

MASTER CONTRACT
Between
Dayton School District No. 2
and
Columbia County
Education Association

September 1, 2018 to August 31, 2020

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This Agreement is made and entered into by and between the Dayton School District Board of Directors, hereinafter referred to as the "Board or District", and the Columbia County Education Association, hereinafter referred to as the "Association".

To facilitate effective employer-employee relations and in order for the cause of public education to be best served in the District, the Board and the Association do hereby agree as follows:

ARTICLE I - ADMINISTRATION

Section 1: EXCLUSIVE RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel contracted by the Board who work 20 or more consecutive days or 30 total days in the current school year. Such representation shall exclude all administrators and substitute teachers working fewer than 20 consecutive days or 30 total days. The term "certificated employee or employee" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining unit as defined. Wages and benefits of less than full-time equivalent employees shall be pro-rated.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

No member of the bargaining unit shall be required to join the Association. However, the Association is entitled to collect a representation fee from such non-Association bargaining unit personnel. Such fee shall be equal to the dues paid by Association members and shall be paid through either payroll deduction or direct payment. However, non-members are not allowed to make political payroll deductions. Such fair share representation fee shall be regarded as fair and just compensation to the Association for fulfilling its legal obligations to all members of the bargaining unit.

In the event the fair share representation fee is regarded by the non-member to be a violation of the right to non-association mandated by bona fide religious belief or the teachings or tenets of a church of which the non-member belongs, such objections shall be resolved according to the provisions of RCW 41.49.100, through the Public Employment Relations Commission.

The Association agrees to define and hold the District harmless against any legal actions brought against the District in reference to fair share representation fee deductions. This section shall not apply to bargaining unit members who are employed by Dayton Schools but who were not members of the Association as of May 1, 1986, for as long as they are employed by the Dayton School District.

Section 2: STATUS OF THE AGREEMENT

Any individual contract between the District and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. This Agreement shall supersede any rules, regulations or policies of the District which shall be contrary to or inconsistent with its terms.

Existing rules, regulations or policies of the District not in conflict with this Agreement shall remain in full force.

Section 3: MANAGEMENT RIGHTS

The right to manage the school district and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by the Agreement.

Section 4: AGREEMENT ADMINISTRATION

Association representative(s) may meet with the superintendent or his designee at mutually agreeable times during the school year to review school problems and practices and the administration of this Agreement. Both parties shall inform each other of the subjects to be discussed at least two days prior to such meetings to allow time for research and preparation it needed.

Section 5: CONFORMITY TO LAW

If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 6: PRINTING/DISTRIBUTION

Within a reasonable time following the ratification and signing of this agreement by the parties, the District shall have printed copies of this Agreement for each certificated employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. Five (5) additional copies shall be available to the Association. Ten (10) copies of the agreement will be provided to the District for distribution to administration, office staff, and the Board

of Directors. All certificated individuals making employment application to the District shall be provided for their examination of a copy of the Agreement by the District upon request.

The cost of printing will be billed to CCEA.

The bargained agreement will be available on the District website.

ARTICLE II - BUSINESS

Section 1: PAYROLL DEDUCTIONS

The Association shall have the rights of automatic payroll deduction of membership dues and fees for Association members.

The Association shall provide an automatic payroll authorization form to each employee. Once an employee has signed the automatic payroll authorization, dues deductions shall be continuous thereafter unless revoked as specified herein below.

The Association shall submit the signed automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues and fees shall be supplied to the District payroll office by the Association to determine monthly deductions.

Revocation of membership shall be made in writing by an employee to the Washington Education Association through the established process and shall become effective when the District receives confirmation from WEA that the membership has been revoked. The Association shall promptly submit notice of such revocation to the District payroll office, and the District will not discontinue dues collection until receipt of such notice.

The Association agrees to defend and hold the District harmless in the event any employee should bring legal action against the District for compliance with the dues deduction provisions contained in this agreement.

Section 2: OTHER DEDUCTIONS

The District shall upon receipt of signed authorization forms from an employee, deduct from the employee's salary and make appropriate remittance for group insurance plans and tax-sheltered annuities.

Section 3: ASSOCIATION PRIVILEGES

The Association and its membership have the privilege of using school building facilities for meetings outside of school hours. Building use shall be arranged through the building principal.

The Association has the privilege to use the District's office equipment when such equipment is not otherwise in use. Use of such equipment shall be granted by the building principal. The Association shall reimburse the district for supplies and materials incidental to such use.

The Association assumes full responsibility to pay for any damage to school equipment caused by official Association use. The Association shall lock, or otherwise secure, any facilities used for official Association functions.

The Association has the privilege to post notices of activities and matters of Association concern on a bulletin board in the faculty lounge in each school building of the District. Partisan political material shall not be posted on bulletin boards.

The Association and its representatives shall have access to all District buildings and to all employees. Such access shall not interrupt the instructional setting. Association representatives who are not employees of the District shall make arrangements through the main office of the building before any visitation during working hours.

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

The District will provide the Association president electronic copies of each school board meeting agenda and all supporting non-confidential documentation at such time as the District normally provides these documents to Board members.

The District will provide the Association reasonable access to new employees of the bargaining unit for the purpose of presenting information about the union. The Association President or other representative will have not less than 30 minutes, occurring during regular contract hours, to provide the new bargaining unit member with information about the Association. The Association and District will agree upon the time(s) so as to minimize disruption to the educational program. This time will be within the first 30 days of employment and will not occur during lunch or break periods.

The District will provide the Association with the name(s) of newly hired employees, and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address prior to the first staff workday or within three business days of the date of hire for employees hires after the start of the school year.

Section 4: RIGHT TO HEARING

Any employee other than a provisional employee receiving notification of nonrenewal of contract, discharge or adverse effect may elect to have the matter heard either by a hearing officer under statutory proceedings or an arbitrator in accordance with the grievance procedure. If arbitration is selected, the matter shall be commenced at the arbitration level.

ARTICLE III - PERSONNEL

Section 1: EMPLOYEE RIGHTS

Non-discrimination

There shall be no unlawful discrimination by either the Association or the District with respect to any employee because of such employee's age, gender, sexual orientation, marital status, race, religion, ethnicity, or national origin.

Self-organization

Employees shall have the right to self-organization, to form, join or assist employee organizations to bargain collectively through representatives of their own choosing.

Due Process

No employee shall be disciplined without just and sufficient cause (Appendix J). A certificated employee shall be entitled to have their chosen representative from the Association present when participating in a meeting in which the employee reasonably believes could lead to discipline or is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until their representative or an alternate representative of the Association is present. However, no meeting shall be delayed for more than two days. All information forming the basis of any reprimand, warning, or discipline shall be in writing and made available to the employee.

The District agrees to follow a policy of progressive discipline which normally should include: verbal warning, written warning, written reprimand, suspension without pay, and discharge. Discipline should be consistent with the seriousness of the offense. Individual steps of progressive discipline may be bypassed when the seriousness of the misconduct warrants.

The Parties recognize there may be instances when a supervisor wishes to inform an employee of a concern that may not, at the time, rise to a level requiring formal discipline. In such cases, the District may issue to employees Letters of Direction, which give specific directives or reiterate the District's rules or policies. Since the intent is only to inform the employee of specific concerns, such letters will not contain threats of future discipline as this can be construed as a formal disciplinary warning. Letters of Direction shall not be considered a disciplinary action and are not a required step in progressive discipline. Letters of Direction written in compliance with this agreement are not subject to the grievance process. Letters of Direction will be maintained in the supervisors working file for not more than two (2) years if no similar or related incidents have occurred.

Any complaint made against an employee will be promptly called to the attention of the employee. Complaints not called to the attention of the employee within 30 calendar days of their receipt or composition shall not be used in any disciplinary action against the employee, except in cases of possible criminal investigation.

Electronic Surveillance

The parties recognize the necessity of the use video or other electronic surveillance in common areas for security purposes. The District will not use any video or other electronic surveillance in other work areas to observe or monitor an employee without the employee's prior knowledge and consent. Electronic surveillance information may not be used in the evaluation process. No administrator or agent of the District will engage in monitoring of electronic surveillance recordings to target employees, and information obtained from surveillance cameras shall not be used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation.

Section 2: ACADEMIC FREEDOM

A certificated employee must be free to think and express ideas, free from undue pressure of authority and free to act within his professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District-authorized courses of study and to follow established District policies relating to review and presentation of controversial issues.

The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the educational profession. These responsibilities include:

- (a) a commitment to support the Constitution of the United States;
- (b) a concern for the welfare, growth and development of children;
- (c) an insistence upon objective scholarship.

Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as part of effective teaching. Any challenge of members of the professional staff relative to the use of

educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit shall be resolved through utilizing established administrative channels.

Section 3: GRIEVANCE PROCEDURE

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

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

If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may submit such grievance to the Superintendent directly, and the grievance will be commenced at Step 2. Grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed at Step 2.

Step 1

The grievant may invoke the formal grievance procedure through the Association on the form (Appendix # 1). A complete copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the superintendent or a representative designated by the superintendent. A grievance must be filed within twenty (20) school days of the occurrence of which the grievant complains.

Step 1.1

Within five (5) school days of receipt of the written grievance, the principal or designated supervisor shall meet with the Association in an effort to resolve the grievance. The principal or designated supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

Step 2

If the Association is not satisfied with the disposition of the grievance; or if no disposition has been made within five (5) school days of such meeting, or ten (10) school days from date of filing, whichever shall be later; the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his/her designee shall meet the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

Step 3

If the association is not satisfied with the disposition of the grievance; or if no disposition has been within five (5) school days of such meeting, the grievance shall be transmitted to the District Board of Directors. Within ten (10) school days the Board of Directors shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

Step 4

If the Association is not satisfied with the disposition of the grievance by the District Board or if no disposition has been made within the period above provided, the grievance at the option of the Association may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the District Board written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition by the District Board. If the parties cannot agree as to the arbitrator within five (5) calendar days from the notification date that arbitration will be pursued, the arbitrator shall be selected by

the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. However, if new or additional information comes to the attention of either party, said information may be used by either party so long as the party seeking to use it did not intentionally delay its disclosure.

Powers of the Arbitrator:

It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the Agreement as cited in the grievance form. Matters for which law provides another course of review shall be exempt from this grievance procedure.

The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties.

Arbitration Costs:

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

Time Limits:

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

Continuity of Grievances:

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

Section 4: PERSONNEL FILES

Employees shall have the right upon request to review all materials in their personnel files maintained by the District. The superintendent or his designee may be present during this review. A separate file for a processed grievance shall be kept apart from the employee's personnel file. The employee may have an Association representative present when reviewing his personnel file. An employee shall have the right to answer and/or refute in writing, any materials which may be judged by him to be derogatory to his conduct, service, character or personality. The written response shall be attached and made part of the employee's personnel file.

Section 5: CERTIFICATED CLASSROOM TEACHER EVALUATION PROCEDURE

PURPOSE

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

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

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

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

1. To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas, if any, in which the classroom teacher needs to improve his or her performance.

B. EVALUATOR QUALIFICATIONS:

1. All assigned evaluators shall have been trained in the adopted evaluation processes before such individuals may evaluate bargaining unit members. The District will maintain documentation with evidence of the successful completion of this training by each individual serving as an evaluator.
2. No teacher will be evaluated by an evaluator who has not been trained in the specific instructional framework and rubrics adopted by the parties.

C. APPLICABILITY FOR EVALUATION PROCESSES

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

1. **Classroom Teacher-** This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades.
2. **Non-Classroom bargaining unit members-** This employee group does not meet the classroom teacher definition and will remain on the evaluation system currently defined by this agreement or negotiated, as needed, by the parties:
 - **Psychologists**
 - **Speech Language Pathologists**
 - **Counselors**
 - **Librarians Media Specialists**
 - **TOSA**
 - **Other positions as may be identified by the parties**

D. PROFESSIONAL DEVELOPMENT

Each teacher shall receive adequate professional development focused on the adopted framework and state criteria to ensure a clear understanding of the evaluation process.

Evaluation procedures and criteria shall be provided and explained to all certificated employees by October 1st of each year or within 15 days of employment. Employees shall have access to any relevant forms and information appropriate to the teacher's position. Employees are encouraged to use the eVal system.

E. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

1. **Definitions**
 - a. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
 - b. **Component** shall mean the sub-section of each criterion.

- c. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. The building principal shall have the primary responsibility for the evaluation of the employees under his/her supervision.
- d. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- e. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence should be gathered through the normal course of employment. The district and association are interested in quality of evidence/artifacts versus quantity. Input from students, parents or any other source shall not be used as evidence without consent of the employee.
- f. **Not Satisfactory** shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- g. **Student Growth Data** shall mean the change in student achievement between two points in time within the current school year, as agreed between the teacher and evaluator. Assessments used to demonstrate growth should originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. No percentages or specific numbers of students achieving the growth goal will be required by the evaluator.

2. State Evaluation Criteria:

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

3. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson.

Non-classroom teachers will be evaluated using the evaluation procedures previously agreed to or, when necessary, negotiated by the parties.

4. Criterion Performance Scoring

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

- a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- b. Criterion scoring shall follow the agreed upon scoring chart in Appendix L (1)
- c. Each rating will be assigned the following numeric values:

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

5. Summative Performance Rating

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

- 8-14—Unsatisfactory
- 15-21 —Basic
- 22-28—Proficient
- 29-32—Distinguished

6. Student Growth Criterion Score

a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

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

b. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student assessment that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score. Evaluators shall not consider school-wide or District-wide test scores when evaluating classroom teachers as current state testing does not measure two points in the same year or individual teacher impact.

c. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

- Compare student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- Create and implement a professional development plan to address student growth areas.
- Work with a mentor teacher

F. PROCEDURAL COMPONENTS OF EVALUATION

Philosophy:

As the main purpose of the evaluation process is to promote reflection on instructional practice and encourage employees' growth as professional educators, evaluators will begin from the assumption that all teachers are at Level 3 (Proficient). The fewest examples of evidence and artifacts necessary will be gathered and measured against the framework rubric to support this assumption. When a score other than Level 3 is to be given, further evidence/artifacts will be gathered to support the evaluator's conclusions.

1. Notification

The teacher will be notified by September 15th of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

2. Student Growth Goal Setting:

After October 31st, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. (Available in eVal) The goal for SG-6.1 and SG-8.1 may be the same goal. * Non-classroom teachers will not be required to submit student growth goals or scores.

3. Artifacts and Evidence (Examples- Appendix M):

The evaluator will collect and share artifacts and evidence necessary to complete the evaluation. The teacher may be asked to provide such additional artifacts and evidence as are reasonable and sufficient to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Evaluators may not mandate arbitrary numbers or types of evidence and artifacts. Any evidence/artifacts requested, or voluntarily provided by the teacher, shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score. No score shall be based on requirements that would compel work outside of the contract day, however, appropriate course work or other professional activities undertaken by the employee may be submitted and considered as evidence.

Substitute evaluations are intended to be a tool for staff to receive feedback and reflect on how to maximize learning when preparing substitute plans. The evaluations will not be used as part of the formal evaluation process unless included by the employee.

4. Record-Keeping

The District shall adhere to the following:

1. A copy of the final evaluation summary, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
2. Teachers shall have access to their eVAL account information from previous years.
3. Evaluators shall notify the teacher of any additional evidence submitted to eVAL within three days.
4. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
5. Teachers are encouraged but shall not be required to use the eVAL tool; an acceptable alternative will be made available.
6. Any and all data entered into eVAL shall be considered confidential.

5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without prior consent of the teacher. Recordings made with teacher consent shall be used for evaluation and not shared without permission. There will be no pressure from evaluators for teachers to use video or audio recording as part of their evaluation.

6. Alternative Evaluator – WAC 191A

Teachers may make a request to the Superintendent and CCEA for an alternative evaluator. Requests must be submitted in writing within ten (10) days of the first post observation conference.

G. COMPREHENSIVE EVALUATION PROCESS

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

Observation Cycle:

1. Pre-Observation/Planning Conference:

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and

to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

2. Formal Observation:

- a. All classroom teachers shall be observed at least twice each school year. The total annual observation time cannot be less than sixty (60) minutes. Observations lasting less than 10 minutes may not be used for evaluation without the consent of the employee.
- b. Provisional employees shall have at least one prearranged formal observation conducted within the first ninety (90) days of the school year. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Documented evidence gathered through informal observations must be communicated to the teacher.
- c. Non-provisional teachers will have one pre-scheduled 30-minute formal observation and an additional 30-minute accumulative observation time.
- d. The observations will occur no later than five (5) working days after the planning meeting (barring extenuating circumstances).
- e. Observations will not take place the first week of the school year, the last day before or after a break or on the day following an absence of the employee unless mutually agreed upon.
- f. The evaluator will document all formal observations using the negotiated form and provide the information to the employee within three (3) working days following the observation.
- g. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference and be used to determine the final evaluation score.

3. Reflective Conference:

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

4. Final Evaluation Conference:

- a. No later than June 1 the evaluator and teacher shall meet to discuss the teacher's final summative score. In circumstances where a summative score that would be considered not satisfactory is to be given, the evaluator will meet with the teacher prior to May 15th. The final summative score, including the student growth score, must be determined by an analysis of evidence against the instructional framework rubric. This analysis will include a holistic assessment of the teacher's performance over the course of the year.
- b. The teacher has the right to provide additional evidence for each criterion to be scored.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. If the teacher reasonably believes the criterion score or final summative score were not objectively scored, they may be granted any of the following:
 - An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the Association
 - Assignment of a new evaluator for the ensuing school year
 - Assignment of a mentor

e. The teacher will sign two (2) copies of the Final Summative Evaluation Report. (one copy employee, one copy-personnel file) The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report.

H. FOCUSED EVALUATION

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

If a non-provisional teacher has scored at Proficient or higher the previous year, they may be moved to Focused Evaluation. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by October 15.

1. The criterion area to be evaluated shall be proposed by the teacher at the goal setting conference and must be approved by the evaluator. Evaluators will only deny the employee's proposed criteria for valid reasons.

2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

3. Observations and conferences for the focused evaluation shall follow the process set forth in Section G: Comprehensive Evaluation Process. Non-provisional (30-minute formal and 30- minute accumulative).

4. The evaluator will give feedback on the selected criterion and other information gathered in the evaluation process but will not assign scores

5. The score received on the selected criterion is the score assigned as the final summative score.

6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration will be initiated by the teacher(s) and no individual shall be required to work on a shared goal. In some instances, there may be a school wide goal that all teachers will be collaborating on.

I. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. When a teacher is judged below Proficient, the following conditions and provisions shall be offered to the employee in support of their professional development:

Support Options May include:

- Four (4) days of district funded release time to observe colleagues' instruction
- Additional/different certificated employee evaluator
- A mentor
- Voluntary structured support plan
- In-service training
- Required mentor (RCW 28A.405.140)
- Be compensated at the curriculum rate of pay for any time that occurs outside the normal work day/year

2. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

J. PROVISIONAL EMPLOYEES

- a. When a second-year Provisional teacher receives a summative rating of 3- Proficient or 4- Distinguished the evaluator will submit the evaluation results to the superintendent to consider granting a continuing contract status for the subsequent school year as allowed by law.
- b. Requirement stated in RCW 28A.405.220 will be followed.

K. EVALUATION RESULTS

1. Evaluation results shall be used:

- To promote reflection on professional practice and facilitate continued professional growth.
- To document the level of performance by a teacher of his/her assigned duties.
- To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- To document performance by a teacher judged unsatisfactory based on the State evaluation criteria.

2. Evaluation results shall not be:

- Shared or published with any teacher identifying information.
- Shared or published without notification to the individual and Association.
- Used to determine any type of base or additional compensation.
- Used as part of any disciplinary process

Evaluation of Educational Para-Professionals:

Teachers shall be responsible for providing leadership and direction to para-professionals assigned to them in matters related to the classroom, insofar as such direction is not in conflict with that of the principal or program administrator. Each teacher utilizing the services of a para-professional may submit annually a written assessment of para-professional services in his/her classroom and make recommendations for appropriate training and/or in-service to the supervising administrator. Incorporation of such assessment into the formal evaluation of the para-professional shall be at the discretion of the supervising administrator.

Section 6: PROBATIONARY PROCEDURE

Probation (WAC 181-82-110 and RCW 28A.405.210)

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

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

5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of June 1st is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - Specific areas of performance deficiencies identified from the instructional framework;
 - A suggested specific and reasonable plan for improvement;
 - A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
6. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year. The employee may also access such resources as may be available from the Association.
7. Evaluation During the Probationary Period
 - a. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken. The employee may include an Association representative(s) in the process and to aid in the development of the plan.
 - b. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 - c. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of this agreement shall apply to the documentation of observation reports and evaluation reports during the probationary period.
 - d. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 - e. The probationary teacher may request that an additional certificated evaluator be included as a member of the probationary process and this request must be granted. This evaluator may be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
8. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
10. Evaluator's Post-Probation Report

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

- a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

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

11. Action by the Superintendent:

The Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

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

Non-Renewal/Discharge (RCW 28a.405.210)

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

Probable Cause

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

Section 7: NONRENEWAL OF PROVISIONAL EMPLOYEES

Every person employed by the district in a teaching or other nonsupervisory certificated position shall be considered a provisional employee during the first three (3) years of employment, unless:

1. The employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of employment with Dayton School District; or
2. the employee has received an evaluation rating below level 2 on the four-level rating system the third year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level 2 rating.
3. The employee has received one of the top two evaluation ratings during the second year of employment and is removed from provisional status by the school district superintendent.

In the event the superintendent of the school district determines that the employment contract of any provisional employee should not be renewed by the district, the notification of non-renewal and opportunity to appeal to the superintendent will be carried out in compliance with RCW 28A.405.220.

Section 8: STAFF PROTECTION

Employees will be included as insureds on District Liability policies, subject to the terms of such policies. Details of insurance coverage will be presented to employees at a general staff meeting.

Administrative procedures shall be developed for the protection of employees. Such procedures will provide guidelines for employees who, in the performance of their assigned duties, are threatened by individuals or groups. Threats made against an employee will be immediately brought to the attention of the employee. Threats made to an employee will be followed immediately by a timely meeting between the Superintendent, appropriate Principal, the Association, and the employee to ensure the safety of the employee. The Superintendent will make the final decision concerning the appropriate course of action.

Employees shall be reimbursed for the loss of personal equipment used by the employee provided such loss arises from fire, malicious damage by students or theft by forcible entry. Such equipment shall be registered each calendar year with, and its use authorized by, the employee's immediate supervisor before its use in the instructional process. The dollar value of the personal instructional equipment or materials shall be determined at the time it is being registered.

Section 9: ASSIGNMENTS, TRANSFERS, AND VACANCIES

All assignments shall be made in accordance with the requirements of state law, state administrative code, and the Superintendent of Public Instruction regulations.

Employees will be notified of their assignments for the ensuing school year at such time as the District is able to determine said assignment. A draft proposal of the staffing plan should be shared with staff by the principal no later than June 1. The District will reassign employees as necessary to meet unanticipated situations and/or emergencies. Employees reassigned will be notified in a timely manner by their supervisor or superintendent.

Employees whose assignments are changed at administrative request after August 15, will be provided assistance as set forth under "Administrative Transfers" 3 and 4.

For employees who desire a transfer or reassignment, the following procedures shall be followed:

1. Such request shall be made in writing at the time of a job posting.
2. Before April 15 of each academic year, the superintendent shall distribute to each employee a form by which employees may request transfer/reassignment to positions not currently open. Such form shall be designed for this purpose and approved by the Association president.

Definitions:

1. A "vacancy" is a position which has been newly created or an unfilled position which exists after making internal transfers to fill a position which has been permanently vacated.
2. A certified employee transfer request is one initiated by the employee for a change in assignment in the same or different building.
3. An administrative transfer is an administratively initiated change in department grade level, subject matter, or to a different classroom.
4. Assignment is the academic subject or combination of subjects which an employee teaches or performs and/or the grade level or combination of grade levels which an employee teaches or performs.
5. Reassignment is a change in an employee's grade level (K-5), physical classroom, or more than half of their subject matter (6-12).

Vacancies:

1. Vacancies shall be posted in all faculty rooms for a period of at least five (5) working days. Copies of such position postings shall be sent to the association president, sent electronically to certificated staff member's school email and posted electronically to the District web site. Vacancies shall not be filled until after the 5 day posting period has elapsed.
2. Persons who have filed for a transfer/reassignment shall be notified of vacancies which occur during the summer months.
3. Employees who wish to apply for a transfer to a vacant position shall make a written request to the building principal or superintendent by the closing date.

4. Employees not selected for transfer/reassignment shall be notified in writing within five (5) days after the position is filled. Upon request, the principal shall provide in writing or by personal conference, the specific reason(s) for non-selection.
5. Vacancies shall be filled on the basis of the job screening process which includes qualifications, formal schooling, interviewing process, and needs of the district. Current employee applicants not selected for transfer/reassignment may participate in the screening process set forth below.
6. Current employees shall serve in the interview process by volunteering or at the request of an administrator. The district will notify those bargaining unit members of time and place of interviews and the district will pay for substitutes, if necessary. The committee shall recommend candidates for selection to the superintendent in priority order, if appropriate. The recommendation shall include the signature of each member of the selection committee.
7. The district shall fill vacancies and new positions with their present staff whenever practical.
8. The District agrees to electronically communicate vacant extracurricular positions for five (5) days prior to advertising publicly or filling the position.

Administrative Transfers:

1. Notice of administrative transfers shall be given to the affected employee as soon as possible.
2. Notice of administrative transfer shall be personally delivered by the employee's administrator in a conference for that purpose. Notice shall contain the specific reason(s) for being selected for such a transfer. The transferred employee is entitled to discuss his/her personal desires at that time.
3. When informed, an employee receiving an administrative or voluntary transfer or reassignment will be released from teaching duties up to two (2) days or receive one (1) per diem day for time spent outside the school day as a result of the transfer.
4. The affected employee required to transfer may request the assistance of the maintenance operations and transportation department to help move the transferee's instructional materials.

Section 10: CONTRACTS, WORK DAY AND PAYMENT

Individual Employee's Contract: The district shall provide each employee a contract in conformity with Washington State law and terms of this Agreement.

Length of Contract:

The CCEA and the Dayton School District agree to a base contract as supported by the Washington State Legislature Any extension of the contracted days as agreed upon by the District and CCEA shall be computed at 1/180 (per diem) of the employee's regular contracted rate of pay. Any deviation from per diem pay for work beyond the school year defined by the legislature will be negotiated between the District and CCEA on an individual basis.

A total of two (2) additional days will be added to the current 180 day calendar for the 2018-2020 school years. A separate contract for these two (2) days will be given to each certificated employee.

The days are as follows:

- a. One District directed day for meetings, collaboration and preparation
- b. One District day for all employees

One and one half (1.5) days early release will be provided on four dates on which teachers may leave at 12:30 when students are released.

CCEA will present a calendar proposal for the Board's consideration prior to March 1st.

Supplemental/Extended Day contracts may be offered on a year to year basis. The District will provide a list of positions and days at the request of the association. The Association and affected employees will be notified in advance of any changes to the terms of such contracts. Job expectations and duties will be clearly delineated in each contract.

Release from Contract: An employee under contract may be released from the obligation of the contract upon request under the following conditions:

- (1) A letter of resignation must be submitted to the superintendent's office.
- (2) A release from contract prior to July 1 may be granted provided a letter of resignation is submitted prior to that date.
- (3) A release from contract may be granted after July 1 provided a satisfactory replacement can be found.
- (4) A release from contract may be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

Length of Work Day:

1. Regular building hours for teachers shall be seven (7) hours and forty-five (45) minutes which shall include a continuous thirty (30) minute duty-free lunch. The starting and dismissal time may vary from school to school and shall be determined by the District. Employees shall begin their work day thirty (30) minutes before the student's school day begins and shall continue until 30 minutes after the student's school day ends.

The normal workday shall be observed by all employees except when modified by use of appropriate leave.

No employee shall be required to attend mandatory meetings beyond the normal workday more than twice per month. Such meetings will not extend the workday more than thirty (30) minutes. In the event a meeting of this type is scheduled, employees may leave an equal number of minutes prior to the end of the work day on the last work day of that week.

Acknowledging the importance of staff being available to students, parents, colleagues before and after school, administrators may intermittently call meetings that do not extend the workday.

2. Employees will remain on campus during class or preparation periods unless they check out in the office to perform a task related to their position.
3. The District acknowledges the value of planning/preparation time. Planning and preparation time is provided by the District, so employees have time to prepare and plan lessons and assessments, analyze data, meet with other teachers, communicate with students, parents, administration, and other professional duties.

Elementary teachers will be provided with a minimum 270 minutes of planning/preparation time each week. This time will include a block of at least 30 continuous minutes each day exclusive of the 30 minutes before and after the student day.

Secondary teachers will be provided with daily planning/preparation time within the student day equal to a regular class period for the secondary school.

4. Teachers shall not normally be required to substitute for other teachers during their preparation time. However, if no substitute is available, or if the length of the absence makes hiring a daily substitute impractical (1 or 2 periods), teachers may be asked to cover for other teachers during their preparation time. If no one volunteers, the principal may assign teachers to cover for other teachers during their preparation time. As preparation is an important part of the work assignment, such covering for others shall be on an equitable basis and shall not be the normal mode of operation. Teachers who are assigned to cover for

others shall be paid at a rate of \$30.00 per hour. The parties will jointly develop a form for the purpose of reporting time and accumulated compensation earned.

5. The District will make every reasonable effort to minimize preparations when practical.
6. Payment: Employees shall be paid in twelve (12) monthly installments. Payment will be made on the last District work day of the month. All employees are required to participate in electronic direct deposit.

Section 11: SALARIES AND STIPENDS

1. Full credit will be given for verified teaching experience in other public or private school districts or other credit that qualifies for experience credit under SPI rules.
2. Experience credit will be given for up to three (3) years for time in the armed services, provided such service interrupted the individual's teaching career. The claimant must submit verification of both the prior teaching time and the active military duty.
3. Official transcripts for courses taken must be submitted to the Superintendent by September 30, in order for salary adjustment to be made for the current year. Alternative verification (grade reports, signed clock hour applications, etc.) will be accepted until official transcripts are available in the case that official transcripts are not available by September 30, but no later than October 31.
4. Certificated Employee's Salary Schedule, see Appendix E.
5. The extra-curricular salary schedule see Appendix F
6. Any teacher earning national certification shall receive the full amount of remuneration provided by the state.
7. Part-time substitutes working 30 or more days in the current school year shall be paid at a rate greater than the daily substitute rate as determined by the District. The Association will be informed and have input prior to changes of this pay rate. Long-term substitutes working 20 or more consecutive days in the same position shall be paid per diem rate based on the first step of the certificated salary schedule.

Pass Through of State Authorized and Funded Salaries:

The inflationary adjustment percentage (IPD) to the state salary allocation and any other state authorized funds for salaries shall be applied to the salary schedule in the manner and to the maximum allowed and funded by the state. The District, in consultation with the Association, will make any necessary adjustments on a timely and equitable basis over the course of each school year.

Section 12: INSURANCE BENEFITS

The District shall pay the full state funded amount per employee per month toward insurance premiums. Said payment shall apply to each full-time employee, and a prorated amount of the same for all regular part-time employees based on a full-time equivalency. All plans shall be mutually determined by the District and the Association. No plan may be implemented without prior written agreement of the District and the Association. Any plan implemented without Association approval shall not be valid, shall immediately be suspended and all premiums shall be refunded to the individual members who paid the same.

In addition to the state funded insurance premium, the District will also make an insurance benefit contribution to each full-time employee, and a prorated amount of the same for all regular part-time employees based on a full time equivalency. This payment is made to offset part or all of the cost associated with the "Health Care Authority", also known as the "retiree subsidy". The amount of this payment will be the actual cost assed by the state up to a maximum contribution of seventy dollars (\$70) per month per employee.

After each employee has made his/her selection of the benefits, remaining funds, if any, will be placed in a pool. Any remaining pooled funds will be available for equal distribution to cover employee's basic benefit premiums which exceed their generated benefits. Enrollment shall be for a thirty (30) day period and shall be completed by November 1. Once enrollment is completed, no insurance options may be added or deleted during the contract year except for changes in family status, job status, full-time equivalency status, or extreme financial hardship. In the event of the change in full-time equivalency, the district contribution will be recalculated.

Should an employee be hired after November 1, he/she may enroll in approved plans within thirty (30) days of hire. The District shall contribute the state funded amount for each full-time employee and a pro-rated amount of the same for all regular part-time employees based on full time equivalency. Coverage shall begin the first day of the month following date of hire provided the employee has worked at least half of the scheduled days in the month of hire.

An employee terminating employment shall be entitled to receive insurance benefits for the month in which he/she is terminating. If he/she works more than half of the work days in that month, coverage will continue through the following calendar month. Terminations effective at the end of the school year shall entitle employees to receive insurance benefits through September 30.

If a full-time employee's spouse is employed part-time, the full-time employee is eligible for the family coverage under the required health programs. The part-time employee has the option for the family dental coverage under the required health program.

All employees are eligible to participate in the District section 125 flexible pay plan. Such participation may include out-of-pocket premium cost for one or more district approved insurance plans. The administrative details to this plan will be developed by the district in conformance with IRS rules.

Section 13: LEAVES

Illness, Injury or Disability Leave: At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absences caused by illness, injury, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year. Any absence caused by illness, injury, disability and emergency shall be deducted from the individual's sick leave accumulation.

Any employee that utilizes more sick leave than they have earned (one day per month of each school year) and then resigns, retires, or is terminated shall have all unearned sick leave days deducted from their final pay check.

Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the number of days worked out of the total days in the work year.

Compensated leave may be applied to absence caused by illness, injury or disability to an employee or dependent. Compensated leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the appropriate supervisor. In any instance involving use of a fraction of day's sick leave account shall be calculated by the hour. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal, if an abuse of leave is indicated.

When an employee will be absent from work due to illness, he shall give notice to the principal or designee. If the absence may be for consecutive days, the District should be notified of the probable date of return.

An employee who is unable to perform the duties because of personal illness or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the superintendent and with written permission of his personal physician.

Family Leave: The parties hereto acknowledge that parental (maternity/paternity) and family leave are controlled by federal and state law. Applicable law is attached hereto.

Association leave: Up to ten (10) days of District paid leave per school year shall be provided for WEA/NEA sponsored activities. All Association leave must be screened and approved through the Association. Leave shall then be granted upon Association request. Whenever possible, notification of the leave shall be submitted at least three (3) days prior to the date the leave is to take effect. The costs of substitutes for such leave shall be borne by the Association. The listed 10 days are a total bank of days, i.e.; 10 days total per year - not 10 days per employee.

Other leaves: Leave of absence of up to one (1) year without pay may be granted by the Board for the purpose of study, travel, recuperation, child rearing, professional growth, or working in a professionally related field. A leave of absence for one (1) year entitles the employee to a normal salary increment contingent upon acceptance of said increase by appropriate state agencies. The employee shall notify the district by April 15 of the year in which he/she will return of his/her intentions regarding such return. The failure to notify the district may be deemed a resignation. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Upon request of the employee, such leave may be renewed for up to one (1) additional year.

Personal Leave: Members of the bargaining unit shall be granted two (2) days of paid personal leave per year, provided that a substitute is available. Personal Leave may not be taken during the first or last five (5) school days of the year. Exceptional circumstances may be approved by the superintendent or designee. Whenever possible, notification of the leave shall be submitted to the employee's principal at least three (3) days prior to the date the leave is to be taken. This provision may be utilized to extend regular school holidays, except Christmas and Spring Break, if requested and approved 10 days prior to the leave.

Unused personal leave may accumulate from year to year to a maximum of five (5) days. The members using the leave shall be responsible for providing lesson plans to cover the amount of time gone from work.

Unused personal leave days can be reimbursed at the current substitute rate, except during the last two years before retirement. Partial leave days may either be reimbursed or accumulated. The maximum reimbursement will be four days. A reimbursement claim form must be completed before the reimbursement can be made.

Bereavement leave: Paid bereavement leave shall be granted when there is a death in the immediate family, which is defined as: spouse; children; father; mother; sister; brother; grandparents; or grandchildren (of either husband or wife). Such leave shall be granted for up to seven (7) days upon request to the superintendent. A period of time greater than seven (7) days may be granted upon request to the Board of Directors. Requests for bereavement leave will be made in writing whenever practical. Cases involving other than individuals listed above shall be considered upon presentation of sufficient evidence for justification to the Superintendent. Additional time for circumstances beyond the control of the individual may be granted by the Employer upon the recommendation of the Superintendent.

Request for additional time must be filed within ten days after returning to duty.

Emergency Leave: Such leave may be granted with pay in cases of personal emergency. Approval of such leave will be restricted to matters of a personal emergency nature that cannot be done outside school hours; accidents in the immediate family requiring the family to remain together, weather conditions, one (1) day maximum, depending upon circumstances.

The term "immediate family" shall be defined as spouse, children, father, mother, brother, sister, grandparents and grandchildren (of either husband or wife).

Paid "emergency leave" may be granted for two (2) days upon request to the building principal; up to five (5) days upon request to the superintendent. A period of time greater than five (5) days may be granted upon

request to the Board of Directors. Requests for "emergency leave" will be made in writing as soon as possible.

Jury Duty and Subpoena Leave: Employees issued a summons for jury duty or a subpoena to appear in a court of law as a witness shall be given leave with pay without the loss of benefits for the time as the employee is required to be in attendance.

Flexible Leave Time: Occasionally an employee may make a written request for flexible leave time. This type of leave is restricted to the first and last thirty (30) minutes of the teacher work day and is not intended to alter the normal length of work day for any employee on a regular basis. If approved by supervisor, leave time requested shall be traded for equal amount of time on either the day of or the day before or after the request.

National Board Certification: The District will provide two (2) days of professional leave during the school calendar for the purpose of participating/completing tasks associated with the National Board Certification process. This may include testing, class attendance, study sessions, or completing National Board assignments. The two days may be taken as full days or in half-day increments.

Section 14: STAFF DEVELOPMENT

Effective staff development is necessary in providing continuing opportunities for employees. To that end, the District may from time to time implement employee development activities.

Staff development activities may include the following areas:

- (1) release time for classroom observation and visitation
- (2) release time for staff development workshops
- (3) workshops and classes developed to meet student needs
- (4) assistance for staff involved in curriculum innovation and change

The Association may recommend to the District topics for after school courses, workshops, conferences, and programs designed to improve the quality of instruction.

New Teacher Mentors

A. Purpose

Supporting teachers new to the Dayton School District to assist them in successful integration into the District's staff and programs.

B. Criteria

Any new certificated employee to the District will have access mentor program for the duration of their first year with the District.

Mentor teachers must have three years of successful teaching in Dayton School District to apply for a mentor position.

C. Compensation

New teacher (mentee) – Total of three (3) days per diem pay.

1 day for additional classroom preparation time

2 days for orientation, professional meetings and activities described on Mentor Checklist

Mentor teacher – Total of three days (3) days per diem pay

2 days for participation in summer training in BEST or other applicable workshops. (Returning mentors need not attend repeat workshops.)

1 day for providing support to new employee throughout the year

1 additional day will be granted for each additional new employee mentored

1 additional day may be granted for mentoring activities in years the mentor does not attend summer workshops.

Payment- Timesheets with recorded hours will be submitted for payment of mentor program compensation.

D. Duties

The mentor, the building principal, and the district support staff will be responsible for guiding the new teacher through the orientation process. Included in this process will be assisting the beginning employee in developing collegial relationships with other staff. It is expected that the mentor and new teacher will meet monthly throughout the year to complete items described in the Mentor Checklist (Appendix N). The Mentor Checklist will be submitted to the building principal at the conclusion of the year.

E. Selection

Mentors will be selected through an application process. The building principal will recommend the selection to the superintendent for Board approval. Priority for selection will be given to:

- A teacher the same/similar grade or subject
- Teacher with three years successful teaching experience in Dayton
- Teacher willing to attend or has attended Mentor training

F. Confidentiality

Mentors are expected to maintain confidentiality regarding their work with new teachers. The mentor teacher will not participate in or provide information to the building principal for the purpose of evaluation. Mentor teachers will not share information with administration without the consent of the new employee or in the case the mentor believes the new employee has breached the Code of Professional Conduct for Education Practitioners.

Section 15: CONTINUING EDUCATION POOL

The District will provide \$2,500 for employees to access continuing education opportunities at a college or university. Funds are for tuition cost only. Official transcripts and proof of tuition payment must be turned in to the District office prior to September 30. Funds will be allocated on or before May 1.

If total tuition receipts from all teachers are greater than \$2,500 reimbursement will be prorated.

Section 16: INSERVICE TRAINING

Employees may attend district approved; regional in-service training not offered by the district. Employees shall use district owned vehicles when available, if not available, reimbursement at the current district rate per mile will be paid for the use of a private vehicle.

The district agrees to pay reasonable costs of registration, books, and meals, when necessary upon presentation of proper receipts. The district further agrees to pay costs of necessary lodging on a per case basis.

The district will provide \$1000 that may be accessed to pay fees for tests needed to make an employee eligible to teach in a different subject area.

Section 17: REDUCTION IN FORCE

Board Determination: Upon determination by the Board that a reduction in force is required because of financial loss due to reduction in federal, state, or local funds, or declining enrollment, the District shall follow the procedure set forth below. The Association will be notified in writing of an impending staff layoff before final determination is made.

Instructional Program Determination:

1. The Board shall determine each program to be retained for the ensuing school year and develop a seniority list designating all certificated employees who qualify for retention in the instructional program for the ensuing school year. Seniority shall be based upon teaching experience in Washington.

2. Certificated employees considered for retention will be considered first in respect to their current teaching position and then according to their other areas of certification or eligibility for out of endorsement placement pursuant to WACs 181-82-105 and 181-82-110.

Determining of Vacant Position: The district shall determine as accurately as possible the total number of certificated staff known, as of April first, leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

Certification: Possession of any valid Washington State Certificate or eligibility for out of endorsement placement pursuant to WACs 181-82-105 and 181-82-110 which may be required for the position(s) under consideration shall be prerequisite for retention. Out of endorsement placement as allowed by law will be considered and used to retain senior employees when possible.

Employment Categories: The following categories and specialties are established to insure the qualification of personnel assigned to retained positions:

- (1) Elementary employees will be considered for retention in one category (K-5). Elementary employees shall include classroom teachers and elementary librarians.
- (2) Secondary employees (6-12) will be considered for retention by teaching specialties (such as science, math, K-12 music, social studies, language arts, art, CTE, physical education and health, individual languages, i.e. French, Spanish, German, etc.
- (3) Other nonsupervisory employees will be considered for retention according to their specialties.
- (4) Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to federal and state requirements for said positions.
- (5) In the event of a tie between certificated employees, the matter shall be determined by lot.
- (6) By the end of the first semester of the school year, the District will establish a written seniority list by category and post such list on the faculty bulletin board. The employee shall be ranked in each category for which he is qualified.

Layoff: Certificated employees not assigned to a teaching position for the ensuing school year will be notified in writing of layoff by the Board.

A certificated employee receiving written notification of layoff shall be automatically placed on recall status. Acceptance of contract employment as a certificated employee in any other school district while on layoff status shall constitute an automatic termination of the employment relationship as provided herein and said employee shall notify the District by registered letter or by personally contacting the Superintendent.

Employees on layoff status and available for substitute teaching will be given consideration based on qualifications, teacher and administration recommendation.

Upon the request of a certificated employee, subject to approval by the carrier, the District shall make provision for the continuance of an employee's participation in any District group insurance program. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

Recall: Recall shall be by inverse order according to the department and/or elementary level for which the employee holds the appropriate certification or can be qualified for out of endorsement placement pursuant to WACs 181-82-105 and 181-82-110. The District shall give written notice of recall by sending a registered letter to the employee at her/his last known address. Any certificated employee so notified shall respond

within ten (10) working days from receipt of said notice whether the employee accepts or rejects the position. Employees shall remain on recall for fifteen months (15) from date of layoff.

Section 18: DISCIPLINE

(1) At opening day faculty meetings, the principals will outline for the faculty, District, and/or State student discipline procedures.

(2) In accordance with Washington Administrative Code, each certificated employee shall have the authority to impose discipline upon a student for misconduct which violates written rules of the school district and individual classrooms. Such discipline may include, but it is not limited to, the exclusion of a student from a class or activity for a period of time not exceeding the balance of immediate class subject or activity period. Each certificated employee shall have the authority to recommend to the administration a longer suspension and/or expulsion for misconduct based upon the severity of the infraction. Prior to the student being readmitted to the class, the certificated employee shall be informed concerning the action taken.

Section 19: CONVERSION OF ACCUMULATED SICK LEAVE

If the Association and the District elect to adopt the VEBA III Sick Leave Conversion Medical Reimbursement Plan pursuant to RCW 28A.400.210, then the VEBA III agreement adopted for the current year will determine how accumulated sick leave and personal leave will be converted.

If the Association or the District elects not to adopt the VEBA III plan, then conversion of accumulated sick leave will take place in the following manner:

In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury in excess of sixty days at the rate of four days for every one day's monetary compensation.

Conversion of Sick Leave Upon Retirement, Death or Separation of Service: Each person who has been employed by the Dayton School District and who subsequently terminates employment due to either retirement or death may personally, or through his or her estate in the event of death, elect to convert all eligible, accumulated, unused sick leave days to monetary compensation as provided in the section up to a maximum of the number of contract days, but not greater than one year: PROVIDED, That "vested out-of-service" employees who terminate employment but leave funds on deposit with a state retirement system shall not be considered to have retired or to be an eligible employee for the purposes of this section.

Section 20: TEACHER WORKLOAD

A. Class Loads

The District will strive to maintain basic class loads as follows:

Grades K-3 26 students
Grades 4-5 29 students
Grades 6-12 32 students (excluding Music and Health/Fitness)

B. Provision for Overload

In the event a teacher's workload exceeds the numbers described for five (5) consecutive working days, the classroom teacher shall meet with the building principal to share concerns caused by the overload. Within five (5) days of that meeting the principal shall develop a solution to the overload. The solution will address the concerns caused by the overload. The CCEA President will be informed when overloads exist and be informed of the solution.

ARTICLE IV - DURATION AND SIGNATORY PROVISION

All parts of this agreement shall remain in full force and effect from September 1, 2018 until August 31, 2020.


Adjustments to salaries and insurance will be made annually and will be a "flow through" of state funds unless otherwise specified by this agreement. Upon mutual consent of both parties, this contract may be modified in writing at any time.

APPENDICES:


- A. Evaluation Report - Teachers
- B. Evaluation Report - Counselors
- C. Evaluation Report - Librarians
- D. Instrument for Observation of Teaching Assignment – Short Form
- E. Salary Schedule
- F. Extra-Curricular Schedule- listed are only those positions covered by the contract
- G. Professional Growth Progress Report
- H. Federal Law on Family Leave
- I. Grievance Form
- J. Seven Tests of Just Cause
- K. District Board Policy 4220P

In witness hereof, the parties hereunto set their hands and seal the 24 day of 4, 2019.

For the District:



For the Association:



NON-CLASSROOM TEACHER EVALUATION PROCEDURE

Responsibility for Evaluation: Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school may be evaluated by one of the principals. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may be designated to assist in the observation and evaluation process.

Evaluation Criteria: Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position which criteria are set forth in the addendum attached hereto as Appendix A, B, C, D and G.

Professional Growth Options:

- a. Continuing certificated employees with a minimum of four (4) consecutive years of satisfactory rating in the Dayton School District may be evaluated on the professional growth evaluation procedure with supervisor approval, subject to the following guidelines:
 1. The professional growth model shall be voluntary to certificated employees.
 2. If the evaluator cannot verify that minimum criteria, as required by state statute, are being met at any time, the certificated employee will immediately return to the long form professional accountability procedure. The professional growth evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for the non-renewal of an employee's contract.
 3. Material/records/portfolios developed as a result of the employee's participation in the professional growth model shall be the property of the certificated employee member and shall not be retained in the certificated employee's personnel file.
 4. Building and district goals will provide the framework for individual certificated staff goal setting. Goals will be recorded on the district's Professional Growth Progress Report. Progress notes, including certificated staff and principal initials, will be recorded during the following conferences:
 - a. Initial goal setting conference held during September/October of the school year.
 - b. Mid-year progress conference.
 - c. Year-end assessment conference. Goal assessment and the documentation of successful performance including the meeting of statutory requirements will occur during this conference. This documentation will be separated from the Professional Growth Progress report and be retained in the Certificated employee's personnel file.
5. Provisions will be sought out for funding of teacher's Professional Growth Option. Proposed use of the hours must be approved by the building principal.

Required Evaluation:

- (1) All employees newly employed by the school district shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
- (2) All employees, including new employees, shall be observed annually. Observations are to be completed not later than May 15. The final evaluation is to be completed no later than the last day of school.
- (3) If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- (4) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

- (6) If the supervisor contemplates recommending that a non-provisional employee be placed on probation, an evaluation shall be made on or before Jan. 15.
- (7) No later than September 30 of each school year, the evaluative procedure and criteria shall be distributed and explained to all certificated employees in a meeting to be held in each building.

Additional Evaluations:

In addition to the evaluations required under "Required Evaluations" above, principals and other supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations of such periods of time as may be identified in the evaluation report.

Minimum Observation Criteria:

During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his or her assigned duties unless s/he qualifies for and is being evaluated using the "short form". In this case, only one formal observation is required. (see #2 below) Total yearly observation time for each employee who is not being evaluated using the "short form" shall not be less than sixty (60) minutes. A minimum of one observation for a total observation time of thirty (30) minutes shall be required in connection with the evaluation of new employees under paragraph (1) above of this section. Appendix A, B, and C may be used to document observations. Appendix D (short form) may also be used to document observations of teachers who qualify for this method of evaluation. Appendix G (PGO) may be used for those staff who qualify for and are selected by the supervisor for the PGO option.

Evaluation Procedures:

- (1) Following each observation, or series of observations, the principal or other evaluator shall promptly document the results thereof using the appropriate observation report form. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
- (2) Short Form Evaluation - After an employee has four years of satisfactory evaluation, the school district may use a Short Form Evaluation. The Short Form Evaluation shall include the completion of the Short Form Evaluation based on at least one observation of not less than 30 consecutive minutes. The employee will be provided a written summary of the observation using the Appendix D Short Form.
- (3) The employee shall sign the school district's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. The evaluation report shall be distributed as follows: (a) original to the school district personnel file; (b) first copy retained by the principal; (c) second copy is given to the employee.
- (4) Each evaluation report required under "Required Evaluation" shall be promptly forwarded to the school district's personnel office for filing in the employee's personnel file. Additional evaluation reports other than those required under "Required Evaluations" shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary.
- (5) Following the completion of each evaluation report required under "Required Evaluation" a meeting shall be held between the principal or other supervisor and the employee to discuss the report.

Evaluation of Educational Para-Professionals:

Teachers shall be responsible for providing leadership and direction to para-professionals assigned to them in matters related to the classroom, insofar as such direction is not in conflict with that of the principal or program administrator. Each teacher utilizing the services of a para-professional may submit annually a written assessment of para-professional services in his/her classroom and make recommendations for appropriate training and/or in-service to the supervising administrator. Incorporation of such assessment into the formal evaluation of the para-professional shall be at the discretion of the supervising administrator.

DAYTON SCHOOL DISTRICT
Evaluation Report Counselor

Name _____ Date _____

This report is to be filled out by the evaluator and discussed with the employee. Copies of observation reports are to be attached and all documents forwarded to the superintendent's office as soon as the report is signed. Any rebuttal, documents or other statements may be attached by the employee within five (5) working days of the signing of the report.

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
1. Personal Characteristics:				
1. Is adaptable to all types of situations and students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Uses "good" judgment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Displays initiative.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is always under control.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Relates with ease to those around him/her.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

2. Relationships With Pupils.				
1. Is sensitive to the needs and feelings of youth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates a willingness to accept and work with all counselee's.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Helps the counselee relate, analyze, synthesize and integrate his/her own characteristics, goals, and values so as to make more responsible decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Helps to motivate students to seek counseling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates to all concerned that in most cases his/her responsibility is to the counselee.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates good rapport with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is a facilitating agent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Demonstrates that he/she respects the dignity and worth of each individual.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Helps pupils with personal as well as educational and vocational problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Demonstrates understanding of the basic principles of human growth and development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Demonstrates an awareness of personal and professional limitations, and has the ability and knowledge to handle appropriate referrals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

DAYTON SCHOOL DISTRICT
Evaluation Report Counselor

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
3. Individual Assessment:				
1. Demonstrates ability to synthesize and integrate testing and non-testing data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates the ability to administer or to prepare others to administer district tests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is aware of test limitations and practical applications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates familiarity with local school district policies as they relate to counseling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates ability to cooperate with parents, staff, and students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

4. Relationship With Parents:				
1. Is sensitive to parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is cooperative with parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Attends to parental referral.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is available to parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Listens to parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Follows through with parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

5. Relationship With Teachers:				
1. Is sensitive to the role of the teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Communicates easily with the teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Is a facilitating agent with the teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is aware of all the demands of teaching.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Listens to the teacher.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Attends to teacher referrals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

6. Relationship With Administrators.				
1. Is sensitive to the role of the administrator.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DAYTON SCHOOL DISTRICT
Evaluation Report Counselor

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
2. Has a professional rationale for his/her counseling approvals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Meets periodically with the administrator regarding program development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Communicates easily and effectively.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Functions effectively as a resource consultant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Attends to administrative referrals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Functions in a well organized manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

7. Professional Attitudes and Activities.

1. Is aware of relevant research in regard to counseling and education.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates an ability to conduct, use and interpret pertinent research.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Periodically evaluates own counseling skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is aware of the changing aspects of counseling.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Strikes a balance between theory and practice.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is professional enthusiastic.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Know the counselor's professional role.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

8. Consultation and Coordination.

1. Works with staff in planning and developing instructional strategies and curriculum programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to utilize case conferencing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Assists teacher in the integration of appropriate counseling and guidance service into the classroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

I have read and discussed this report with my supervisor. I realize that my signature does not imply that I agree with the contents.

Date: _____ Teacher's Signature: _____

Date: _____ Supervisor's Signature: _____

DAYTON SCHOOL DISTRICT
Evaluation Report Librarian

Name _____

Date _____

This report is to be filled out by the evaluator and discussed with the employee. Copies of observation reports are to be attached and all documents forwarded to the superintendent's office as soon as the report is signed. Any rebuttal, documents or other statements may be attached by the employee within five (5) working days of the signing of the report.

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
1. Media Role				
1. Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Selects a balance of media.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains a well-organized learning resource center.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Provides maintenance for materials and equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Develops and implements a program for the integration of media materials and equipment into the learning experience.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Identifies needs for locally produced materials.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Relates services from the District level to meet building instructional needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

2. Program Planning				
1. Creates a welcoming and comfortable atmosphere for students and teachers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Directs aides, volunteers and student help with efficiency and understanding.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Develops program objectives and works toward their achievements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
3. Teaching				
1. Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:				
a. Make provision for differences in ability among students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Provide for the previous knowledge, abilities, and interests of the class.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Make effective use of instructional equipment, materials and resource personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Provide a variety of activities in keeping with the maturity and attention span of the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Implement lesson plans but permit flexibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

2. Gives explanations, assignments, and directions clearly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Makes reasonable and appropriate assignments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Makes lessons interesting and challenging.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Helps students to develop acceptable work habits and study skills.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Evaluated daily lessons and units of study by assessing student achievement of objectives.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Provides guidance and assistance for students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

4. Library Management and Discipline				
1. Establishes and maintains order and discipline in the library including:				
a. Quiet when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Attention to the librarian when instruction is being given.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Students conforming to established rules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Shows consistency and fairness in dealing with student behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Disciplines students in a firm but controlled manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Encourages students to develop courtesy, self-control, respect, and responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Enlists the assistance of other personnel when appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Assists in maintaining control and enforcing rules.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

DAYTON SCHOOL DISTRICT
Evaluation Report Librarian

	Unsatisfactory	Needs Improvement	Satisfactory	Not Applicable
5. Pupil - Librarian Relations				
1. Develops rapport with the student as an individual in a professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Deals with personal information and communication in an ethical manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				

6. Personal Qualities				
1. Meets responsibilities in a punctual and reliable manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Maintains a professional relationship with colleagues, administrators, and parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: _____				

I have read and discussed this report with my supervisor. I realize that my signature does not imply that I agree with the contents.

Date: _____ Teacher's Signature: _____

Date: _____ Supervisor's Signature: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

Date _____ Teacher's Signature _____

Dayton School District Salary Schedule for Certificated Instructional Staff

The state determines ALLOCATIONS of state funds for certificated salaries. ACTUAL SALARIES ARE DETERMINED IN LOCAL NEGOTIATIONS. Questions regarding individual employee compensation should be directed to the local school district personnel or payroll office.

The base contract represents professional pay for the professional work of certificated staff. This work will include activities and responsibilities (IEP meetings, teacher conferences, evaluation students, open house, concerts, ect.) That could take place outside of the classroom. There is an expectation that staff maintain a satisfactory level of professional participation, but activities are at the employee's discretion and will not be directed by the administration.

As used	2018-19 Certificated Salary Schedule								in this
Step	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 / Ph.D.	
0	40,760	41,861	43,001	44,125	47,813	48,868	52,536	54,901	
1	41,309	42,425	43,580	44,773	48,480	49,411	53,117	55,466	
2	42,370	42,985	44,126	45,411	49,107	49,958	53,653	56,028	
3	42,898	43,508	44,688	46,014	49,703	50,476	54,162	56,595	
4	44,836	44,086	45,273	46,645	50,356	51,020	54,730	57,181	
5	45,399	45,905	45,836	47,285	50,981	51,572	55,270	57,768	
6	46,396	46,914	47,431	47,933	51,612	52,138	55,818	58,328	
7	47,900	48,434	48,968	49,035	52,768	53,199	56,931	59,513	
8		50,041	50,593	50,705	54,488	54,867	58,652	61,327	
9			52,237	52,392	56,264	56,553	60,428	63,195	
10				54,166	58,090	58,329	62,254	65,112	
11				55,992	60,002	60,155	64,166	67,080	
12				57,760	61,965	62,053	66,127	69,132	
13					63,975	64,018	68,138	71,231	
14					65,996	66,040	70,291	73,411	
15					67,713	67,757	72,118	75,320	
16 or more					69,067	69,111	73,560	76,825	

subsection, the column headings "BA+(N)" and "MA+(N)" refer to the number of credits earned since receiving the designated degree.

For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five credits may be counted after the masters degree.

For the purposes of this section:

(a) "BA" means a baccalaureate degree.

(b) "MA" means a masters degree.

(c) "PHD" means a doctorate degree.

(d) "Years of service" shall be calculated under the same rules adopted by the superintendent of public instruction.

(e) "Credits" means college quarter hour credits and equivalent in-service credits.

**DAYTON SCHOOL DISTRICT NO 2
CO-CURRICULAR JOB POSITIONS**

- I. We agree that the following extracurricular activities jobs require a professional education certificate under either: (a) rules of the state board of education (SBE) or the state superintendent of public instruction (SPI), pursuant to chapter 28A.410 RCW, or (b) established practice or written policy in effect in this school district as of January 10, 1995. We propose to retain these positions within our collective bargaining relationship under the Educational Employment Relations Act, Chapter 41.59 RCW:

Co-Curricular Position Salaries for 2018-19				
* All positions may not be filled every year and some positions are dependent on adequate student interest to warrant staffing each activity.				
Years of Experience	0	1	2	3+
Position				
Music Director	\$4,076	\$4,484	\$4,891	\$5,298
Yamate Advisor (Paid only during year of exchange)	\$3,505	\$3,913	\$4,321	\$4,728
FBLA Advisor	\$2,242	\$2,446	\$2,633	\$2,825
Youth & Government Advisor	\$2,242	\$2,446	\$2,633	\$2,825
Annual Advisor	\$1,875	\$2,062	\$2,254	\$2,446
Junior Class Advisor	\$1,533	\$1,626	\$1,720	\$1,818
Senior Class Advisor	\$1,533	\$1,626	\$1,720	\$1,818
Knowledge Bowl Advisor	\$1,533	\$1,626	\$1,720	\$1,818
Elm. Ski Bluewood Liaison	\$1,533	\$1,626	\$1,720	\$1,818
National Honor Society	\$1,149	\$1,247	\$1,341	\$1,435
Freshman Class Advisor	\$1,149	\$1,247	\$1,341	\$1,435
Sophomore Class Advisor	\$1,149	\$1,247	\$1,341	\$1,435
MS ASB Advisor	\$960	\$1,042	\$1,120	\$1,198
*Base salary in 3+ year column will be adjusted annually by the inflationary increase (IPD) percentage provided by the state.				

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Appendix H

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice.

Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information: 1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627 WWW.WAGEHOUR.DOL.GOV

GRIEVANCE REVIEW REQUEST FORM

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

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

TO: _____
Name Title

Grievant's Name: _____

Address: _____

Home Phone: _____

Position _____

School _____ Department _____

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

Step 1 _____

Step 2 _____

2. The nature of my grievance is:

- 3: The relief I am seeking is:

Signature: _____ Date: _____

JUST CAUSE/SEVEN KEY TESTS

Administrators/supervisors and Association Representatives should consider these tests in processing matters of disciplinary action against any certificated employee. A "no" answer to one or more of the questions may mean that just cause was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element may be present.

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

District Board Policy 4220P

Complaints concerning Staff or Programs

Most complaints can be resolved by informal discussions between the citizen and the staff member. However, the principal will consider the sensitivity of the situation and shall determine how to best resolve the issue. Preferably it shall be handled through a conference with the citizen and the staff member. The superintendent will consult legal counsel as it is deemed necessary.

The following procedures apply to the processing of a complaint which cannot be resolved in the manner described above:

- A. If the problem is not satisfactorily resolved at the building level, the citizen should file a written complaint with the superintendent, which describes the problem, and a suggested solution. The superintendent should send copies to the principal or immediate supervisor and the staff member. See attached form # 4220a.
- B. The principal or supervisor and staff member shall respond to the superintendent in writing or in person.
- C. If the problem is still not satisfactorily resolved, the superintendent shall then attempt to resolve the matter through a conference with the citizen, staff member, and principal.
- D. If the matter is still not resolved at the superintendent level, the superintendent shall present the issue to the board. If the complaint is against a staff member, the complaint shall be handled in executive session in the presence of the staff member and representative at the staff member's request. However, upon the request of such director or staff member, a public hearing or a meeting open to the public may be requested prior to the announcement of the executive session and shall be conducted upon such complaint or charge. The chair will make the decision whether the session is open or closed. The board shall attempt to make a final resolution of the matter. Any formal actions by the board must take place at an open meeting. If such action may adversely affect the contract status of the staff member, the board shall give written notice to the staff member of his/her rights to a hearing.

Dayton School District Danielson's Framework Criterion Scoring

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

_____ School YearDayton School DistrictTeacher Evaluation

Employee: _____ Signature

Date

Building: _____

Evaluator: _____ Signature

Date

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

Criterion Scoring

Score	8-14	15-21	22-28	29-32
Rating	Unsatisfactory	Basic	Proficient	Distinguished

Criterion Score _____ Criterion Rating _____

Student Growth Score

Criterion	Description	Score
3.1	Establish student growth goals	
3.2	Achievement of student growth goals	
6.1	Establish student growth goals	
6.2	Achievement of student growth goals	
8.1	Establish student growth goals, implement and monitor growth	

Student Growth Scoring

Score	5-12	13-17	18-20
Rating	Low	Average	High

Student Growth Score _____ Student Growth Rating _____

Overall Rating: Unsatisfactory Basic Proficient Distinguished

**Teacher Evaluation
Supporting Information**

	Criterion description	Unsat	Basic	Prof	Dist
1	Centering instruction on high expectations for student achievement				
2B	Establishing a culture for learning				
3A	Communicating with students				
3C	Engaging students in learning				
Total	3-4 Unsatisfactory, 5-7 Basic, 8-10 Proficient, 11-12 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

	Criterion description	Unsat	Basic	Prof	Dist
2	Demonstrating effective teacher practices				
3B	Using questioning and discussion techniques				
4A	Reflecting on teaching				
Total	2- Unsatisfactory, 3-4 Basic, 5-6 Proficient, 7-8 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

Teacher Evaluation
Supporting Information

	Criterion description	Unsat	Basic	Prof	Dist
3	Recognizing individual student learning needs and developing strategies to address those needs				
1B	Demonstrating knowledge of students				
3E	Demonstrating flexibility and responsiveness				
Total	2 Unsatisfactory, 3-4 Basic, 5-6 Proficient, 7-8 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

	Criterion description	Unsat	Basic	Prof	Dist
4	Providing clear and intentional focus on subject matter content and curriculum				
1A	Demonstrating knowledge of content and pedagogy				
1C	Setting instructional outcomes				
1D	Demonstrating knowledge of resources				
Total	3-4 Unsatisfactory, 5-7 Basic, 8-10 Proficient, 11-12 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

Teacher Evaluation
Supporting Information

	Criterion description	Unsat	Basic	Prof	Dist
5	Fostering and managing a safe, positive learning environment				
2A	Creating an environment of respect and rapport				
2C	Managing classroom procedures				
2D	Managing student behaviors				
2E	Organizing physical space				
Total	4-6 Unsatisfactory, 7-9 Basic, 10-13 Proficient, 14-16 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

	Criterion description	Unsat	Basic	Prof	Dist
6	Using multiple student data elements to modify instruction and improve student learning				
1E	Designing coherent instruction				
1F	Designing student assessments				
3D	Using assessment in learning				
4B	Maintaining accurate records				
Total	4-6 Unsatisfactory, 7-9 Basic, 10-13 Proficient, 14-16 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

	Criterion description	Unsat	Basic	Prof	Dist
7	Communicating and collaborating with parents and the school community				
4C	Communicating with families				
Total	1 Unsatisfactory, 2 Basic, 3 Proficient, 4 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

	Criterion description	Unsat	Basic	Prof	Dist
8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
4D	Participating in a professional community				
4E	Growing and developing professionally				
4F	Showing professionalism				
Total	3-4 Unsatisfactory, 5-7 Basic, 8-10 Proficient, 11-12 Distinguished				
	Evidence and Artifacts:				
	Comments and Questions				

EXAMPLES OF EVIDENCE AND ARTIFACTS

Examples of evidence and artifacts that could be collected in each of the four domains may include but are not limited to:

1. Planning and Preparation

- a. Discipline plan
- b. Grade plan/grade book
- c. Lesson plans
- d. Long range plans
- e. Substitute plan

2. Classroom Environment

- a. Affective domain (incentive, rewards, projects)
- b. Bulletin board (instructional, guidance, celebration)
- c. Class rules/routines
- d. Cooperative learning
- e. Group building strategies
- f. Homework plan
- g. Management form
- h. Physical layout (rationale)
- i. Seating arrangement (rationale)

3. Instructional

- a. Curriculum integration efforts
- b. Extension/enrichment activities
- c. Flexible grouping plans
- d. Homework assignments and guides
- e. Instructional sequencing
- f. Literature/book lists
- g. Modifications/differentiations for special needs
- h. Review/reinforcement activities
- i. Student work samples
- j. Technology links
- k. Units of study/thematic units
- l. Video of instruction

4. Personal and Professional Responsibilities


- a. Accomplishments (goals, recognition, awards)
- b. Course work, conferences, workshops, presentations, meetings
- c. Parent communication (syllabus, notes, letters, surveys, forms, feedback)
- d. Personal reflective journal
- e. Professional involvement (committees, organizations, community projects)
- f. Professional learning communities
- g. Research to practice (professional readings, journals)
- h. Teach/grade level meeting notes

**Memorandum of Understanding
between
Columbia County Education Association
and
Dayton School District # 2**

The Columbia County Education Association (CCEA) and Dayton School District #2 hereby agree to allow the following:

For the 2018-19 school year, there will be a co-curricular position for a Middle School Yearbook Advisor. A stipend of five hundred dollars (\$500.00) will be paid for the position. The parties will revisit the position to determine if it will continue in future years.

This agreement affects only the position as specified above and is not to be construed as setting any precedent.



For the Association

2/21/17
Date



For the District

2/21/19
Date

**Memorandum of Understanding
between
Columbia County Education Association
and
Dayton School District # 2**

The Columbia County Education Association (CCEA) and Dayton School District #2 hereby agree to allow the following:

For the 2018-19 school year, principals may use the Classroom Observation Record Form proposed by the district for TPEP evaluation of certificated staff. This will be done as trial period to determine if the form meets the needs of the evaluators and the certificated staff being evaluated. The parties agree to collaboratively assess the usefulness of this form and determine whether the form needs to be altered, discontinued, or adopted for continued use.

This agreement affects only the specified component of the TPEP evaluation procedures and is not to be construed as setting any precedent.



For the Association

3/06/19
Date



For the District

3/1/19
Date

Dayton School District # 2

90-Day Evaluation Report for Certificated Staff

Signatures acknowledge discussion of the highlighted components based on pre/post conferences and evidence collected during the 90-day observation.

Administrator's Signature

Date

Teacher's Signature

Date

Dayton School District

90-Day Certificated Staff Evaluation

Scoring Matrix

Teacher Name _____ Building/Grade level _____

Supervisor/Principal _____ Date _____

Criterion 1: Centering Instruction on high expectations for student achievement

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
3c Engage students in learning					
Comments					

Criterion 2: Demonstrating effective teacher practices

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
4a Reflecting on teaching					
Comments					

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

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
1b Demonstrating knowledge of students					
3e Demonstrating flexibility and responsiveness					
Comments					

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

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
1c Setting instructional outcomes					
1e Designing coherent instruction					
Comments					

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

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
2a Creating an environment of respect and rapport					
2c Managing classroom procedures					
2d Managing student behaviors					
Comments					

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

Danielson Dimensions	Self Evaluation	Unsatisfactory	Basic	Proficient	Distinguished
3d Using assessment in learning					
Comments					

Dayton School District 90 Day Observation Form

Danielson Instructional Framework

Teacher Name _____ Building/Grade level _____

Subject/Course title _____ Date/time of Observation _____

Supervisor _____ Length of Observation _____

Domain I: Planning and Preparation

1b: Demonstrating knowledge of students

Notes:

Area of focus:

- *The teacher knows, for groups of students, their levels of cognitive development*
- *The teacher is aware of the different cultural groups in the class*
- *The teacher has a good idea of the range of interests of students in the class*
- *The teacher has identified "high, medium, low" groups of students within the class*
- *The teacher is well informed about students' cultural heritage and incorporates this knowledge in lesson planning*
- *The teacher is aware of the special needs represented by students in the class*

1c: Setting instructional outcomes

Notes:

Area of focus:

- *Outcomes represent high expectations and rigor*
- *Outcomes are related to "big ideas: of the discipline*
- *Outcomes are written in terms of what students will learn rather than do.*
- *Outcomes represent a range of types factual knowledge, conceptual understanding, reasoning, social interactions, management and communication.*
- *Outcomes are suitable to groups of students in the class, differentiated where necessary*

1e: Designing coherent instruction

Notes:

Area of focus:

- *Learning activities are matched to instructional outcomes*
- *Activities provide opportunity for higher level thinking*
- *Teacher provides a variety of appropriately challenging materials and resources*
- *Instructional student groups are organized thoughtfully to maximize learning and build on student strengths*
- *The plan for the lesson or unit is well structured, with reasonable time allocations*

Domain II: The Classroom Environment

2a: Creating an environment of respect and rapport

Notes:

Area of focus:

- *Talk between teacher and students and among students is uniformly respectful*
- *The teacher successfully responds to disrespectful behavior among students*
- *Students participate willingly, but may be somewhat hesitant to offer their ideas in front of classmates*
- *The teacher makes general connections with individual students*
- *Students exhibit respect for the teacher*

2c: Managing classroom procedures

Notes:

Area of focus:

- *Students are productively engaged during small group or independent work*
- *Transitions between large and small-group activities are smooth*
- *Routines for distribution and collection of materials and supplies work efficiently*
- *Classroom routines function smoothly*

2d: Managing student behavior

Notes:

Area of focus:

- *Standards of conduct appear to have been established and implemented successfully*
- *Overall, student behavior is generally appropriate*
- *The teacher frequently monitors student behavior*
- *The teacher's response to student misbehavior is effective*

Domain III and IV: Instruction/Reflecting on Teaching

3c: Engaging students in learning

Notes:

Area of focus:

- *Most students are intellectually engaged in the lesson*
- *Most learning tasks have multiple correct responses or approaches and/or encourage higher level thinking*
- *Students are invited to explain their thinking as part of completing tasks*
- *Materials and resources support the learning goals and require intellectual engagement, as appropriate*
- *The pacing of the lesson provides students the time needed to be intellectually engaged*
- *The teacher uses groupings that are suitable to the lesson activities*

3d: Using questioning and discussion techniques

Notes:

Area of focus:

- *The teacher makes the standards of high-quality work clear to students*
- *The teacher elicits evidence of students understanding*
- *Students are invited to assess their own work and make improvements; most of them do so*
- *Feedback includes specific and timely guidance, at least for groups of students*

3e Demonstrating flexibility and responsiveness

Notes:

Area of focus:

- *The teacher incorporates students' interests and questions into the heart of the lesson*
- *The teacher conveys to students that she has other approaches to try when the students experience difficulty*
- *In reflecting on practice, the teacher cites multiple approaches undertaken to reach students having difficulty*
- *When improvising becomes necessary, the teacher makes adjustments to the lesson*

4a: Reflecting on Teaching

Notes:

Area of focus:

- *The teacher accurately assesses the effectiveness of instructional activities used*
- *The teacher identifies specific ways in which a lesson might be improved*

Teacher Signature

Date

Principal Signature

Dayton School District Post-Observation Conference Protocol

Teacher Name _____ Building/Grade level _____

Subject/Course title _____ Date/time of Pre-Obser Conference _____

Supervisor _____

1. Do you think the lesson was successful? Why or why not? Did the students learn what you intended for them to learn? How do you know? (3d- Using assessment in instruction, 4a- Reflecting on teaching)
2. If samples of student work are available, consider bringing samples that reflect a range of abilities along with any feedback you provided. What does the student work reveal about the levels of student engagement and understand? (3c-Engaging students in learning, 3d-Using assessment in instruction)
3. Comment on your classroom procedures, student conduct, and your use of the classroom. To what extent did these contribute to student learning in the context of the lesson? (2c-Managing classroom procedures, 2d-Managing student behavior, 2e-Organizing physical space)

4. Did you depart from your plan? If so, how and why? How flexible were you in modifying the lesson according to students' responses? (3a Demonstrating flexibility and responsiveness)

5. Comment on different aspects of your instructional delivery: communicating with students, use of question and discussion techniques, activities, grouping of students, materials, and resources. To what extent were they effective? (1d-Demonstrating knowledge of resources, 1e-Designing coherent instruction, 2a- Creating an environment of respect and rapport, 2b- Establishing a culture for learning, 3a- Communicating with students, 3b- Using question and discussion techniques, 3c- Engaging students in learning, 3e- Demonstrating flexibility and responsiveness)

6. Can you think of another way you might have taught this lesson? If you had a chance to teach this lesson again to the same group of students, would you do anything differently, from planning through execution? (4a Reflecting on teaching)

7. Is there anything else you would like to discuss/share in the post-observation conference?

Dayton School District Pre-Observation Conference Protocol

Teacher Name _____ Building/Grade level _____

Subject/Course title _____ Date/time of Pre-Obser Conference _____

Supervisor _____

1. Describe the class. Include specific needs of students, instructional strategies that may be used to meet these needs, and any unique conditions that may exist. (1b Knowledge of Students, 1c- Selecting Instructional goals, 1e-Designing Coherent Instruction)
2. Describe the goals of the lesson and how these goals relate to content standards. (1b- Knowledge of Students, 1c-Selecting instructional Goals, 1e- Designing Coherent Instruction)
3. How is the lesson connected to students' prior knowledge? How will you attend to the lack of pre-requisite skills/knowledge? How will this lesson be connected to subsequent lessons? (1a- Knowledge of Content and Pedagogy, 1c-Selecting Instructional Goals and 1e- Designing Coherent instruction)
4. How do you plan to engage the students in the learning? What will you do? What will the students do? Will the students work in small groups, individually, or as a large group? Cite or provide worksheets or other materials the students will use. (1a-Demonstrating knowledge of content and pedagogy, 1d-Demonstrating knowledge of resources, 1e- designing coherent instruction)

5. During the lesson, how and when will you know whether students are learning? (1f- Designing student Assessments)

6. How will you differentiate instruction for different individuals or groups of students in the class? (1c- Setting Instructional Outcomes, 1d- Demonstrating Knowledge of Resources)

7. How do you plan to assess student achievement of the lesson outcomes? Make sure to cite or attach any assessments with accompanying scoring guides or rubrics. How do you plan to make use of the results of the assessment? (Component 1-f)

8. Is there anything specific you wish me to look for – something you might be trying for the first time – any student interactions – questioning strategy - introduction of the lesson – entry task or others.