200, the Association shall be notified and will appoint a member to said committee.

### **Section 5.17. Dispensing of Medication and Medical Functions**

No employee except the nurse shall be required by the Employer to dispense or administer medication or perform any other medical function. Should any employee, as allowed by state law, agree voluntarily to dispense such medication or administer first aid, the Employer agrees to totally indemnify and hold harmless within the limits of district insurance. Such voluntary employee must give the Employer prior notice and receive prior approval before dispensing medication.

### **Section 5.18. District Committee Work**

Employees shall be compensated at a rate of \$25.00 per hour (\$30.00 per hour in 2006-07 and 2007-08) for work on district committees, including curriculum work, which is outside regular school hours and receives prior district approval for pay. In advance of the committee work, employees shall be informed if this time will be compensated.

### **Section 5.19. Classroom Visitation**

Visitors will be requested to arrange visitations in advance through the school office. Employees shall also maintain the right to require that any visitor go to the office for purposes of identification. In addition, visitors will be encouraged to confer with the school staff member after the visit.

### **Section 5.20. Assignment and Transfer**

A. **Definitions** – For the purposes of this section only, assignment and reassignment refer to changes within one school building and transfers refer to changes between buildings.

B. **Employee Assignment** - Employees shall be assigned to best serve the needs of the Employer and consistent with the regulations of the State Board of Education and this Agreement. In assigning secondary course preparations, each building shall have the goal of balancing the number of preparations among teachers in the same department.

Employees shall be notified in writing no later than the end of school year of their tentative teaching assignment for the following year. Changes in such assignment shall only be made in the event of program, personnel or enrollment changes, or any other emergency.

If changes to such assignments are made after August 15, an employee may request up to two (2) release days or two (2) days of per diem compensation to prepare for curricular changes subject to the determination of the Employer of the need for such planning days.

C. **Voluntary Transfer** - The Employer and Association recognizes that their obligation is to consider the needs and interests of the students. The Employer and Association also recognize it is desirable to consider the interests and aspirations of its employees in making transfers to a new or vacant position. For employees desiring to transfer to a new or vacant position, the following criteria will apply (if the vacancy or new position is not a mid-year opening as defined in Section D below):

1. Teacher certification and endorsements;
2. Qualifications of the teachers as applicable to the requirement of the position including possession of needed specialized instructional skills, such as language proficiency, relevant training and experience in the level and/or subject matter of the open position;
3. Recommendations based on successful teaching experiences; and
4. Seniority.

When considering assignments, employee's within the building shall have first notification and consideration. If the position is not filled through an in-building reassignment then a pool of candidates will be created for each open position. For any open position at least the three most senior in-district employees meeting the above criteria shall be selected for interview. If through the selection process abilities, qualifications, and performance are considered equal, preference will be given according to seniority, involuntary transfer status, temporary contract status, and outside

candidates, in the that order. Interested employees have the right to request and review the announced position's description and the criteria used for selection. Interested employees must make written application to the Human Resources Department to be considered. Notification of acceptance or non-acceptance will be given to those interviewed within a reasonable period of time.

**D. Mid-year Openings and Transfers** - Any position which opens after the first 10 school days and before the last day of classes may be filled in a manner similar to that set forth above. However, in the event that the building or program administrator(s) believe that such a transfer would prove too disruptive to student learning, then the selected applicant may be required to remain in their current contractual position until the school year ends. In this event, the position reserved for the selected applicant will be filled on an interim basis.

**E. Retraining Program** - If an employee is at risk of being involuntarily transferred outside of a demonstrated area of competence due to:

1. Enrollment pattern changes, or
2. Changes in program course offerings,

Then the Employer may require such employee to participate in a retraining program with the cost of the tuition, out of district mileage, and required books for such re-training, if applicable, at the district's expense.

Retraining shall be in a mutually agreed upon area of study that will qualify the employee to teach in a subject area that fits the needs of the Employer. This study could include but is not limited to tutoring, workshops, and/or regular course work.

For the purpose of this section only, "outside a demonstrated area of competence" shall refer to a situation where an employee does not qualify under any of the following:

1. A major or minor in area of proposed reassignment;
2. Ability to qualify for endorsement in area of reassignment, under current SPI regulations, even if the employee's certificate does not require such endorsement;
3. Successful teaching experience in area of reassignment within three (3) prior years.

Upon request of the employee, this determination will be reviewed by the Employer and the Association.

**F. Involuntary Transfer** - All employees are subject to involuntary transfer. Such transfer will be in the best interest of the district. In considering the best interest of the district, the needs of the building, employees and students involved shall be reviewed by the Employer. Such decision shall not be arbitrary, capricious, or unlawfully discriminatory (areas addressed in discrimination law). When involuntary transfers are necessary, the following will be observed:

1. Whenever possible, the transferred staff member shall be assigned to a position within his or her area of competence, major/minor area of preparation or experience.
2. Upon request, the transferred staff member may meet with the superintendent or designee and will receive a reason for the transfer.
3. Employees subject to involuntary transfer may make their interests and aspirations known, and they will be given due consideration.
4. All academic qualifications and instructional experience being equal, the least senior employee will be subject to involuntary transfer.

**G. Posting Procedures**

1. Building reassignments may occur up to the last day of the school year. Building reassignments will be posted within a building by the principal seven (7) calendar days prior to the finalization of reassignment.

2. If a position is not filled as a building reassignment, it shall be posted as a vacancy by the district Human Resources Office for voluntary transfer and/or external hiring. After the last day of the school year, all positions shall be posted as a vacancy.

3. Any posted vacancy or position will clearly set forth special qualifications for the position and procedures for applying.

4. At the time a specific position or vacancy is filled, all applicants must reapply for new openings as they occur.

5. During the summer the Employer will furnish all bargaining unit vacancies and new position listings to those employees who notify the Human Resources Office and furnish self-addressed, stamped envelopes.

6. During the interview process, reasonable effort will be made to include on the interview team at least one certificated employee from the grade level, team or department with the vacancy.

### **Section 5.21. Part-time Teaching Positions and Job Sharing**

The Employer will attempt to grant fractional time teaching positions when requested by employee(s).

### **Section 5.22. Mentor Teacher**

Pursuant to WAC 392.196, mentor teachers will be selected when funded by the state.

A. Employees shall notify the building principal of their interest within five (5) working days of the written notice which is conveyed through normal building procedures.

B. Mentor teachers shall be selected pursuant to WAC 392.196.035. The selection committee shall include the building principal, an Association representative and the beginning teacher if he/she so desires.

C. If a problem occurs between the mentor teacher chosen by the Employer and the beginning teacher, the evaluator shall attempt to resolve the difference. If the evaluator decides the problem is irreconcilable, the mentor teacher relationship shall be terminated with pay pro-rated. The Employer may then decide to open a new mentor teacher vacancy.

D. Neither the mentor teacher nor the beginning teacher shall in any way participate in or contribute to the district performance evaluation of the other, according to RCW 28A.415.250.

### **Section 5.23. Site-Based Decision-Making**

A. Site-based decision-making is a joint planning and problem-solving process that seeks to improve the quality of working life and education by having those who are responsible for the implementation of decisions actively and legitimately involved in actually making those decisions.

B. As per policy 1900, "It is the policy of the Peninsula School District that individual school sites shall have the freedom to clearly meet defined district goals and standards with respect to school site instructional decision." Each school shall establish a council for the purpose of improving student learning. To preserve and communicate the common mission of the parent, the students, the staff and the community members, each school council will make shared decisions within a framework of state laws and regulations, policies and procedures, district goals and objectives, and negotiated agreements.

C. The District and Association will implement the shared decision-making plan developed in 1999-2000. This plan may be amended as agreed.

The following will be represented on the School Council: principal, teacher, parent, community, classified representative and student representative (optional).

Parameters for site-based decision making will include:

1. **Legal** – decisions must comply with Federal, state and local laws and procedures.
2. **Fiscal** – decisions cannot be made to overspend the site's budget or encumber any budget not under the site's authority.
3. **Organizational Direction** – decisions shall align with the district mission and goals.
4. **Contracts** - decisions must comply with negotiated contract.
5. **Policy and Procedures** – decisions must comply with district policies and procedures.
6. **Other Sites and Departments** – decisions must not impact other sites or departments without approval from the affected sites and/or departments.

D. **Compliance of Collective Bargaining Agreement/Waiver.**

If any aspect of a site-based decision-making arrangement is contrary to the terms of the Collective Bargaining Agreement, said aspect will not be implemented, or if already implemented will immediately be discontinued, unless a waiver is obtained from the Association and the District. Said waiver must be in writing, and must specify the contractual provision waived, the nature and duration of the waiver, and the employees affected by the waiver. The waiver will be considered an addendum to the collective bargaining agreement, and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article VII: *Grievance Procedure* of said agreement.

Except to the extent waived pursuant to paragraph 1 above, the Collective Bargaining Agreement will remain in full force and effect, and have full application to the employees who are affected by the site-based decision-making arrangement.

#### **Section 5.24. Early Dismissal Days**

There will be no less than one (1) early dismissal day each year (not including elementary and middle school parent/teacher conferences).

#### **Section 5.25. Caseloads**

The District will take into consideration state and national guidelines when assigning caseloads for Psychologists, Counselors, Social Workers, and Nurses.

The District will set the following caseload goals based on the number of compliant IEP's:

- |    |                              |                  |
|----|------------------------------|------------------|
| 1. | Occupational Therapists      | 32:1             |
| 2. | Physical Therapists          | 32:1             |
| 3. | Resource Room                | 27:1             |
| 4. | Inclusion Program            | 15:1             |
| 5. | Pre-school Program           | 10:1 per session |
| 6. | Self-contained Program       | 8 or 9:1         |
| 7. | Speech Language Pathologists | 47:1             |

If caseloads exceed the stated goals then one or more of the following solutions will be implemented in a timely manner as mutually agreed, after consideration of the nature of the student needs and overall employee assignment:

- a. additional paraeducator time
- b. additional certificated time
- c. additional planning time
- d. additional stipend
- e. other

#### **Section 5.26. Intra-District Job Exchange**

Two employees may exchange positions within the District, outside of the normal transfer procedure, if they receive the approval of both building administrators and Human Resources. At the end of the year, both teachers will return to their original positions unless all parties agree to continue the exchange permanently.

#### **Section 5.27 Supplies and Materials**

Every school building of districtwide program shall annually develop and publish available budgeted funds for materials, supplies and professional development opportunities and the procedures for individual employees to access these funds.

#### **Section 5.28 Collaboration Wednesdays**

A. The purpose of Collaboration Wednesdays is to improve student achievement by creating a common time for staff collaboration. The collaboration shall be focused around existing School Improvement Plan work such as consistency and alignment of the curriculum with GLEs & EALRs, using data to design instruction, examining student work, assessment strategies and tools, grading practices, staff development related to specific SIP goals, research/study teams, and vertical alignment.

B. The district shall have a sixty (60) minute late student arrival on Wednesdays throughout the school year except for the first week of school, early release days for any school level, and any mandated WASL-impacted day, if such days fall on a Wednesday. This sixty (60) minutes will be added to thirty (30) minutes of WAC time to create ninety (90) minutes available for staff collaboration. Fifteen minutes of WAC time shall be flexed on Wednesdays to occur prior to school rather than after school.

C. Each building shall develop a plan for the use of these Collaboration Wednesdays in advance and communicate the plan to the District and PEA office in year one by the end of September, and in years two and three prior to the first student school day of the year. The building plan needs to address: (a) developing meaningful collaboration plans for specialists,

itinerants and teachers of unique subjects (“singleton teachers”) that acknowledge the importance of such staff to the success of their buildings as well as such staff members’ district-wide job-alike needs; and (b) determining the collaboration plan for teachers of subjects in multiple secondary school departments. Buildings are encouraged to focus the limited collaboration time available on a few tasks in order to establish continuity and effective teamwork.

D. Pre-school and alternative programs (e.g., Henderson Bay) will have equivalent collaboration time, although it may occur on a different schedule or a day other than Wednesdays.

E. The intent is for building administrators and staff to maximize the ninety (90) minutes available for collaboration. The staff and administrators at each building shall establish norms for starting and ending collaborative team meetings in a way that honors this intent but also accommodates the practical needs of staff and administrators for student supervision and an efficient transition from collaboration to instruction.

F. The parties have a mutual interest in encouraging and accommodating part-time staff participation in collaboration time. Part-time employees and building administrators shall develop individualized plans at the building level for equitable obligations for and participation in collaboration time using creature options. Disagreements shall be referred to the PEA president and Superintendent’s designee.

G. Each building shall develop a plan for documenting the activities staff are engaging in on the Wednesdays scheduled for building-based professional development and staff collaboration. This information shall be collected and available for review by PEA and District-level leadership. The principal at each building shall be responsible for sharing a summary of this information with parents and other members of the community through established channels of communication (e.g., newsletter or website). Each spring, designees of the PEA president and the District superintendent shall make a joint presentation to the school board to review the activities for which Collaboration Wednesdays are being used.

H. DAC shall regularly review the implementation of Collaboration Wednesdays. In May of each year, the District and PEA will engage in a joint review of the effectiveness of Collaboration Wednesdays in improving student achievement and the impact of professional learning communities in each school. The review will include a collection of tangible evidence of progress towards the goals of Collaboration Wednesdays. The parties recognize that such evidence may be quantitative and/or qualitative.

## **ARTICLE VI - REDUCTION IN FORCE**

### **Section 6.1. General (Reduction in Force)**

The necessity for, and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendations of the superintendent. The superintendent shall meet with the Association president or his/her designee prior to making a recommendation to the Board of Directors for the purpose of consulting with and receiving input for a proposed reduction in force and implementation of this article.

### **Section 6.2. Seniority**

The staff list for reduction will be based upon seniority. Seniority is defined by the number of years of certificated experience in grades K-12 in Washington public schools as determined by placement on the salary schedule. For ties, length of time in Peninsula School District will be used. If further ties need to be broken, the total number of quarter hours earned will be used. Any remaining ties shall be determined by lot.

### **Section 6.3.**

If a reduction in force affecting members of the bargaining unit is necessary, the least senior employees on the list shall be the first to be reduced, providing that those employees remaining are sufficiently qualified by certification and/or endorsement and/or successful teaching experience in the particular subject area or grade level to perform the services being continued by the Employer.

#### **Section 6.4.**

Employees whose contracts are not renewed due to reduction in force will be placed in a rehire pool from which the most senior person, if qualified by certification and/or endorsement and/or successful teaching experience in the particular subject area or grade level will be rehired as vacancies occur.

Reduced employees will be retained in the district rehire pool until September 15th of the following calendar year and will be placed with preference on the substitute teacher's list.

All employees retained in the district rehire pool shall be eligible to participate in group fringe benefits plans, subject to carrier approval. Employees will pay the full cost of the premiums.

### **ARTICLE VII - GRIEVANCE PROCEDURE**

#### **Section 7.1. Definition**

A grievance is a claim based upon alleged violation, misinterpretation or misapplication of the terms of this Agreement. A grievant shall mean an individual, a group of individuals, or Association.

#### **Section 7.2. Procedure**

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

#### **Section 7.3. Level One**

An employee with a grievance shall discuss the grievance first with their immediate administrative supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. An employee must initiate such action within thirty (30) calendar days of the knowledge of the existence of alleged infraction but no longer than sixty (60) days after the alleged infraction. If the grievance is not resolved informally, it shall be produced in writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon in writing, and present it to the grievant.

#### **Section 7.4. Level Two**

If the aggrieved employee is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he or she may file the grievance in writing with the superintendent of schools with a copy sent to his or her immediate administrative supervisor. Within five (5) school days after receiving the written grievance, the superintendent, or designated representative shall meet with the aggrieved in an effort to resolve the grievance. If an employee does not file a grievance in writing with the superintendent of schools within five (5) school days after completing Level One, then the grievance shall be considered as waived. The decision of the superintendent, or designated representative shall be in writing and delivered to the aggrieved employee and the Association within ten (10) days and shall be considered the final position of the Employer.

#### **Section 7.5. Grievance Mediation**

At any time, the Association or District may request formal mediation of the grievance, if one party requests mediation, the other party shall respond within five (5) working days.

- a. The District and the Association must mutually agree to submit a grievance to mediation.
- b. Within five (5) working days following the Agreement of the District and the Association to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
- c. The presentation of facts and considerations shall not be limited to those presented at Level Two of the grievance procedure. Proceedings before the mediator shall be informal in nature.
- d. The fees and expenses of the mediator shall be shared equally by the parties.

e. If the grievance is not settled, granted, or withdrawn, the parties are free to appeal the Level Two decision to arbitration within twenty (20) working days following mediation.

### **Section 7.6. Level Three**

If no satisfactory settlement is reached at Level Two, the Association, within ten (10) working days of the receipt of the Level Two decision may appeal the final decision of the Employer by delivering notice to the Employer and requesting a list of arbitrators from either the American Arbitration Association or the Public Employment Relations Commission. The parties shall mutually agree upon the organization to be used for the list of arbitrators. The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association, and the affected employee(s). The fees and expenses of the arbitrator shall be equally shared by the parties.

### **Section 7.7. Time Limits**

Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified, shall permit the grievance to be appealed to the next level of the grievance procedure. All time limits within the grievance procedure may be extended by mutual agreement between the parties.

### **Section 7.8. Jurisdiction of Arbitrator**

A. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.

B. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.

C. Matters involving adverse effect in contract status, or termination of employment are exempt from being arbitrated. Matters involving employee evaluation are grievable as to procedural matters only; substantive matters of evaluations are not subject to this article.

D. The arbitrator shall have no power to alter, add to, or subtract from the terms of agreements between the Employer and the Association. The arbitrator shall be without authority to make any decision, which is contrary to law, or to adjudicate in alleged violation which occurs beyond the duration of the Agreement or beyond any mutually agreed extension thereof.

### **Section 7.9. Supplemental Conditions**

A. At each step of the procedure for adjusting grievances, the employee may be represented by a person and/or a representative of the Peninsula Education Association who might contribute to the acceptable adjustment of the grievance.

B. There shall be no reprisal by the Employer or its employees or Association by reason of the involvement of any person in the grievance procedure.

C. Nothing herein contained shall be construed as limiting the right of any certificated employee having a grievance to discuss the matter informally with any appropriate member of the administration.

D. Copies of grievances and decisions rendered at Levels One and Two shall be sent to the Peninsula Education Association and the superintendent.

E. A grievance may be filed by the Association in the name of the organization. Such a grievance shall be initiated at Level Two of the grievance procedure and may be appealed through the established levels.

F. Excluded from the grievance procedure shall be matters for which law mandates another method of review.

G. The Peninsula Education Association may process a grievance at Level One only if the grievance affects more than one employee in a particular school building and at least one employee has already initiated a grievance.

H. Grievance records shall be filed separately from individual personnel files.

## **ARTICLE VIII - SCOPE OF AGREEMENT**

### **Section 8.1.**

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understanding, whether oral or written between the parties.

### **Section 8.2.**

Agreement expressed herein in writing constitutes the entire Agreement between the parties, and no oral statement shall add to or supersede any of its provisions.

### **Section 8.3.**

The parties acknowledge that representatives of the Employer and the exclusive bargaining representative have met at reasonable times in light of the time limitations of the budget-making process and bargained in good faith, and have reached this Agreement with respect to wages, hours and terms and conditions of employment. Both parties mutually requested that this written Agreement be made. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms. The parties further recognize that from time to time new issues regarding wages, hours and conditions may arise. Nothing contained herein shall be construed so as to preclude the Association from bringing to the attention of the Employer such issues. The Association has the right to request bargaining on such issues if it so chooses. Finally, newly legislated programs enacted subsequent to the effective date of this Agreement which involve wages, hours and conditions of employment for bargaining unit members shall not be barred by this section from being discussed at the bargaining table. This Agreement shall also reopen if there are changes in laws and regulations which may have an effect or impact on term(s) of this Agreement.

### **Section 8.4. Compensation Compliance**

A. It is the intent of the parties to provide the maximum salary allocations for certificated instructional staff (non-administrator) allowed and funded by the state as applied to the local salary schedule.

B. Any additional legislated salary allocation-model increases funded after September 1, 2005, for the subsequent school year(s) will be in addition to the above and added to the district salary schedule.

C. All employees (B.E.A. and non-B.E.A.) will be paid on the negotiated salary schedule.

D. The actual average salary paid to basic education certificated educational instructional staff shall not exceed the district's average basic education certificated education allocations for that school year as determined pursuant to RCW 28A.150.410 and 28A.400.200.

### **Section 8.5. Uninterrupted Instructional Activities**

The Employer and the Association agree that the public interest requires efficient and uninterrupted performance of all district services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the Employer agrees not to lock out. The Association agrees not to strike during this Agreement.

**ARTICLE IX - DURATION OF CONTRACT**

A. This Agreement shall become effective on the date of ratification and shall remain in effect until August 31, 2011.

B. During a school year in which the Employer fails a levy or does not have two levy collections in a school year, the Employer reserves the right not to fund the following sections: Section 5.2; Responsibility Stipends and Building Professional Days and Section 5.5; paragraph E.

C. This Agreement shall not be reopened in the second or third year except by mutual agreement, Section 8.3 or Section 1.5.

**FOR THE EMPLOYER:**

---

Charles E. Cuzzetto  
Deputy Superintendent

**FOR THE ASSOCIATION:**

---

Karin Ashabraner  
PEA President

---

Barry McDougall  
PEA Bargaining Chair

**Letter of Agreement Regarding Planning Time Waivers**

(Ongoing)

The Peninsula School District and the Peninsula Education Association agree that:

1. Planning time is a vital part of each teacher's day and will be protected by this agreement and the contract.
2. Any individual teacher action to waive daily planning time must be voluntary. There will be no coercion or pressure put upon the teacher to accept a supplemental contract to teach during their planning time.
3. The District/Association Committee will review any requests to waive daily planning time and make a determination on a case-by-case basis. All waivers agreed to must be approved through the Association's designated procedures. The determination on any individual case will not set a precedent for a future decision.
4. The parties agree to meet within five (5) school business days of receipt of the waiver request to determine the timeline for consideration and/or approval.
5. If a teacher accepts a supplemental contract to teach during her/his school planning time, it is expected that they will carry out normal planning work outside of the regular school day.

\_\_\_\_\_  
For the Association  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
For the District  
  
\_\_\_\_\_  
Date

**Letter of Agreement Regarding Leave of Absence**

Employees who were granted their first year of a leave of absence for the 2008-09 school year prior to the ratification of the 2008 collective bargaining agreement may request an extension of such leave for one additional year (2009-10) regardless of the amended language in Section 4.6.

\_\_\_\_\_

For the Association

\_\_\_\_\_

For the District

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**Letter of Agreement Regarding Sick Leave**

The Peninsula School District and the Peninsula Education Association agree to provide, immediately before and after each holiday and during the first and last week of school, the opportunity for three employees to have one day of personal leave. This leave will be granted on a first-come, first serve basis, limited to one use per employee per year. This special leave cannot be used to extend other personal leave requests. This agreement will terminate on August 31, 2011

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Letter of Agreement Regarding Memorandum of Understanding**

The District and Association agree to revisit the issue of the cleanliness of educational facilities each month during the 2008-09 school year by the District and Association Committee (DAC). The purpose of the monthly review is to measure the progress being made by the District in implementing changes to the custodial, maintenance and grounds services in the District.

\_\_\_\_\_

For the Association

\_\_\_\_\_

For the District

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## APPENDICES INDEX

<b>Appendix A-1</b>	Salary Schedule
<b>Appendix A-2</b>	Salary Schedule Attachment
<b>Appendix B</b>	Activities Salary Schedule
<b>Appendix C</b>	Employee Benefits
<b>Appendix D</b>	Level 1 Teachers
<b>Appendix E</b>	Level 2 Teachers
<b>Appendix F</b>	Level 1 ESA
<b>Appendix G</b>	Level 2 ESA
<b>Appendix H</b>	Forms <i>"The following forms will be attached to the Collective Bargaining Agreement: Calendar, Leave Request, Request for Shared Leave, Donation of Shared Leave, Formal State of Grievance."</i>
<b>Appendix I</b>	Minimum Criteria for the Evaluation of Certificated Employees

**APPENDIX A-1 Certificated Salary Schedule**

**PENINSULA SCHOOL DISTRICT**

**2008-2009 School Year**

<b>Exp.</b>	<b>00 BA + 0</b>	<b>01 BA + 15</b>	<b>02 BA + 30</b>	<b>03 BA + 45</b>	<b>04 BA + 90</b>	<b>05 MA + 0</b>	<b>**06 BA + 135</b>	<b>07 MA + 45</b>	<b>08 MA + 90 or Dr.</b>
00	34,426	35,356	36,319	37,285	40,383	41,274	42,378	44,372	46,369
01	34,889	35,832	36,808	37,816	40,946	41,733	42,931	44,863	46,847
02	35,331	36,283	37,269	38,354	41,476	42,195	43,481	45,316	47,321
03	35,786	36,747	37,743	38,864	41,979	42,632	44,033	45,746	47,801
04	36,232	37,235	38,238	39,397	42,531	43,091	44,599	46,225	48,295
05	36,693	37,701	38,713	39,937	43,059	43,558	45,169	46,681	48,791
06	37,167	38,153	39,200	40,484	43,591	44,036	45,713	47,144	49,264
07	37,999	39,000	40,061	41,415	44,568	44,932	46,748	48,084	50,265
08	39,218	40,273	41,359	42,825	46,021	46,341	48,281	49,538	51,797
09		41,591	42,731	44,250	47,521	47,765	49,858	51,038	53,374
10			44,120	45,749	49,063	49,265	51,478	52,580	54,993
11				47,291	50,677	50,807	53,141	54,194	56,656
12				48,784	52,335	52,410	54,872	55,851	58,389
13					54,034	54,069	56,646	57,550	60,162
14					55,740	55,778	58,486	59,368	62,003
15					57,191	57,227	60,008	60,911	63,615
16					58,334	58,372	61,207	62,129	64,887

**\*\*Column #6, BA + 135, is no longer attainable after January 1, 1992, per state regulations. Employees who attained column 6 prior to January 1, 1992, are allowed to maintain their status.**

APPENDIX A-2

**Salary Schedule Attachment**

- A. All salaries paid to certificated employees will be made within the above salary instrument.
1. Vocational teachers with college degrees in the same subject area as teaching assignment, but with no teaching certificate, will be placed on the salary schedule in the same manner as certificated employees pursuant to state guidelines.
  2. In emergency and special situations where the salary schedule does not apply, the personnel director will recommend an appropriate salary for superintendent approval. P.E.A. will be notified of such special situations.
  3. The assignment of extra work and supervisory load within the adopted schedule is the responsibility of the superintendent and shall evolve through regular administrative procedure.
  4. Any employee, for whatever reason, who is unable to substantially perform duties required under a supplemental contract, requiring either the activity being cancelled or significantly reduced, or the employment of a substitute, shall have his/her salary reduced by an amount based on actual time spent.
- B. Advancement – During the life of this contract, advancement for years of experience and educational training shall be governed by state guidelines. The Employer and the Association shall cooperate in publicizing the state guidelines for approved educational training and years of experience.

## APPENDIX B

### **2008-11 ACTIVITIES SALARY SCHEDULE**

#### **General Provisions**

The following amounts will be paid when activities extend beyond the normal school day. The amounts may vary from those printed if released time is allowed or when it is determined by the principal and approved by the superintendent that the size of the program justified variations from the printed schedule. Nothing herein shall be deemed to require the Employer to maintain such programs or positions.

#### **Instructional Leadership**

For the duration of the contract, the district will provide a building fund for Instructional Leadership activities as follows:

- Large high schools - \$10,800
- Other buildings for student populations over 350 students - \$3,000
- Other buildings for student populations under 350 students - \$1,500

The building site-based committee will determine how such funds shall be distributed for Instructional Leadership activities, such as, but not limited to:

1. subject area/grade level facilitation and coordination;
2. site council participation; or
3. coordination/participation in special building committees/projects.

#### **Activities: High School**

Annual (for duties beyond class time)	\$ 1,729
ASB Advisor	3,536
Choral Groups	2,533
Dramatics (per production)	1,729
Musical Production (per production)	2,593
Driver Education Classroom (outside the school day)	989
Instrumental Groups (plus spring musical - \$500)	3,227
Literary Journal (semester stipend/no class time)	921
Newspaper (for duties beyond class time)	1,729

#### **Activities: Alternative High School**

Henderson Bay High School	578
---------------------------	-----

#### **Activities: Middle School**

Annual (with class time)	865
ASB Advisor (with class time)	1,037
Choral Groups	1,729
Instrumental Groups	1,729

#### **Activities: Elementary**

Employee-in-Charge	1,382
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## APPENDIX C

### **EMPLOYEE BENEFITS**

A. The Employer shall continue to provide the state funded (i.e. net amount, after retirement deduction) contribution for insurance per FTE employee per month in a manner consistent with state compensation and insurance benefit laws.

B. Employees less than 1.0 FTE will receive a pro rata share, based on their percentage of FTE, of the medical insurance contribution.

C. **Individual Allocation** - Each FTE shall be allocated appropriate funds as determined by the pool configuration per month to be contributed for the following "basic insurance programs":

1. To an Association recommended and district approved dental, vision and/or orthodontia insurance plan; and

2. To an Association recommended and district approved medical plan of the employee's choice for the employee, his/her spouse and children. The currently approved medical plans are:

- a. Regence Blue Shield
- b. Blue Cross
- c. Group Health

3. To an Association recommended and district approved group term life insurance plan up to \$15,000, and a group long term/partial disability plan.

Each employee must authorize an appropriate deduction from his/her salary to pay the costs of any insurance requested and not fully paid by state allocated funds.

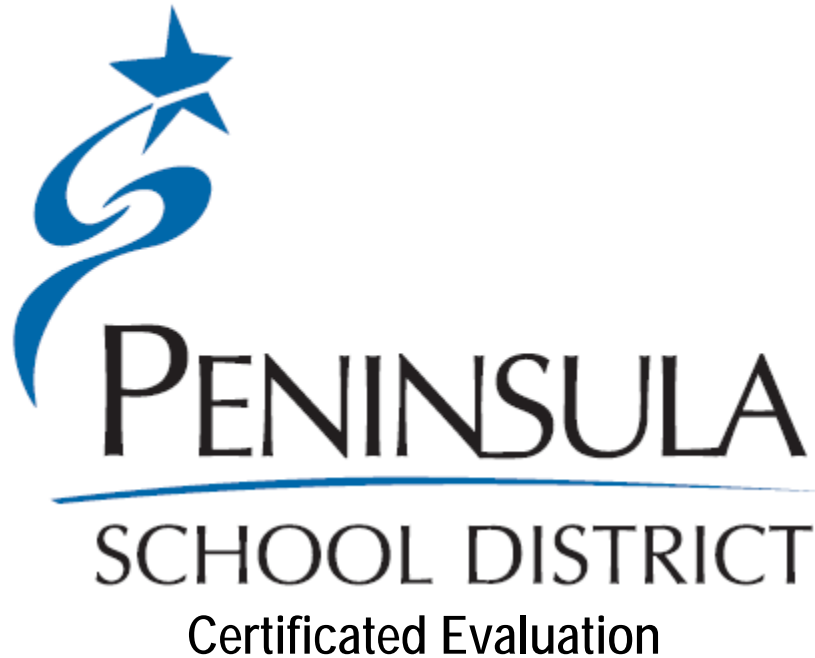
D. **Insurance Pooling** - The intent of the parties is to provide the state funded insurance contribution pool, to be distributed among members of the bargaining unit. To gain maximum utilization of this contribution, the Employer agrees that it will contribute the remaining state-funded dollars to an insurance pool to be distributed among employees on a fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage. Pooling will follow state insurance benefit regulations and laws.

E. From the dollar amount available to each employee first shall be deducted the cost of the life, dental, vision, LTD insurance plans, with the remaining monies available for application to one of the medical insurance programs.

F. In addition, any employee may participate in any other approved WEA and voluntary programs; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations and the costs shall be borne by the employee.

G. Any payroll deduction(s) required by any programs listed under Appendix C will be provided via salary reduction through an Internal Revenue Code Section 125 Plan. This Section 125 Plan will be established, administered, and communicated to the employees by the district at no cost to employees. This IRS 125 Plan is limited to out-of-pocket expenses paid for insurance.

APPENDIX D



**Level 1**  
**Teachers New to the District,**  
**Teachers on Provisional or Temporary Contracts,**  
**Teachers on Plans of Improvement or Probation**

**Learning & Teaching Standards for Quality Professional Practice**

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**Peninsula School District  
Certificated Evaluation, Introduction**

**Belief Statement**

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality-learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment, with clear performance expectations. It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance.

Professional growth and performance is assessed using the district's ***Learning & Teaching Standards for Quality Professional Practice***. (See Addendum A for Teachers and Addendum B for ESA)

**Guiding Principles**

1. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:

- Reflect the stages of professional growth
- Provide opportunities for self-reflection
- Recognize accomplishments and exemplary performance
- Encourage professional growth and guide staff development

2. Our evaluation system will be:

- Standards-based
- User friendly
- Reflective of different expectations for different job categories
- Legal, supportive of certification requirements, and termination processes

**Teachers**

**Educational Staff Associates**

- School Nurses
- Counselor
- Psychologists
- Speech/Language Pathologists (SLP)
- Occupational Therapist (PT)
- Physical Therapists (PT)
- Social Workers

3. There will be coordinated training about (1) goal-setting, (2) observation and the (3) evaluation process for staff & administrators.

4. We are committed to communicating issues/concerns to staff regarding performance, as defined in the *Learning & Teaching Standards for Quality Professional Practice* (Addendum A or B), and committed to working collaboratively to support staff as they work toward improvement.

5. We believe that ongoing feedback is crucial to continued professional growth. Staff can expect frequent "walk-throughs" and informal administrative observations. Peer support and collaboration are encouraged.

**Peninsula School District**  
**Learning & Teaching Standards for Quality Professional Practice**  
**Level 1 Responsibilities**

*Employees on Level 1 include any certificated staff new to the district, on a provisional contract, on a temporary contract, on a plan of improvement, or on probation.*

**Individual**

- Meet with administrator to review evaluation process and job expectations **prior to the end of September.**
- Complete the *Self-Evaluation Form A (Teachers)* or the *Self-Evaluation Survey* at [http://websurveyor.net/wsb.dll/11172/selfeval\\_teacher.htm](http://websurveyor.net/wsb.dll/11172/selfeval_teacher.htm) prior to meeting with administrator.
- Hold conference with administrator to review Self-Evaluation and set goals (*Professional Goals Worksheet, Form B (Teachers & ESAs)*), based on the *Learning & Teaching Standards for Quality Professional Practice (Addendum A, Teachers, Levels 1 & 2)*, **by October 15<sup>th</sup>.**
- Expect a *Formal Observation (Form C - Teachers)* with administrator **within first ninety (90) calendar days of the start of school.**
- Staff will receive at least two *Formal Observations*; each preceded by a pre-conference, and followed by an optional post conference (upon staff member or administrator request). Written evaluation will be provided **within 6 working days.**
- Gather evidence to document achievement of goals (examples may include: student work, unit plans, classroom newsletters, press releases, videos, etc.).
- Staff and administrator hold conference to review evidence and progress toward goals **by May 15<sup>th</sup>.** *Evaluation Form, D - Level 1 (Teachers)* received from administrator **by May 31<sup>st</sup>.**
- Staff participates in district and building training and seeks out opportunities for professional growth.

**Administrator**

- Review evaluation process and job expectations with staff **prior to the end of September.**
- Hold conference with staff member to review *Self-Evaluation Form A (Teachers)* and set goals (*Professional Goals Worksheet, Form B (Teachers & ESAs)*) based on the *Learning & Teaching Standards for Quality Professional Practice (Addendum A, Teachers, Levels 1 & 2)*, **by October 15<sup>th</sup>.**
- Conduct initial *Formal Observation (Form C - Teachers)* to ensure basic level of competence **within first ninety (90) calendar days of the start of school.**
- Complete at least two *Formal Observations (Form C - Teachers)*, each with a pre- and post-conference OR each with a pre-conference. Written documentation will be provided to staff **within 6 working days** of formal observation or series of observations. Either administrator or staff member may request a post-conference.
- Hold conference with staff to review evidence and progress **by May 15<sup>th</sup>.**
- Complete *Evaluation Form, D - Level 1 (Teachers)* **by May 31<sup>st</sup>** – forward one copy to Human Resources, one copy to the building file and one copy for the staff member.

**PENINSULA SCHOOL DISTRICT**  
*Learning & Teaching Standards for Quality Professional Practice*  
**Professional Goals Worksheet, Form B, (Teachers & ESAs)**  
 (To be completed by October 15<sup>th</sup>)

**Staff Member** \_\_\_\_\_ **Evaluator** \_\_\_\_\_ **School Year** \_\_\_\_\_

<b><u>Learning &amp; Teaching Goal</u></b> <b>(1 per page)</b>	<b>Identify those plans, projects, activities, etc., to be completed in support of learning goal</b>	<b>Identify how learning goal will be evaluated, including timelines and responsibility</b>	<b>Please Specify Type of Support Requested, i.e., TOSA, In Service, Observation/Feedback, Book, etc.</b>

Peninsula School District #401  
***Learning & Teaching Standards for Quality Professional Practice***  
**Teachers, Level 1 & 2**  
***Addendum A***

**CLASSROOM MANAGEMENT & STUDENT DISCIPLINE**

- ◆ Standards of conduct are clear to all students.
- ◆ Staff responses to misbehavior are appropriate, successful and demonstrate respect for the student.
- ◆ Transitions occur smoothly with little loss of instructional time.
- ◆ Routines for handling materials and supplies occur smoothly with little loss of instructional time.
- ◆ Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning.
- ◆ Establishes management practices that result in minimal loss of instructional time.

**ASSESSMENT**

- ◆ Administers district and state mandated assessments as required.
- ◆ Incorporates reflection and assessment results in lesson development.
- ◆ Communicates clear assessment criteria and standards to students and families.
- ◆ Uses multiple assessments appropriately. (Rubrics, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques)
- ◆ Assessments are aligned with lesson and course objectives.
- ◆ Feedback is consistently high quality and is provided in a timely manner.
- ◆ Assessment criteria and standards are clear and have been clearly communicated to students.

**PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- ◆ Makes an effort toward improvement; Identifies strengths and areas in need of growth.
- ◆ Seeks out opportunities for staff development to enhance content knowledge and teaching skills.
- ◆ Uses feedback for the purpose of self-reflection and goal setting.
- ◆ Participates in development and support of the building's school improvement process and district initiatives.
- ◆ Accesses available resources and personnel to support students.
- ◆ Assumes responsibility for parent communication in a professional and timely manner.
- ◆ Employs a fully effective system for managing paperwork and timelines.
- ◆ Contributes as a member of a professional learning community (PLC).
- ◆ Uses effective communication skills.
- ◆ Presumes positive intent in working with students, families and colleagues.

**ENVIRONMENT**

- ◆ Student interactions are generally polite and respectful.
- ◆ Teacher displays knowledge of the interests or cultural heritage of groups of students.
- ◆ Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement.
- ◆ Staff conveys genuine enthusiasm for what is being taught.
- ◆ The classroom is safe and its arrangement supports the learning environment.

**INSTRUCTIONAL SKILL AND CLASSROOM TEACHING PRACTICE**

- ◆ Uses effective communication skills.
- ◆ Activities and assignments are appropriate to students.
- ◆ Uses flexible groupings to deliver instruction and meet individual needs.
- ◆ Instructional objectives are clear.
- ◆ Teacher directions and procedures are clear.
- ◆ Uses a wide variety of active processing strategies to engage students in learning.
- ◆ Incorporates available technology to improve instruction and learning.
- ◆ Pacing of the lesson is appropriate.
- ◆ Successfully accommodates students' questions or interests.
- ◆ Differentiates instruction to meet the varied needs of students.

**LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER**

- ◆ Designs lessons with clear objectives focusing on concepts, skills, and strategies.
- ◆ Instructional materials and resources are suitable to the instructional objectives and engage students mentally.
- ◆ District-adopted materials are used consistently in planning and instruction.
- ◆ The lesson or unit has a clearly defined structure.
- ◆ The PSD curriculum standards are consistently incorporated in classroom instruction.
- ◆ Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.
- ◆ Uses multiple resources to deliver instruction.
- ◆ Teacher displays solid content knowledge.
- ◆ Instruction and activities reflect current research.
- ◆ Teacher's plans and practices reflect understanding of pre-requisite relationships among topics and concepts.
- ◆ Determines pacing based on student needs.

Peninsula School District #401  
**Learning & Teaching Standards for Quality Professional Practice**  
**Observation Form C**

Name: \_\_\_\_\_ Position \_\_\_\_\_ Bldg. \_\_\_\_\_

Observation Date/Time \_\_\_\_\_ Subject/Lesson \_\_\_\_\_

**CLASSROOM MANAGEMENT AND STUDENT DISCIPLINE**

<ul style="list-style-type: none"> <li>◆ Standards of conduct are clear to all students.</li> <li>◆ Staff responses to misbehavior are appropriate, successful, and demonstrate respect for the student.</li> <li>◆ Transitions occur smoothly with little loss of instructional time.</li> <li>◆ Routines for handling materials and supplies occur smoothly with little loss of instructional time.</li> <li>◆ Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning.</li> <li>◆ Establishes management practices that result in minimal loss of instructional time.</li> </ul>	<p>My judgment is supported by:</p>
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**ASSESSMENT**

<ul style="list-style-type: none"> <li>◆ Uses multiple assessments appropriately. (Rubrics, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques)</li> <li>◆ Assessments are aligned with lesson and course objectives.</li> <li>◆ Feedback is consistently high quality and is provided in a timely manner.</li> <li>◆ Assessment criteria and standards are clear and have been clearly communicated to students.</li> </ul>	<p>My judgment is supported by:</p>
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**ENVIRONMENT**

<ul style="list-style-type: none"> <li>◆ Student interactions are generally polite and respectful.</li> <li>◆ Teacher displays knowledge of the interests or cultural heritage of groups of students.</li> <li>◆ Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement.</li> <li>◆ Staff conveys genuine enthusiasm for what is being taught.</li> <li>◆ The classroom is safe and its arrangement supports the learning environment.</li> </ul>	<p>My judgment is supported by:</p>
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**INSTRUCTIONAL SKILL & CLASSROOM TEACHING PRACTICE**

<ul style="list-style-type: none"> <li>◆ Uses effective communication skills.</li> <li>◆ Activities and assignments are appropriate to students.</li> <li>◆ Uses flexible groupings to deliver instruction and meet individual needs.</li> <li>◆ Instructional objectives are clear.</li> <li>◆ Teacher directions and procedures are clear.</li> <li>◆ Uses a wide variety of active processing strategies to engage students in learning.</li> <li>◆ Incorporates available technology to improve instruction and learning.</li> <li>◆ Pacing of the lesson is appropriate.</li> <li>◆ Successfully accommodates students' questions or interests.</li> <li>◆ Differentiates instruction to meet the varied needs of students.</li> </ul>	<p>My judgment is supported by:</p>
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**LESSON PLANNING / DESIGN & KNOWLEDGE OF SUBJECT**

♦ Instructional materials and resources are suitable to the instructional objectives and engage students mentally.	My judgment is supported by:
♦ District-adopted materials are used consistently in planning and instruction.	
♦ The lesson or unit has a clearly defined structure.	
♦ The PSD curriculum standards are consistently incorporated in classroom instruction.	
♦ Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.	
♦ Uses multiple resources to deliver instruction.	
♦ Teacher displays solid content knowledge.	
♦ Instruction and activities reflect current research.	
♦ Teacher's plans and practices reflect understanding of pre-requisite relationships among topics and concepts.	
♦ Determines pacing based on student needs.	

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  Employee statement attached

Evaluator Signature \_\_\_\_\_ Date \_\_\_\_\_  Pre-conference \_\_\_\_\_ Date  Post-conference \_\_\_\_\_ Date

## CLASSROOM MANAGEMENT & STUDENT DISCIPLINE

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and have been developed with student participation.
Staff does not respond to misbehavior or does so in a negative manner.	Staff responses to misbehavior are evident but inconsistent and minimally successful.	Staff responses to misbehavior are appropriate, successful, and demonstrate respect for the student.	Staff's proactive interactions with students result in minimal, if any, misbehavior.
Much time is lost during transitions.	Transitions are sporadically efficient; resulting in some loss of instructional time.	Transitions occur smoothly; with little loss of instructional time.	Transitions are seamless; with students assuming some responsibility for efficient operation.
Materials are handled inefficiently; resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly; with little loss of instructional time.	Routines for handling materials and supplies are seamless; with students assuming some responsibility for efficient operation.
Lack of classroom structures and expectations result in behavior issues and seriously impede student learning.	Lack of classroom structures and unclear expectations result in some behavior issues and limit student learning.	Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning.	Classroom structures and expectations are clear resulting in uninterrupted instructional time and enhanced student learning.
Lack of management practices result in significant loss of instructional time.	Management practices result in moderate loss of instructional time.	Establishes management practices that result in minimal loss of instructional time.	Distinct management practices result in maximum instructional time.

## ASSESSMENT

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Fails to administer district and state mandated assessments as required.	Administers district and state mandated assessments as required with some errors in protocol.	Administers district and state mandated assessments as required.	Administers district and state mandated assessments as required. Integrates test preparation into regular classroom instruction.
Fails to incorporate reflection and assessment results in lesson development.	Minimally incorporates reflection and assessment results in lesson development.	Incorporates reflection and assessment results in lesson development.	Works with colleagues and various teams in incorporating reflection and assessment results in lesson development to differentiate instruction.
Fails to communicate clear assessment criteria and standards to students and families.	Minimally communicates assessment criteria and standards to students and families, or criteria/standards are confusing or ill-defined.	Communicates clear assessment criteria and standards to students and families.	As an integral part of the lesson/unit of study, communicates clear assessment criteria and standards to students and families.
No variety evident in use of assessments.	Demonstrates limited variety in use of assessments.	Uses multiple assessments appropriately. (Rubrics, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques.)	Develops and uses multiple assessments appropriately. Assessments are selected for the intended purpose of the learning goals.
Assessments do not align with lesson and course objectives.	Assessments are minimally aligned with lesson and course objectives.	Assessments are aligned with lesson and course objectives.	Assessments are aligned with lesson and course objectives; adjustments for differentiated learning are evident.
Feedback is either absent, of poor quality or not provided in a timely manner.	Feedback is inconsistent in quality and timelines. Some elements of high quality are present.	Feedback is consistently high quality and provided in a timely manner.	Feedback is consistently high quality and provided in a timely manner. Provision is made for students to use feedback in their learning.

## PROFESSIONAL PREPARATION AND SCHOLARSHIP

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
<p>Fails to recognize strengths and areas in need of growth.</p>	<p>Provides generalized comments/suggestions regarding strengths and areas in need of growth; makes minimal effort toward improvement.</p>	<p>Makes an effort toward improvement; identifies strengths and areas in need of growth.</p>	<p>Consistently recognizes strengths and areas of growth with a focus on improvement; clearly delineates annual learning and teaching goals.</p>
<p>Fails to participate in staff development.</p>	<p>Participates in staff development to a limited extent when opportunities are presented.</p>	<p>Seeks out opportunities for staff development to enhance content knowledge and teaching skills.</p>	<p>Seeks out opportunities for staff development to enhance content, knowledge and teaching skills. Works with colleagues to apply knowledge and skills in a consistent manner.</p>
<p>Fails to use feedback for the purpose of self-reflection and goal setting.</p>	<p>Minimally uses feedback for the purpose of self-reflection and goal setting.</p>	<p>Uses feedback for the purpose of self-reflection and goal setting.</p>	<p>Consistently uses feedback for the purpose of high quality self-reflection and detailed goal setting.</p>
<p>Fails to participate in development and support of the building's school improvement process and district initiatives.</p>	<p>Minimally participates in development and support of the building's school improvement process and district initiatives.</p>	<p>Participates in development and support of the building's school improvement process and district initiatives.</p>	<p>Takes a leadership role as a participant in the development and support of the building's school improvement process and district initiatives.</p>
<p>Fails to access available resources and personnel to support students.</p>	<p>Minimally accesses available resources and personnel to support students.</p>	<p>Accesses available resources and personnel to support students.</p>	<p>Accesses available resources and personnel to support students and shares this information with colleagues.</p>

## PROFESSIONAL PREPARATION AND SCHOLARSHIP (cont.)

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Fails to assume responsibility for parent communication in a professional and timely manner.	Inconsistently assumes responsibility for parent communication in a professional manner.	Assumes responsibility for parent communication in a professional and timely manner.	Initiates ongoing parent communication in a professional manner.
Fails to employ an effective system for managing paperwork and timelines.	Employs a somewhat effective system for managing paperwork and timelines.	Employs a fully effective system for managing paperwork and timelines.	Employs a fully effective system for managing paperwork and timelines which models an efficient system for students.
Contributes negatively or sabotages others' efforts as a member of a Professional Learning Community. (PLC)	Fails to contribute as a member of a Professional Learning Community. (PLC)	Contributes as a member of a Professional Learning Community. (PLC)	Takes a leadership role as a member of a Professional Learning Community. (PLC)
Fails to use effective communication skills.	Minimally uses effective communication skills.	Uses effective communication skills.	Uses effective communication skills and encourages others to communicate.
Projects negative intent when working with students, families and colleagues.	Seldom presumes positive intent in working with students, families, and colleagues.	Presumes positive intent in working with students, families, and colleagues.	Presumes positive intent when working with students, families and colleagues. Initiates varied ways to reach out to the community.

# **ENVIRONMENT**

<b><u>Unsatisfactory</u></b>	<b><u>Basic/Approaching Standard</u></b>	<b><u>Proficient/Meets Standard</u></b>	<b><u>Distinguished/Exceeds Standard</u></b>
Student interactions are characterized by conflict, sarcasm, or put-downs.	Students demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.
Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students.	Teacher displays knowledge of the interests or cultural heritage of individual students.
Instructional goals and objectives, activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and objectives, activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish high expectations for the learning of all students through planning learning activities, interactions, and the classroom environment.
Staff conveys a negative attitude for what is being taught.	Staff conveys minimal enthusiasm for what is being taught.	Staff conveys genuine enthusiasm for what is being taught.	Staff conveys genuine enthusiasm for what is being taught and consistently communicates this to students, parents, and colleagues.
The classroom is not safe and fails to support the learning environment.	The classroom is safe but its arrangement minimally supports the learning environment.	The classroom is safe and its arrangement supports the learning environment.	The classroom is safe and welcoming; its arrangement promotes a positive learning environment.

## **INSTRUCTIONAL SKILL AND CLASSROOM TEACHING PRACTICE**

<u><b>Unsatisfactory</b></u>	<u><b>Basic/Approaching Standard</b></u>	<u><b>Proficient/Meets Standard</b></u>	<u><b>Distinguished/Exceeds Standard</b></u>
Lack of communication skills impedes learning.	Communication skills sometimes impede learning.	Uses effective communication skills.	Communication skills enhance learning and are mirrored in student communication skills.
Activities and assignments are not appropriate to students.	Activities and assignments are sometimes appropriate to students.	Activities and assignments are appropriate to students.	Activities and assignments are appropriate to students who have input.
Flexible grouping is not utilized.	Uses flexible groupings inconsistently to meet needs of students.	Uses flexible groupings to deliver instruction and meet individual needs.	Uses flexible groupings to deliver instruction and meet individual needs. The students demonstrate understanding of the reasons for the groups.
Instructional objectives are not clear.	Instructional objectives are only moderately clear.	Instructional objectives are clear.	Instructional objectives are clear, written in student language and understood by students.
Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion.	Teacher directions and procedures are clear.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.

## INSTRUCTIONAL SKILLS AND CLASSROOM TEACHING PRACTICE, CONT.

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Active processing strategies are not evident.	Active processing strategies are minimally evident.	Uses a wide variety of active processing strategies to engage students in learning.	Uses a wide variety of active processing strategies to engage students in learning and reflects current research.
Technology is not used to improve instruction and learning.	Technology is seldom used to improve instruction and learning.	Incorporates available technology to improve instruction and learning.	Varied technology is a part of daily resources and used to enhance student learning to support learning goals.
Pacing is neither appropriate nor effective.	Pacing of the lesson is sometimes appropriate.	Pacing of the lesson is appropriate.	Pacing of the lesson is appropriate. Instruction is adjusted to enhance student learning and engagement.
Ignores or brushes aside students' questions or interests.	Attempts to accommodate students' questions or interests.	Successfully accommodates students' questions or interests.	Builds upon students' questions or interests to enhance learning.
Differentiation is not used. Instruction is never varied to meet student needs.	Differentiation of instruction is used inconsistently.	Differentiates instruction to meet the varied needs of students.	Differentiates instruction to meet the varied needs of students. Students have choice in learning activities to deepen understanding.

## LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Lesson objectives are unclear.	Designs lessons with inconsistently clear objectives sometimes focusing on concepts, skills and strategies.	Designs lessons with clear objectives focusing on concepts, skills, and strategies.	Designs lessons with clear objectives focusing on concepts, skills, and strategies. Students can make the link to prior learning and future lessons.
Instructional materials and resources are unsuitable to the instructional objectives.	Instructional materials and resources are sometimes suitable to the instructional objectives.	Instructional materials and resources are suitable to the instructional objectives and engage students mentally.	Instructional materials and resources are suitable to the instructional objectives and engage students mentally. Students participate in the choice, adaptation, or creation of materials to enhance their own goals.
The lesson or unit has no clearly defined structure.	The lesson or unit has a recognizable structure, although it is not uniformly maintained throughout the lesson.	The lesson or unit has a clearly defined structure.	The lesson or unit structure is highly defined, allowing for reflection and closure as appropriate.
District-adopted materials are rarely utilized in classroom instruction.	District-adopted materials are inconsistently utilized in instructional planning and delivery.	District-adopted materials are used consistently in planning and instruction.	District-adopted materials are used consistently in planning and instruction and matched with classroom assessments.
The PSD curriculum standards are seldom included in classroom instruction.	The PSD curriculum standards are sometimes included in classroom instruction.	The PSD curriculum standards are consistently incorporated in classroom instruction.	The PSD curriculum standards are consistently incorporated in classroom instruction. Enrichment and remediation reflect the standards.

## LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER, CONT.

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Never or seldom integrates curriculum.	Sometimes integrates curriculum standards across subject areas or themes.	Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.	Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience. Students are encouraged to initiate links across subject areas or themes.
A single resource is used to deliver instruction where multiple resources are needed.	Uses limited resources to deliver instruction where multiple resources are needed.	Uses multiple resources to deliver instruction.	Using multiple resources and student participation in selecting or adapting materials to deliver instruction.
Teacher makes content errors or does not correct content errors that students make.	Teacher displays basic content knowledge with occasional misperceptions.	Teacher displays solid content knowledge.	Teacher displays extensive content knowledge with evidence of continuing growth in the content area.
Instruction and activities do not reflect current research.	Instruction and activities sometime reflect current research.	Instruction and activities reflect current research.	Teacher can cite and label research and best practices.
Teacher's plans and practices reflect little or no understanding of prerequisite learning.	Teacher's plans and practices reflect some understanding of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices build on knowledge of prerequisite relationships which prescribe instruction. Teacher seeks causes for student misunderstanding.
There is little or no variance in pacing in regard to student need when lessons are planned.	Inconsistently determines pacing based on student needs when lessons are planned.	Determines pacing based on student needs.	Teacher is able to provide viable options in lessons for specific student needs.

Peninsula School District #401  
**Learning & Teaching Standards for Quality Professional Practice**  
**Evaluation Form D, Level I (Teachers)**

Name		Assignment		School/Dept.	
Dates:	Goal-Setting Conference		Mid-Year Goals Check		
	Observations:				

As required by law, check those criteria listed below as having been reviewed, observed or noted:

INSTRUCTIONAL STAFF CRITERIA	Unsatisfactory	Approaches Standard	Meets Standard	Exceeds Standard
♦ <b>Classroom Environment</b> WAC 392-191-010, #2 & 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Classroom Management</b> WAC 392-191-010, #1 & 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Instructional Classroom Teaching Practice</b> WAC 392-191-010, #1, 2, 3 & 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Lesson Planning and Design</b> WAC 392-191-010, #1, 3 & 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Assessment</b> WAC 392-191-010, #1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Professional Development &amp; Responsibilities</b> WAC 392-191-010, #3 & 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's required summary: In the space below, comment on overall job performance. If any criteria are checked as unsatisfactory, it must be addressed. Additional comments may be attached.

I find this employee's overall performance to be:

- Satisfactory     
  Unsatisfactory     
  Administrator comments attached

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

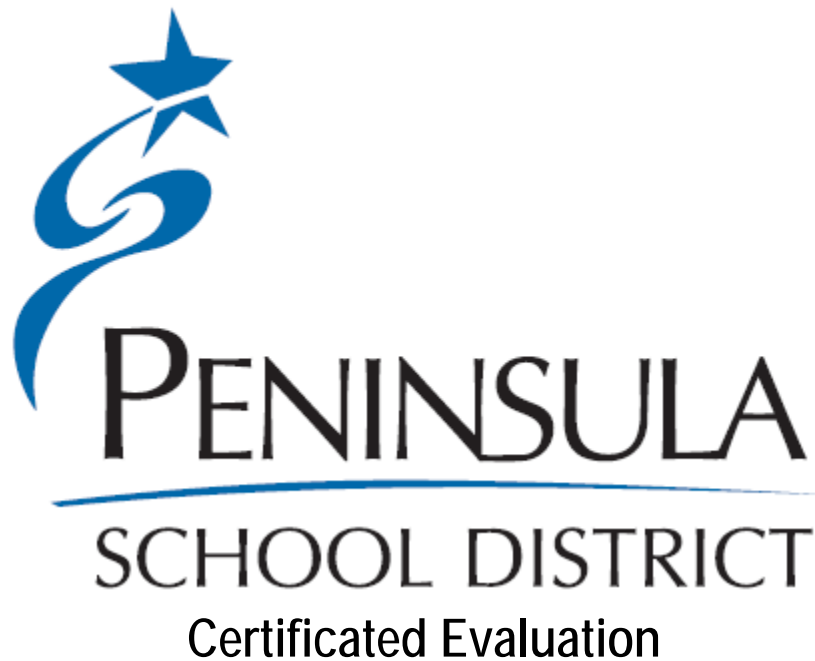
Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

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

- Plan of Improvement attached   
  Employee statement attached   
  Other \_\_\_\_\_

**Please forward this form to the Human Resources file.**

APPENDIX E



**Level 2**

**Teachers not on Level 1,  
After employee has completed 4 consecutive years of  
satisfactory evaluations, the last 2 years in the PSD**

**Learning & Teaching Standards for Quality Professional Practice**

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**Peninsula School District  
Certificated Evaluation, Introduction**

**Belief Statement**

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality-learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment, with clear performance expectations. It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance.

Professional growth and performance is assessed using the district's ***Learning & Teaching Standards for Quality Professional Practice***. (See Addendum A for Teachers and Addendum B for ESA)

**Guiding Principles**

1. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
  - Reflect the stages of professional growth
  - Provide opportunities for self-reflection
  - Recognize accomplishments and exemplary performance
  - Encourage professional growth and guide staff development
  
2. Our evaluation system will be:
  - Standards-based
  - User friendly
  - Reflective of different expectations for different job categories
  - Legal, supportive of certification requirements, and termination processes

<p>➤ <u>Teachers</u></p>	<p>➤ <u>Educational Staff Associates</u></p> <ul style="list-style-type: none"><li>○ School Nurses</li><li>○ Counselors</li><li>○ Psychologists</li><li>○ Speech/Language Pathologists (SLP)</li><li>○ Occupational Therapists (OT)</li><li>○ Physical Therapists (PT)</li><li>○ Social Workers</li></ul>
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3. There will be coordinated training about (1) goal-setting, (2) observation and the (3) evaluation process for staff & administrators.
  
4. We are committed to communicating issues/concerns to staff regarding performance, as defined in the *Learning & Teaching Standards for Quality Professional Practice* (Addendum A or B), and committed to working collaboratively to support staff as they work toward improvement.
  
5. We believe that ongoing feedback is crucial to continued professional growth. Staff can expect frequent "walk-throughs" and informal administrative observations. Peer support and collaboration are encouraged.

**Peninsula School District**  
**Learning & Teaching Standards for Quality Professional Practice**  
**Level 2 Responsibilities**

*All Employees not on Level 1, after employee has completed  
4 consecutive years of satisfactory evaluations, the last 2 years in the PSD.*

**Individual**

- Complete *Self-Evaluation* form
- Establish personal/professional goals that include district and state *Learning & Teaching Standards for Quality Professional Practice* and support the building goals.
- Meet with administrator by October 15 to discuss and submit *Professional Development Program Plan* which should also address the goals..
- Meet with administrator for mid-year check on *Professional Development Verification Summary, Form E* preferably by February 15.
- Complete end of year *Professional Development Verification Summary, Form E* by May 15.
- Staff participates in district and building training and seeks out opportunities for professional growth.

**Administrator**

- Meet with staff member prior to October 15 to discuss goals.
- Meet with staff member for mid-year check, preferably by February 15.
- Schedule and hold a conference with each staff member prior to May 31, to review progress on goals.
- Complete *Verification Report* and forward to Human Resources and keep a copy in the building file. Give one copy to the staff member.
- Schedule and participate in training for staff.
- Per RCW 28A.405.100, Subsection 5, every fourth year hold a review conference with staff member, to review reflections and evidence of proficiency and growth in the *Learning & Teaching Standards for Quality Professional Practice* and determine if the staff member will remain on Level 2.

**PENINSULA SCHOOL DISTRICT**  
*Learning & Teaching Standards for Quality Professional Practice*  
**Professional Goals Worksheet, Form B, (Teachers & ESAs)**  
 (To be completed by October 15<sup>th</sup>)

**Staff Member** \_\_\_\_\_ **Evaluator** \_\_\_\_\_ **School Year** \_\_\_\_\_

<b><u>Learning &amp; Teaching Goal</u></b> <b>(1 per page)</b>	<b>Identify those plans, projects, activities, etc., to be completed in support of learning goal</b>	Identify how learning goal will be evaluated, including timelines and responsibility	Please Specify Type of Support Requested, i.e., TOSA, In Service, Observation/Feedback, Book, etc.

Peninsula School District #401  
***Learning & Teaching Standards for Quality Professional Practice***  
**Teachers, Level 1 & 2**  
***Addendum A***

**CLASSROOM MANAGEMENT & STUDENT DISCIPLINE**

- ◆ Standards of conduct are clear to all students.
- ◆ Staff responses to misbehavior are appropriate, successful and demonstrate respect for the student.
- ◆ Transitions occur smoothly with little loss of instructional time.
- ◆ Routines for handling materials and supplies occur smoothly with little loss of instructional time.
- ◆ Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning.
- ◆ Establishes management practices that result in minimal loss of instructional time.

**ASSESSMENT**

- ◆ Administers district and state mandated assessments as required.
- ◆ Incorporates reflection and assessment results in lesson development.
- ◆ Communicates clear assessment criteria and standards to students and families.
- ◆ Uses multiple assessments appropriately. (Rubrics, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques)
- ◆ Assessments are aligned with lesson and course objectives.
- ◆ Feedback is consistently high quality and is provided in a timely manner.
- ◆ Assessment criteria and standards are clear and have been clearly communicated to students.

**PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- ◆ Makes an effort toward improvement; Identifies strengths and areas in need of growth.
- ◆ Seeks out opportunities for staff development to enhance content knowledge and teaching skills.
- ◆ Uses feedback for the purpose of self-reflection and goal setting.
- ◆ Participates in development and support of the building's school improvement process and district initiatives.
- ◆ Accesses available resources and personnel to support students.
- ◆ Assumes responsibility for parent communication in a professional and timely manner.
- ◆ Employs a fully effective system for managing paperwork and timelines.
- ◆ Contributes as a member of a professional learning community (PLC).
- ◆ Uses effective communication skills.
- ◆ Presumes positive intent in working with students, families and colleagues.

**ENVIRONMENT**

- ◆ Student interactions are generally polite and respectful.
- ◆ Teacher displays knowledge of the interests or cultural heritage of groups of students.
- ◆ Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement.
- ◆ Staff conveys genuine enthusiasm for what is being taught.
- ◆ The classroom is safe and its arrangement supports the learning environment.

**INSTRUCTIONAL SKILL AND CLASSROOM TEACHING PRACTICE**

- ◆ Uses effective communication skills.
- ◆ Activities and assignments are appropriate to students.
- ◆ Uses flexible groupings to deliver instruction and meet individual needs.
- ◆ Instructional objectives are clear.
- ◆ Teacher directions and procedures are clear.
- ◆ Uses a wide variety of active processing strategies to engage students in learning.
- ◆ Incorporates available technology to improve instruction and learning.
- ◆ Pacing of the lesson is appropriate.
- ◆ Successfully accommodates students' questions or interests.
- ◆ Differentiates instruction to meet the varied needs of students.

**LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER**

- ◆ Designs lessons with clear objectives focusing on concepts, skills, and strategies.
- ◆ Instructional materials and resources are suitable to the instructional objectives and engage students mentally.
- ◆ District-adopted materials are used consistently in planning and instruction.
- ◆ The lesson or unit has a clearly defined structure.
- ◆ The PSD curriculum standards are consistently incorporated in classroom instruction.
- ◆ Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.
- ◆ Uses multiple resources to deliver instruction.
- ◆ Teacher displays solid content knowledge.
- ◆ Instruction and activities reflect current research.
- ◆ Teacher's plans and practices reflect understanding of pre-requisite relationships among topics and concepts.
- ◆ Determines pacing based on student needs.

**Peninsula School District**  
**Learning & Teaching Standards for Quality Professional Practice**  
**Professional Development Plan (PDP) Summarization, Form E**  
(Level 2 – Teachers)

Name \_\_\_\_\_ School Year \_\_\_\_\_

Location \_\_\_\_\_ Current Position \_\_\_\_\_

Professional Development is an on-going process throughout a professional's career. During the school year, periodically reflect on your progress toward your goals.

---

**Middle of the year:** At this point in the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What is going well? What would you change and why? Where do you feel you need support? How do you know students are engaged and learning is improving? (Due by Feb. 15)*

**End of year:** At the end of the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What went well? What would you change and why? How did you know students were engaged and learning improved? What is the final evidence of achievement or movement toward goals? (Complete and return to your supervisor by May 15<sup>th</sup>)*

This verifies that this staff member has completed one year on PDP and a year-end conference

Employee Signature _____	Date _____
Evaluator Signature _____	Date _____
<input type="checkbox"/> Progress is satisfactory	<input type="checkbox"/> Administrator comments attached

**(To be completed by May 31<sup>st</sup> and forwarded to the Human Resources file.)**

## CLASSROOM MANAGEMENT & STUDENT DISCIPLINE

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and have been developed with student participation.
Staff does not respond to misbehavior or does so in a negative manner.	Staff responses to misbehavior are evident but inconsistent and minimally successful.	Staff responses to misbehavior are appropriate, successful, and demonstrate respect for the student.	Staff's proactive interactions with students result in minimal, if any, misbehavior.
Much time is lost during transitions.	Transitions are sporadically efficient; resulting in some loss of instructional time.	Transitions occur smoothly; with little loss of instructional time.	Transitions are seamless; with students assuming some responsibility for efficient operation.
Materials are handled inefficiently; resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly; with little loss of instructional time.	Routines for handling materials and supplies are seamless; with students assuming some responsibility for efficient operation.
Lack of classroom structures and expectations result in behavior issues and seriously impede student learning.	Lack of classroom structures and unclear expectations result in some behavior issues and limit student learning.	Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning.	Classroom structures and expectations are clear resulting in uninterrupted instructional time and enhanced student learning.
Lack of management practices result in significant loss of instructional time.	Management practices result in moderate loss of instructional time.	Establishes management practices that result in minimal loss of instructional time.	Distinct management practices result in maximum instructional time.

# ASSESSMENT

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Fails to administer district and state mandated assessments as required.	Administers district and state mandated assessments as required with some errors in protocol.	Administers district and state mandated assessments as required.	Administers district and state mandated assessments as required. Integrates test preparation into regular classroom instruction.
Fails to incorporate reflection and assessment results in lesson development.	Minimally incorporates reflection and assessment results in lesson development.	Incorporates reflection and assessment results in lesson development.	Works with colleagues and various teams in incorporating reflection and assessment results in lesson development to differentiate instruction.
Fails to communicate clear assessment criteria and standards to students and families.	Minimally communicates assessment criteria and standards to students and families, or criteria/standards are confusing or ill-defined.	Communicates clear assessment criteria and standards to students and families.	As an integral part of the lesson/unit of study, communicates clear assessment criteria and standards to students and families.
No variety evident in use of assessments.	Demonstrates limited variety in use of assessments.	Uses multiple assessments appropriately. (Rubrics, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques.)	Develops and uses multiple assessments appropriately. Assessments are selected for the intended purpose of the learning goals.
Assessments do not align with lesson and course objectives.	Assessments are minimally aligned with lesson and course objectives.	Assessments are aligned with lesson and course objectives.	Assessments are aligned with lesson and course objectives; adjustments for differentiated learning are evident.
Feedback is either absent, of poor quality or not provided in a timely manner.	Feedback is inconsistent in quality and timelines. Some elements of high quality are present.	Feedback is consistently high quality and provided in a timely manner.	Feedback is consistently high quality and provided in a timely manner. Provision is made for students to use feedback in their learning.

## PROFESSIONAL PREPARATION AND SCHOLARSHIP

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Fails to recognize strengths and areas in need of growth.	Provides generalized comments/suggestions regarding strengths and areas in need of growth; makes minimal effort toward improvement.	Makes an effort toward improvement; identifies strengths and areas in need of growth.	Consistently recognizes strengths and areas of growth with a focus on improvement; clearly delineates annual learning and teaching goals.
Fails to participate in staff development.	Participates in staff development to a limited extent when opportunities are presented.	Seeks out opportunities for staff development to enhance content knowledge and teaching skills.	Seeks out opportunities for staff development to enhance content, knowledge and teaching skills. Works with colleagues to apply knowledge and skills in a consistent manner.
Fails to use feedback for the purpose of self-reflection and goal setting.	Minimally uses feedback for the purpose of self-reflection and goal setting.	Uses feedback for the purpose of self-reflection and goal setting.	Consistently uses feedback for the purpose of high quality self-reflection and detailed goal setting.
Fails to participate in development and support of the building's school improvement process and district initiatives.	Minimally participates in development and support of the building's school improvement process and district initiatives.	Participates in development and support of the building's school improvement process and district initiatives.	Takes a leadership role as a participant in the development and support of the building's school improvement process and district initiatives.
Fails to access available resources and personnel to support students.	Minimally accesses available resources and personnel to support students.	Accesses available resources and personnel to support students.	Accesses available resources and personnel to support students and shares this information with colleagues.

## PROFESSIONAL PREPARATION AND SCHOLARSHIP (cont.)

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Fails to assume responsibility for parent communication in a professional and timely manner.	Inconsistently assumes responsibility for parent communication in a professional manner.	Assumes responsibility for parent communication in a professional and timely manner.	Initiates ongoing parent communication in a professional manner.
Fails to employ an effective system for managing paperwork and timelines.	Employs a somewhat effective system for managing paperwork and timelines.	Employs a fully effective system for managing paperwork and timelines.	Employs a fully effective system for managing paperwork and timelines which models an efficient system for students.
Contributes negatively or sabotages others' efforts as a member of a Professional Learning Community. (PLC)	Fails to contribute as a member of a Professional Learning Community. (PLC)	Contributes as a member of a Professional Learning Community. (PLC)	Takes a leadership role as a member of a Professional Learning Community. (PLC)
Fails to use effective communication skills.	Minimally uses effective communication skills.	Uses effective communication skills.	Uses effective communication skills and encourages others to communicate.
Projects negative intent when working with students, families and colleagues.	Seldom presumes positive intent in working with students, families, and colleagues.	Presumes positive intent in working with students, families, and colleagues.	Presumes positive intent when working with students, families and colleagues. Initiates varied ways to reach out to the community.

## ENVIRONMENT

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Student interactions are characterized by conflict, sarcasm, or put-downs.	Students demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.
Teacher displays little knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests or cultural heritage of groups of students.	Teacher displays knowledge of the interests or cultural heritage of individual students.
Instructional goals and objectives, activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and objectives, activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish high expectations for the learning of all students through planning learning activities, interactions, and the classroom environment.
Staff conveys a negative attitude for what is being taught.	Staff conveys minimal enthusiasm for what is being taught.	Staff conveys genuine enthusiasm for what is being taught.	Staff conveys genuine enthusiasm for what is being taught and consistently communicates this to students, parents, and colleagues.
The classroom is not safe and fails to support the learning environment.	The classroom is safe but its arrangement minimally supports the learning environment.	The classroom is safe and its arrangement supports the learning environment.	The classroom is safe and welcoming; its arrangement promotes a positive learning environment.

## INSTRUCTIONAL SKILL AND CLASSROOM TEACHING PRACTICE

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Lack of communication skills impedes learning.	Communication skills sometimes impede learning.	Uses effective communication skills.	Communication skills enhance learning and are mirrored in student communication skills.
Activities and assignments are not appropriate to students.	Activities and assignments are sometimes appropriate to students.	Activities and assignments are appropriate to students.	Activities and assignments are appropriate to students who have input.
Flexible grouping is not utilized.	Uses flexible groupings inconsistently to meet needs of students.	Uses flexible groupings to deliver instruction and meet individual needs.	Uses flexible groupings to deliver instruction and meet individual needs. The students demonstrate understanding of the reasons for the groups.
Instructional objectives are not clear.	Instructional objectives are only moderately clear.	Instructional objectives are clear.	Instructional objectives are clear, written in student language and understood by students.
Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion.	Teacher directions and procedures are clear.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.

## INSTRUCTIONAL SKILLS AND CLASSROOM TEACHING PRACTICE, CONT.

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Active processing strategies are not evident.	Active processing strategies are minimally evident.	Uses a wide variety of active processing strategies to engage students in learning.	Uses a wide variety of active processing strategies to engage students in learning and reflects current research.
Technology is not used to improve instruction and learning.	Technology is seldom used to improve instruction and learning.	Incorporates available technology to improve instruction and learning.	Varied technology is a part of daily resources and used to enhance student learning to support learning goals.
Pacing is neither appropriate nor effective.	Pacing of the lesson is sometimes appropriate.	Pacing of the lesson is appropriate.	Pacing of the lesson is appropriate. Instruction is adjusted to enhance student learning and engagement.
Ignores or brushes aside students' questions or interests.	Attempts to accommodate students' questions or interests.	Successfully accommodates students' questions or interests.	Builds upon students' questions or interests to enhance learning.
Differentiation is not used. Instruction is never varied to meet student needs.	Differentiation of instruction is used inconsistently.	Differentiates instruction to meet the varied needs of students.	Differentiates instruction to meet the varied needs of students. Students have choice in learning activities to deepen understanding.

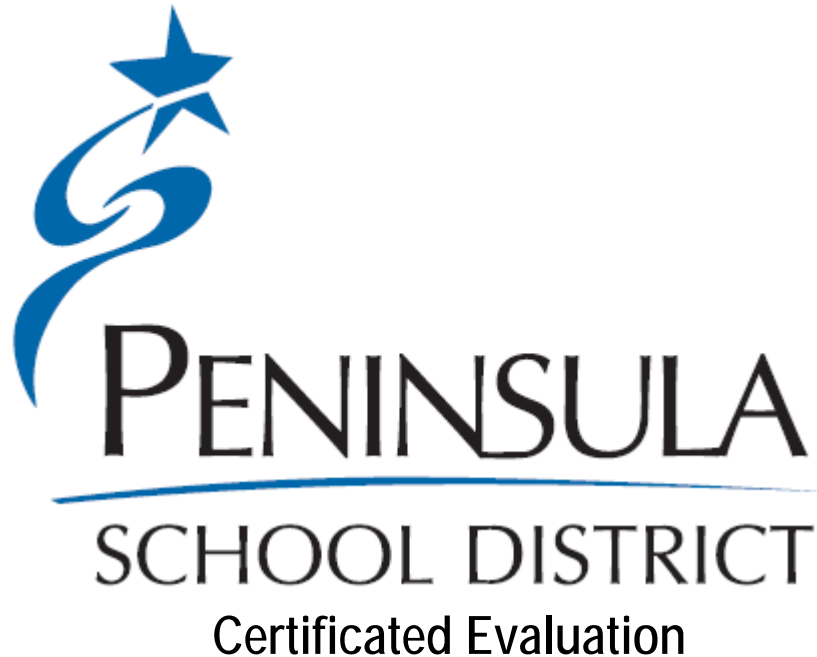
## LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Lesson objectives are unclear.	Designs lessons with inconsistently clear objectives sometimes focusing on concepts, skills and strategies.	Designs lessons with clear objectives focusing on concepts, skills, and strategies.	Designs lessons with clear objectives focusing on concepts, skills, and strategies. Students can make the link to prior learning and future lessons.
Instructional materials and resources are unsuitable to the instructional objectives.	Instructional materials and resources are sometimes suitable to the instructional objectives.	Instructional materials and resources are suitable to the instructional objectives and engage students mentally.	Instructional materials and resources are suitable to the instructional objectives and engage students mentally. Students participate in the choice, adaptation, or creation of materials to enhance their own goals.
The lesson or unit has no clearly defined structure.	The lesson or unit has a recognizable structure, although it is not uniformly maintained throughout the lesson.	The lesson or unit has a clearly defined structure.	The lesson or unit structure is highly defined, allowing for reflection and closure as appropriate.
District-adopted materials are rarely utilized in classroom instruction.	District-adopted materials are inconsistently utilized in instructional planning and delivery.	District-adopted materials are used consistently in planning and instruction.	District-adopted materials are used consistently in planning and instruction and matched with classroom assessments.
The PSD curriculum standards are seldom included in classroom instruction.	The PSD curriculum standards are sometimes included in classroom instruction.	The PSD curriculum standards are consistently incorporated in classroom instruction.	The PSD curriculum standards are consistently incorporated in classroom instruction. Enrichment and remediation reflect the standards.

## LESSON PLANNING / DESIGN AND KNOWLEDGE OF THE SUBJECT MATTER, CONT.

<u>Unsatisfactory</u>	<u>Basic/Approaching Standard</u>	<u>Proficient/Meets Standard</u>	<u>Distinguished/Exceeds Standard</u>
Never or seldom integrates curriculum.	Sometimes integrates curriculum standards across subject areas or themes.	Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.	Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience. Students are encouraged to initiate links across subject areas or themes.
A single resource is used to deliver instruction where multiple resources are needed.	Uses limited resources to deliver instruction where multiple resources are needed.	Uses multiple resources to deliver instruction.	Using multiple resources and student participation in selecting or adapting materials to deliver instruction.
Teacher makes content errors or does not correct content errors that students make.	Teacher displays basic content knowledge with occasional misperceptions.	Teacher displays solid content knowledge.	Teacher displays extensive content knowledge with evidence of continuing growth in the content area.
Instruction and activities do not reflect current research.	Instruction and activities sometime reflect current research.	Instruction and activities reflect current research.	Teacher can cite and label research and best practices.
Teacher's plans and practices reflect little or no understanding of prerequisite learning.	Teacher's plans and practices reflect some understanding of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher's plans and practices build on knowledge of prerequisite relationships which prescribe instruction. Teacher seeks causes for student misunderstanding.
There is little or no variance in pacing in regard to student need when lessons are planned.	Inconsistently determines pacing based on student needs when lessons are planned.	Determines pacing based on student needs.	Teacher is able to provide viable options in lessons for specific student needs.

APPENDIX F



**Level 1**  
**ESA Staff New to the District,**  
**ESA Staff on Provisional or Temporary Contracts,**  
**ESA Staff on Plans of Improvement or Probation**

**Learning & Teaching Standards for Quality Professional Practice**

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<b>6) Standards, Addendum B, ESAs .....</b>	<b>1 page</b>

**Peninsula School District  
Certificated Evaluation, Introduction**

**Belief Statement**

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality-learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment, with clear performance expectations. It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance.

Professional growth and performance is assessed using the district's ***Learning & Teaching Standards for Quality Professional Practice***. (See Addendum A for Teachers and Addendum B for ESA)

**Guiding Principles**

1. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
  - Reflect the stages of professional growth
  - Provide opportunities for self-reflection
  - Recognize accomplishments and exemplary performance
  - Encourage professional growth and guide staff development
  
2. Our evaluation system will be:
  - Standards-based
  - User friendly
  - Reflective of different expectations for different job categories
  - Legal, supportive of certification requirements, and termination processes

<ul style="list-style-type: none"><li>➤ <u>Teachers</u></li></ul>	<ul style="list-style-type: none"><li>➤ <u>Educational Staff Associates</u><ul style="list-style-type: none"><li>○ School Nurses</li><li>○ Counselors</li><li>○ Psychologists</li><li>○ Speech/Language Pathologists (SLP)</li><li>○ Occupational Therapists (OT)</li><li>○ Physical Therapists (PT)</li><li>○ Social Workers</li></ul></li></ul>
---	---
  
3. There will be coordinated training about (1) goal-setting, (2) observation and the (3) evaluation process for staff & administrators.
  
4. We are committed to communicating issues/concerns to staff regarding performance, as defined in the *Learning & Teaching Standards for Quality Professional Practice* (Addendum A or B), and committed to working collaboratively to support staff as they work toward improvement.
  
5. We believe that ongoing feedback is crucial to continued professional growth. Staff can expect frequent "walk-throughs" and informal administrative observations. Peer support and collaboration are encouraged.

**Peninsula School District**  
***Learning & Teaching Standards for Quality Professional Practice***  
**Level 1 Responsibilities**

*Employees on Level 1 include any certificated staff new to the district, on a provisional contract, on a temporary contract, on a plan of improvement, or on probation.*

**Individual**

- Meet with administrator to review evaluation process and job expectations **prior to the end of September.**
- Complete the *Self-Evaluation Form F (ESAs)* *or* the *Self-Evaluation Survey* at [http://websurveyor.net/wsb.dll/11172/selfeval\\_esa.htm](http://websurveyor.net/wsb.dll/11172/selfeval_esa.htm) prior to meeting with administrator.
- Hold conference with administrator to review Self-Evaluation and set goals (Professional Goals Worksheet, Form B (Teachers and ESAs)), based on the Learning & Teaching Standards, *for Quality Professional Practice (Addendum B, ESAs, Level 1 & 2)*, **by October 15<sup>th</sup>.**
- Expect a Formal Observation (Form G - ESAs) with administrator **within first ninety (90) calendar days of the start of school.**
- Staff will receive at least two Formal Observations; each preceded by a pre-conference, and followed by an optional post conference (upon staff member or administrator request). Written evaluation will be provided **within 6 working days.**
- Gather evidence to document achievement of goals (examples may include: student work, unit plans, classroom newsletters, press releases, videos, etc.).
- Staff and administrator hold conference to review evidence and progress toward goals **by May 15<sup>th</sup>.** Evaluation Form H – Level 1 (ESAs) received from administrator **by May 31<sup>st</sup>.**
- Staff participates in district and building training and seeks out opportunities for professional growth.

**Administrator**

- Review evaluation process and job expectations with staff **prior to the end of September.**
- Hold conference with staff member to review *Self Evaluation Form F (ESAs)* and set goals (Professional Goals Worksheet, Form B (Teachers and ESAs)) based on the *Learning & Teaching Standards for Quality Professional Practice (Addendum B, ESAs, Level 1 & 2)*, **by October 15<sup>th</sup>.**
- Conduct initial Formal Observation (Form G – ESAs) to ensure basic level of competence **within first ninety (90) calendar days of the start of school.**
- Complete at least two formal observations (Form G – ESAs), each with a pre and post conference OR each with a pre-conference. Written documentation will be provided to staff **within 6 school days** of formal observation or series of observations. Either administrator or staff member may request a post-conference.
- Hold conference with staff to review evidence and progress by **May 15<sup>th</sup>.**
- Complete Evaluation Form H - *Level 1 (ESAs)* **by May 31<sup>st</sup>** – forward one copy to Human Resources, one copy to the building file and one copy for staff member.

**PENINSULA SCHOOL DISTRICT**  
*Learning & Teaching Standards for Quality Professional Practice*  
**Professional Goals Worksheet, Form B, (Teachers & ESAs)**  
 (To be completed by October 15<sup>th</sup>)

<u>Staff Member</u>	<u>Evaluator</u>	<u>School Year</u>	
<b><u>Learning &amp; Teaching Goal</u></b> <b>(1 per page)</b>	<b>Identify those plans, projects, activities, etc., to be completed in support of learning goal</b>	<b>Identify how learning goal will be evaluated, including timelines and responsibility</b>	<b>Please Specify Type of Support Requested, i.e., TOSA, In Service, Observation/Feedback, Book, etc.</b>

Peninsula School District #401  
**Learning & Teaching Standards for Quality Professional Practice**  
**Educational Staff Associates (ESA), Level I**  
**Formal Observation Form G**

Name: \_\_\_\_\_ Position \_\_\_\_\_ Bldg. \_\_\_\_\_

Observation Date/Time \_\_\_\_\_ Activity/Lesson \_\_\_\_\_

<b>PROFESSIONAL PREPARATION AND SCHOLARSHIP</b>	
<ul style="list-style-type: none"> <li>◆ Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field.</li> </ul>	<p style="margin: 0;">My judgment is supported by:</p>
<ul style="list-style-type: none"> <li>◆ Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Relates and applies knowledge, research findings and theory to develop a program of services.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of indiv. students.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value</li> <li>◆ .</li> </ul>	
<b>MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT</b>	
<ul style="list-style-type: none"> <li>◆ Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level.</li> </ul>	<p style="margin: 0;">My judgment is supported by:</p>
<ul style="list-style-type: none"> <li>◆ Selects and recommends assessment materials, resource materials and equipment appropriate to student needs.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Protects student and family information as mandated by federal and state regulations &amp; consistently meets statutory requirements.</li> </ul>	
<b>INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL</b>	
<ul style="list-style-type: none"> <li>◆ Plans and implements a program to serve the needs of the school population, and the special needs of individual students.</li> </ul>	<p style="margin: 0;">My judgment is supported by:</p>
<ul style="list-style-type: none"> <li>◆ Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Provides staff training to meet the health, safety and educational needs of students.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Effectively leads meetings and discussions to determine the delivery of services to students when needed.</li> </ul>	
<ul style="list-style-type: none"> <li>◆ Responds promptly to requests for support and concerns expressed by other support and instructional staff members.</li> </ul>	

**INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL (Con't)**

- ◆ Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students.
- ◆ Presents the school's program to the public when opportunities are available in a professional

**SPECIALIZED SKILLS**

- ◆ Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable.
- ◆ Instructional goals and behavioral expectations are clear and effective
- ◆ Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families.
- ◆ Assists instructional staff and administrators to utilize specialized information in to the curriculum
- ◆ Administers assessment procedures or organizes and assists those who will administer assessment procedures.

My judgment is supported by:

**PROFESSIONALISM**

- ◆ Responds to parent and staff questions and concerns in an appropriate and timely manner.
- ◆ Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided.
- ◆ Utilizes peer and supervisor feedback to refine and shape practices.
- ◆ Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints.
- ◆ Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession.
- ◆ Implements an effective system for managing timelines and paperwork associated with the profession.
- ◆ Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.

My judgment is supported by:

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee statement attached       Pre-conference \_\_\_\_\_ Date  Post-conference \_\_\_\_\_ Date

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

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

Peninsula School District #401  
**Learning & Teaching Standards for Quality Professional Practice  
 Evaluation Form H, Level 1 (ESA)**

Name		Assignment		School/Dept.	
Dates:	Goal-Setting Conference		Mid-Year Goals Check		
	Observations:				

As required by law, check those criteria listed below as having been reviewed, observed or noted:

EDUCATIONAL STAFF ASSOCIATE CRITERIA	Unsatisfactory	Approaches Standard	Meets Standard	Exceeds Standard
♦ <b>Knowledge and Scholarship in Specialized Field</b> WAC 392-191-020, #1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Management of the Special and Technical Environment</b> WAC 392-191-020, #3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Involvement in Assisting Pupils, Parents and Educational Personnel</b> WAC 392-191-020, #5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Specialized Skills</b> WAC 392-191-020, #2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ <b>Professionalism</b> WAC 392-191-020, #4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's required summary: In the space below, comment on overall job performance. If any criteria is checked as unsatisfactory, it must be addressed. Additional comments may be attached.

-----  
 I find this employee's overall performance to be:

- Satisfactory     
  Unsatisfactory     
  Administrator Comments Attached

**Please forward to Human Resources**

**Peninsula School District #401**

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

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

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

Plan of Improvement attached  
  Employee statement attached  
  Other \_\_\_\_\_

**Learning & Teaching Standards for Quality Professional Practice Educational Staff Associate (ESA) Personnel,**

**Level 1 & 2**

## ***Addendum B***

### **PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- ◆ Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field.
- ◆ Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel.
- ◆ Relates and applies knowledge, research findings and theory to develop a program of services.
- ◆ Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.
- ◆ Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value.

### **MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT**

- ◆ Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level.
- ◆ Selects and recommends assessment materials, resource materials and equipment appropriate to student needs.
- ◆ Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments.
- ◆ Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession.
- ◆ Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.

### **INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL**

- ◆ Plans and implements a program to serve the needs of the school population, and the special needs of individual students.
- ◆ Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students.
- ◆ Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs.
- ◆ Provides staff training to meet the health, safety and educational needs of students.
- ◆ Effectively leads meetings and discussions to determine the delivery of services to students when needed.
- ◆ Responds promptly to requests for support and concerns expressed by other support and instructional staff members.
- ◆ Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students.
- ◆ Presents the school's program to the public when opportunities are available in a professional.

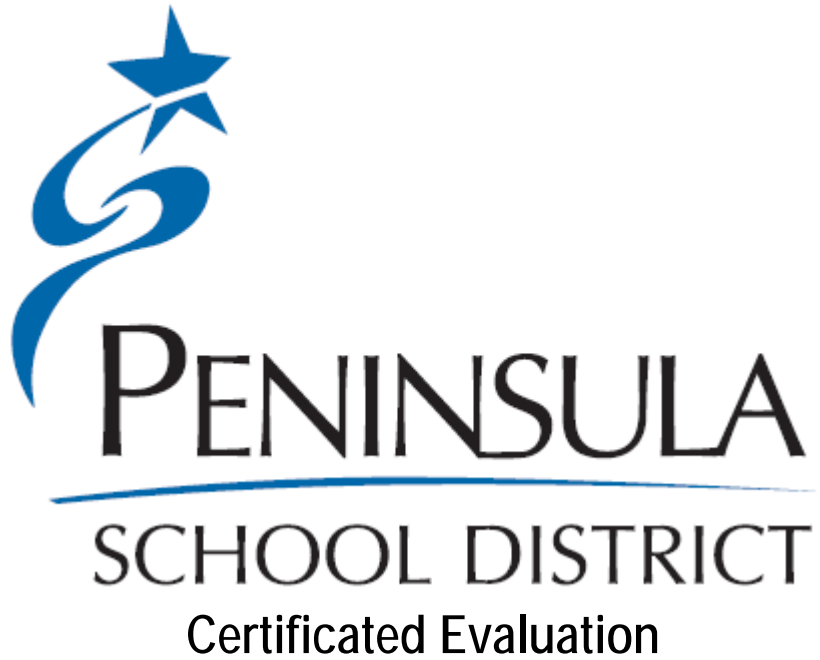
### **SPECIALIZED SKILLS**

- ◆ Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable.
- ◆ Instructional goals and behavioral expectations are clear and effective
- ◆ Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families.
- ◆ Assists instructional staff and administrators to utilize specialized information in to the curriculum.
- ◆ Administers assessment procedures or organizes and assists those who will administer assessment procedures.

### **PROFESSIONALISM**

- ◆ Responds to parent and staff questions and concerns in an appropriate and timely manner.
- ◆ Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided.
- ◆ Utilizes peer and supervisor feedback to refine and shape practices.
- ◆ Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints.
- ◆ Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession.
- ◆ Implements an effective system for managing timelines and paperwork associated with the profession.
- ◆ Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.

APPENDIX G



**Level 2**

**ESA Staff not on Level 1,  
After employee has completed 4 consecutive years of  
satisfactory evaluations, the last 2 years in the PSD**

**Learning & Teaching Standards for Quality Professional Practice**

**Table of Contents**

<b>1) Introduction .....</b>	<b>1 page</b>
<b>2) Responsibilities .....</b>	<b>1 page</b>
<b>3) Professional Goals Worksheet, Form B.....</b>	<b>1 page</b>
<b>4) Professional Goals Verification, Form I.....</b>	<b>1 page</b>
<b>5) Standards, Addendum B, ESAs .....</b>	<b>1 page</b>

**Peninsula School District  
Certificated Evaluation, Introduction**

**Belief Statement**

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality-learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment, with clear performance expectations. It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance.

Professional growth and performance is assessed using the district's ***Learning & Teaching Standards for Quality Professional Practice***. (See Addendum A for Teachers and Addendum B for ESA)

**Guiding Principles**

1. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
  - Reflect the stages of professional growth
  - Provide opportunities for self-reflection
  - Recognize accomplishments and exemplary performance
  - Encourage professional growth and guide staff development
  
2. Our evaluation system will be:
  - Standards-based
  - User friendly
  - Reflective of different expectations for different job categories
  - Legal, supportive of certification requirements, and termination processes

<ul style="list-style-type: none"><li>➤ <u>Teachers</u></li></ul>	<ul style="list-style-type: none"><li>➤ <u>Educational Staff Associates</u><ul style="list-style-type: none"><li>○ School Nurses</li><li>○ Counselors</li><li>○ Psychologists</li><li>○ Speech/Language Pathologists (SLP)</li><li>○ Occupational Therapists (OT)</li><li>○ Physical Therapists (PT)</li><li>○ Social Workers</li></ul></li></ul>
---	---
  
3. There will be coordinated training about (1) goal-setting, (2) observation and the (3) evaluation process for staff & administrators.
  
4. We are committed to communicating issues/concerns to staff regarding performance, as defined in the *Learning & Teaching Standards for Quality Professional Practice* (Addendum A or B), and committed to working collaboratively to support staff as they work toward improvement.
  
5. We believe that ongoing feedback is crucial to continued professional growth. Staff can expect frequent "walk-throughs" and informal administrative observations. Peer support and collaboration are encouraged.

**Peninsula School District**  
***Learning & Teaching Standards for Quality Professional Practice***  
**Level 2 Responsibilities**

*All Employees not on Level 1, after employee has completed  
4 consecutive years of satisfactory evaluations, the last 2 years in the PSD.*

**Individual**

- Complete *Self-Evaluation* form
- Establish personal/professional goals that include district and state *Learning & Teaching Standards for Quality Professional Practice* and support the building goals.
- Meet with administrator by October 15 to discuss and submit *Professional Development Program Plan* which should also address the goals..
- Meet with administrator for mid-year check on *Professional Development Verification Summary, Form E* preferably by February 15.
- Complete end of year *Professional Development Verification Summary, Form E* by May 15.
- Staff participates in district and building training and seeks out opportunities for professional growth.

**Administrator**

- Meet with staff member prior to October 15 to discuss goals.
- Meet with staff member for mid-year check, preferably by February 15.
- Schedule and hold a conference with each staff member prior to May 31, to review progress on goals.
- Complete *Verification Report* and forward to Human Resources and keep a copy in the building file. Give one copy to the staff member.
- Schedule and participate in training for staff.
- Per RCW 28A.405.100, Subsection 5, every fourth year hold a review conference with staff member, to review reflections and evidence of proficiency and growth in the *Learning & Teaching Standards for Quality Professional Practice* and determine if the staff member will remain on Level 2.

**PENINSULA SCHOOL DISTRICT**  
*Learning & Teaching Standards for Quality Professional Practice*  
**Professional Goals Worksheet, Form B, (Teachers & ESAs)**  
(To be completed by October 15<sup>th</sup>)

**Staff Member** \_\_\_\_\_ **Evaluator** \_\_\_\_\_ **School Year** \_\_\_\_\_

<b><u>Learning &amp; Teaching Goal</u></b> <b>(1 per page)</b>	<b>Identify those plans, projects, activities, etc., to be completed in support of learning goal</b>	Identify how learning goal will be evaluated, including timelines and responsibility	Please Specify Type of Support Requested, i.e., TOSA, In Service, Observation/Feedback, Book, etc.

**Peninsula School District**  
**Learning & Teaching Standards for Quality Professional Practice**  
**Professional Development Plan (PDP) Summarization Form I**  
(Level 2 – ESAs)

Name \_\_\_\_\_ School Year \_\_\_\_\_

Location \_\_\_\_\_ Current Position \_\_\_\_\_

Professional Development is an on-going process throughout a professional's career. During the school year, periodically reflect on your progress toward your goals.

---

**Middle of the year:** At this point in the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What is going well? What would you change and why? Where do you feel you need support?* **(Due by Feb. 15)**

**End of year:** At the end of the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What went well? What would you change and why? What is the final evidence of achievement or movement toward goals?* **(Complete and return to your supervisor by May 15<sup>th</sup>)**

This verifies that this staff member has completed one year on PDP and a year-end conference has been completed.

**(To be completed by May 31<sup>st</sup> and forwarded to the Human Resources file.)**

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

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

Progress is satisfactory

Administrator comments attached

Peninsula School District #401  
**Learning & Teaching Standards for Quality Professional Practice**  
**Educational Staff Associate (ESA) Personnel, Level 1 & 2**  
*Addendum B*

**PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- ◆ Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field.
- ◆ Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel.
- ◆ Relates and applies knowledge, research findings and theory to develop a program of services.
- ◆ Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.
- ◆ Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value.

**MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT**

- ◆ Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level.
- ◆ Selects and recommends assessment materials, resource materials and equipment appropriate to student needs.
- ◆ Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments.
- ◆ Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession.
- ◆ Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.

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

- ◆ Plans and implements a program to serve the needs of the school population, and the special needs of individual students.
- ◆ Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students.
- ◆ Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs.
- ◆ Provides staff training to meet the health, safety and educational needs of students.
- ◆ Effectively leads meetings and discussions to determine the delivery of services to students when needed.
- ◆ Responds promptly to requests for support and concerns expressed by other support and instructional staff members.
- ◆ Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students.
- ◆ Presents the school's program to the public when opportunities are available in a professional.

**SPECIALIZED SKILLS**

- ◆ Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable.
- ◆ Instructional goals and behavioral expectations are clear and effective
- ◆ Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families.
- ◆ Assists instructional staff and administrators to utilize specialized information in to the curriculum.
- ◆ Administers assessment procedures or organizes and assists those who will administer assessment procedures.

**PROFESSIONALISM**

- ◆ Responds to parent and staff questions and concerns in an appropriate and timely manner.
- ◆ Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided.
- ◆ Utilizes peer and supervisor feedback to refine and shape practices.
- ◆ Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints.
- ◆ Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession.
- ◆ Implements an effective system for managing timelines and paperwork associated with the profession.
- ◆ Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.

**Peninsula School District**

**2009-2010 School Calendar**

AT - Teachers

August-09							
S	M	T	W	T	F	S	
						1	
26 - LI Day (teacher required)	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
27 - Building Professional Day	23	24	25	26	27	28	29
	30	31					

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

12 - Building  
Professional Day  
(Non-school day)  
Potential Snow  
Make-up day

September-09							
S	M	T	W	T	F	S	
			1	2	3	4	5
2nd - 1ST DAY OF SCHOOL	6	7	8	9	10	11	12
7 - Labor Day	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30			

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

March 29 thru  
April 2  
Spring Break

October-09							
S	M	T	W	T	F	S	
					1	2	3
9 - Building Professional Day	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31

**Snow Make-Up  
Day(s)**  
March 12  
June 21  
June 22

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

31-Memorial Day

November-09							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
11 - Veteran's Day 26,27	15	16	17	18	19	20	21
Thanksgiving Break	22	23	24	25	26	27	28
	29	30					

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

18 - LAST DAY  
OF SCHOOL  
Snow Make-up  
21, 22

December-09							
S	M	T	W	T	F	S	
			1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
Winter Break Dec. 21 - Jan. 1	27	28	29	30	31		

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

January-10							
S	M	T	W	T	F	S	
					1	2	
1 - New Year's Day	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
18 - ML King Day	17	18	19	20	21	22	23
27 - Semester End	24	25	26	27	28	29	30
	31						

TEACHERS ONLY	
181 work days which includes 1 required, contracted Learning Improvement day (LI): August 26.	
In addition, there are 2 optional teacher Building Professional Days: August 27 and March 12.	
<b>1st Semester: 91 Days</b>	<b>2nd Semester: 90 Days</b>
1st day: Aug. 26, 2009	1st day: Jan. 28, 2010
Last day: Jan. 27, 2010	Last day: June 18, 2010

February-10							
S	M	T	W	T	F	S	
		1	2	3	4	5	6
	7	8	9	10	11	12	13
15 - President's Day	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28						

# PENINSULA SCHOOL DISTRICT NO. 401

## APPENDIX H-2

**Employee Name** \_\_\_\_\_ **School / Location** \_\_\_\_\_

### LEAVE & RELEASE TIME REQUEST

Will a Substitute be Required?  Yes  No  
 Date(s) \_\_\_\_\_ Time(s) \_\_\_\_\_  
 Full Day \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_

Complete Release Request Portion of Form

**The Reason for the Leave Request is:**

(To be received by substitute caller no later than 10 working days prior to absence when possible with the exception of Personal Leave which requires 24-hour notice whenever possible.)

\_\_\_\_\_ Medical Leave \_\_\_\_\_ Bereavement  
 \_\_\_\_\_ Military Leave (**attach copy of orders**)

Have you attempted to schedule your duty during non-school time? \_\_\_\_\_

Judicial Leave: \_\_\_\_\_ Juror/witness or District Co-Defendant  
 \_\_\_\_\_ Plaintiff / Defendant

\_\_\_\_\_ Personal leave (up to 3 days per school year deducted from sick leave)

**The Reason for the Release Request Is:**

(To be received by substitute caller no later than 10 working days prior to absence. **TRAVEL AUTHORIZATION portion of form must be completed.**)

\_\_\_\_\_ District Release Purpose: \_\_\_\_\_  
 \_\_\_\_\_ Building Release Purpose: \_\_\_\_\_  
 \_\_\_\_\_ PEA Release Purpose: \_\_\_\_\_  
 Bill PEA for substitute costs:  Yes  No  
 \_\_\_\_\_ Other Purpose: \_\_\_\_\_  
 Bill to: \_\_\_\_\_

*(written verification attached)*

\_\_\_\_\_ I **have not pre-arranged** with any substitute

\_\_\_\_\_ I **have pre-arranged** with \_\_\_\_\_  
 (Name of Pre-arranged Substitute Teacher)

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Principal/Program Manager Signature Budget Code

Substitute Approved: \_\_\_\_\_  
 Substitute Not Approved: \_\_\_\_\_  
 (All available spaces have been allocated)

1-Original: Sub Caller

cc: 2-Program Manager

3-Building / Department

4-Employee to Attach to Travel Expense Claim 02/2008

**Grade / Subject** \_\_\_\_\_ **Date Submitted** \_\_\_\_\_

### TRAVEL AUTHORIZATION

\_\_\_\_\_  
 Name of Organization / Sponsoring Body Purpose of Meeting

\_\_\_\_\_  
 Location of Meeting Date(s)

Method of Travel: \_\_\_\_\_ Private Vehicle \_\_\_\_\_ District Car / Van  
 \_\_\_\_\_ Air (District credit card may be used at approved travel agency)

Date & Time of Departure \_\_\_\_\_ / \_\_\_\_\_ AM \_\_\_\_\_ PM

IF EXPENSES ARE BEING REQUESTED PLEASE APPROXIMATE BELOW

Trans/Mileage	Lodging	Meals	Registration	Other	Substitute	Total
						\$

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

\_\_\_\_\_  
 Principal/Supervisor's Signature Date

\_\_\_\_\_  
 Program Manager's Signature Date Program Code / \$ Amount

\_\_\_\_\_  
 Program Manager's Signature Date Program Code / \$ Amount

APPENDIX H-3

Peninsula School District

Date and time received by  
Human Resources \_\_\_\_\_

**EMPLOYEE REQUEST FOR SHARED LEAVE**

To: Human Resources Department

FR: NAME: \_\_\_\_\_  
(Name of employee - please print)

LOCATION: \_\_\_\_\_

**RE: RECIPIENT OF SHARED LEAVE**

Under the provision of Board Policy No. 5320, I wish to become an eligible recipient of shared leave.

WAC 392-126-006, WAC 392-126-075 and the collective bargaining agreement provides that the leave share recipient must have exhausted his/her employee sick leave/vacation provisions. The individual must also be suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. Verification from a licensed physician is required.

I have read and understand the criteria in the district's policy and the WAC on Leave Sharing which will be used in determining my eligibility to participate in this program, and I have attached a signed statement describing in detail the reason(s) I am requesting shared leave. I have also attached documentation of the severe or extraordinary nature and expected duration of my condition from a licensed physician.

I hereby authorize the Human Resources Department to publish my request for shared leave through regular staff correspondence. Please check appropriate box:  Yes  No

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

<p><b>FOR OFFICE USE ONLY</b></p> <p><input type="checkbox"/> REQUEST GRANTED</p> <p><input type="checkbox"/> REQUEST DENIED</p> <p>Reason for denial: _____</p> <p>Approval Signature: _____</p> <p>Date _____</p>
---



Employees who are interested in donating sick leave days must meet the following qualifications and understand the following guidelines:

- 1. Donors must have an accumulated sick leave balance of more than 22 days (176 hours) and the transfer of sick leave donation will not cause the accumulated leave to go below 22 days (176 hours).**
- 2. Employees wishing to donate must use the attached form stating the number of days being donated.**
- 3. Donations will be accepted on a first-come, first-served basis.**
- 4. The employee donating the sick leave days will not be reimbursed unless the days are not used by the recipient.**
- 5. When the quota or number of days needed is reached, donations will no longer be accepted.**
- 6. For eligible donations, the days/hours will be transferred from donor to recipient based on the district payroll computation of each donor's hourly wages.**
- 7. Any unused sick leave donations will be returned to donors no later than August 31<sup>st</sup>.**
- 8. It will be the responsibility of the individual recipient to initiate renewal requests each contract year, if needed.**

To calculate the days available for donation:

- 1. Look at your pay stub and note the number of hours available.**
- 2. Take number of hours available and divide by the hours you work per day.**
- 3. These days are deducted from your sick leave balance and are not available for any further use for you, including sick leave buy back.**

APPENDIX H-5

PENINSULA SCHOOL DISTRICT  
FORMAL STATEMENT OF GRIEVANCE

Level: \_\_\_\_\_ Association: \_\_\_\_\_ Date: \_\_\_\_\_

Grievant Name: \_\_\_\_\_ Location: \_\_\_\_\_

Association Representative: \_\_\_\_\_ Phone No.: \_\_\_\_\_

1. Statement of Grievance:

2. Contract Provisions:

3. Remedy Requested:

-----  
Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Date Received: \_\_\_\_\_ Signature of Supervisor: \_\_\_\_\_  
-----

**RESPONSE:** Pursuant to Article VII, Section 7.3 and 7.4, Level One decisions shall be delivered in writing within five (5) school days, and Level Two within ten (10) school days after the written grievance is presented.

## APPENDIX I-1

### **RCW 28A.405.100**

#### **Minimum criteria for the evaluation of certificated employees, including administrators -- Procedure -- Scope -- Penalty.**

(1) The superintendent of public instruction shall establish and may amend from time to time minimum criteria for the evaluation of the professional performance capabilities and development of certificated classroom teachers and certificated support personnel. For classroom teachers the criteria shall be developed in the following categories: Instructional skill; classroom management, professional preparation and scholarship; effort toward improvement when needed; the handling of student discipline and attendant problems; and interest in teaching pupils and knowledge of subject matter.

Every board of directors shall, in accordance with procedure provided in RCW [41.59.010](#) through [41.59.170](#), [41.59.910](#) and [41.59.920](#), establish evaluative criteria and procedures for all certificated classroom teachers and certificated support personnel. The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction pursuant to this section and must be prepared within six months following adoption of the superintendent of public instruction's minimum criteria. The district must certify to the superintendent of public instruction that evaluative criteria have been so prepared by the district.

Except as provided in subsection (5) of this section, it shall be the responsibility of a principal or his or her designee to evaluate all certificated personnel in his or her school. During each school year all classroom teachers and certificated support personnel, hereinafter referred to as "employees" in this section, shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

At any time after October 15th, an employee whose work is judged unsatisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district. A probationary period of sixty school days shall be established. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW [28A.405.300](#). The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency; such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause under RCW [28A.405.300](#) or [28A.405.210](#).

## **APPENDIX I-2**

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

(2) Every board of directors shall establish evaluative criteria and procedures for all superintendents, principals, and other administrators. It shall be the responsibility of the district superintendent or his or her designee to evaluate all administrators. Such evaluation shall be based on the administrative position job description. Such criteria, when applicable, shall include at least the following categories: Knowledge of, experience in, and training in recognizing good professional performance, capabilities and development; school administration and management; school finance; professional preparation and scholarship; effort toward improvement when needed; interest in pupils, employees, patrons and subjects taught in school; leadership; and ability and performance of evaluation of school personnel.

(3) Each certificated employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

(4) The failure of any evaluator to evaluate or supervise or cause the evaluation or supervision of certificated employees or administrators in accordance with this section, as now or hereafter amended, when it is his or her specific assigned or delegated responsibility to do so, shall be sufficient cause for the nonrenewal of any such evaluator's contract under RCW [28A.405.210](#), or the discharge of such evaluator under RCW [28A.405.300](#).

(5) After an employee has four years of satisfactory evaluations under subsection (1) of this section, a school district may use a short form of evaluation, a locally bargained evaluation emphasizing professional growth, an evaluation under subsection (1) of this section, or any combination thereof. The short form of evaluation shall include either a thirty minute observation during the school year with a written summary or a final annual written evaluation based on the criteria in subsection (1) of this section and based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of such observations being prepared. However, the evaluation process set forth in subsection (1) of this section shall be followed at least once every three years unless this time is extended by a local school district under the bargaining process set forth in chapter [41.59](#) RCW. The employee or evaluator may require that the evaluation process set forth in subsection (1) of this section be conducted in any given school year. No evaluation other than the evaluation authorized under subsection (1) of this section may be used as a basis for determining that an employee's work is unsatisfactory under subsection (1) of this section or as probable cause for the nonrenewal of an employee's contract under RCW [28A.405.210](#) unless an evaluation process developed under chapter [41.59](#) RCW determines otherwise.

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