

# *Collective Bargaining Agreement*

*Between*

*Franklin Pierce School  
District No. 402*

*And*

*Franklin Pierce  
Education Association*

*Term: September 1, 2016 through August 31, 2020*

PURPOSE .....	1
DEFINITIONS .....	1
PART I -- DISTRICT-ASSOCIATION RELATIONSHIPS .....	3
ARTICLE 1 -- RECOGNITION .....	3
Section 1.1. ....	3
Section 1.2. ....	3
Section 1.3. ....	3
Section 1.4. ....	3
ARTICLE 2 -- DUES AND REPRESENTATION FEES .....	3
Section 2.1. Association Dues Deduction .....	3
Section 2.2. Religious Objection. ....	3
Section 2.3. New Teacher Orientation .....	3
Section 2.4. Hold Harmless .....	4
ARTICLE 3 -- RIGHTS .....	4
Section 3.1. Management. ....	4
Section 3.2. Association Business. ....	5
Section 3.3. President's Released Time. ....	6
Section 3.4. Rights of Certificated Employees. ....	7
ARTICLE 4 -- NO STRIKE/LOCKOUT .....	9
Section 4.1. ....	9
Section 4.2. ....	9
ARTICLE 5 -- ADMINISTRATION/ASSOCIATION COMMUNICATION .....	10
ARTICLE 6 -- TEACHER REPRESENTATION ON CURRICULUM ADVISORY COMMITTEE .....	10
ARTICLE 7 -- GRIEVANCE PROCEDURE .....	10
Section 7.1. Purpose .....	10
Section 7.2. Definitions. ....	10
Section 7.3. Association Grievances. ....	11
Section 7.4. Informal Discussion. ....	11
Section 7.5. Grievance Procedure. ....	11
Section 7.6. Arbitration. ....	13
Section 7.7. Representation. ....	14
Section 7.8. Alternative Recourse. ....	14
Section 7.9. Released Time. ....	14
Section 7.10. Confidentiality and Good Faith. ....	14
Section 7.11. No Reprisals. ....	14
Section 7.12. Separate Files .....	14
PART II -- GENERAL CONDITIONS .....	15
ARTICLE 8 -- WORKING PERIODS .....	15
Section 8.1. Work Year. ....	15
Section 8.2. Workday. ....	15
Section 8.3. Planning Periods. ....	15
Section 8.4. Navigation 101. ....	16
Section 8.5. Leaving School Premises. ....	17
Section 8.6. Non-Teaching Duties .....	17
Section 8.7. Student-Led Conferences. ....	17
Section 8.8. Time, Responsibility and Incentive (TRI) .....	17
Section 8.9. Speech and Language Pathologists .....	20
ARTICLE 9--EQUIPMENT, MATERIALS AND TECHNOLOGY SUPPORT .....	20
Section 9.1. Student Fines .....	20
Section 9.2. Staff Printers .....	20
Section 9.3. Special Education Printers .....	20
Section 9.4. Student Access to Assessment Supplies .....	20
Section 9.5. Equipment and Materials .....	20
ARTICLE 10--ASSIGNMENT AND TRANSFER .....	20
Section 10.1. ....	20
Section 10.2. Definitions .....	21
Section 10.3. Posting .....	21
Section 10.4. Voluntary Transfers .....	21
Section 10.5. Involuntary Transfers .....	22
Section 10.6. Basic Contract Provisions .....	22

Section 10.7. Auxiliary Personnel .....	22
Section 10.8. School Closure .....	22
Section 10.9. Moving Classrooms .....	23
ARTICLE 11A -- EVALUATION OF NON-PROVISIONAL (NON-TPEP) EMPLOYEES .....	23
Section 11A.1. General. ....	23
Section 11A.2. Standards and Indicators for Teaching and Learning .....	24
Section 11A.3. Evaluation Programs. ....	24
Section 11A.4. Long-Form .....	26
Section 11A.5. Observation and Evaluation of ESAs. ....	27
Section 11A.6. Standards and Indicators for School Counselors .....	28
ARTICLE 11B – TEACHER/PRINCIPAL EVALUATION PROGRAM (TPEP) .....	28
Section 11B.1 Introduction .....	28
Section 11B.2 Definitions .....	29
Section 11B.3 State Criteria, Framework, and Scoring .....	30
Section 11B.4 Applicability and Transition .....	33
Section 11B.5 Professional Development .....	33
Section 11B.6 Procedural Components of Evaluation .....	34
Section 11B.7 Comprehensive Evaluation .....	35
Section 11B.8 Focused Evaluation .....	37
Section 11B.9 Support for Basic and Unsatisfactory Employees .....	38
Section 11B.10 Additional Support for Provisional Employees .....	38
Section 11B.11 Probation .....	38
Section 11B.12 Non-Renewal .....	40
Section 11B.13 Evaluation Results .....	40
ARTICLE 12 -- PROBATION OF NON-PROVISIONAL EMPLOYEES .....	40
Section 12.1. General. ....	40
Section 12.2. Advisory Conference .....	41
Section 12.3. Supervisor's Report .....	41
Section 12.4. Establishment of Probationary Period. ....	41
Section 12.5. Supervision During the Probationary Period. ....	41
Section 12.6. Supervisor's Post-Probation Report .....	42
Section 12.7. Non-Renewal. ....	42
ARTICLE 13 -- PROVISIONAL EMPLOYEES .....	42
Section 13.1. ....	42
Section 13.2. ....	43
Section 13.3. ....	43
Section 13.4. ....	43
Section 13.5. ....	43
Section 13.6. ....	43
Section 13.7. Notice of Non-Renewal .....	43
Section 13.8. ....	43
ARTICLE 14 -- EVALUATION OF SUBSTITUTE EMPLOYEES .....	44
ARTICLE 15 -- EVALUATING PEERS .....	44
ARTICLE 16 -- TERMINATION .....	44
Section 16.1. ....	44
ARTICLE 17 -- EMPLOYEE STAFF REDUCTION (LAYOFF/RECALL) .....	44
Section 17.1. General. ....	44
Section 17.2. Procedures .....	45
Section 17.3. Employment Pool. ....	47
Section 17.4. ....	48
Section 17.5. Planning Time Buyouts .....	48
ARTICLE 18 -- CONTACTING EMPLOYEES DURING THE SCHOOL DAY .....	49
Section 18.1. ....	49
Section 18.2. ....	49
ARTICLE 19 -- SAFE WORKING CONDITIONS .....	49
Section 19.1. ....	49
Section 19.2. ....	49
Section 19.3. ....	49
Section 19.4. ....	49
Section 19.5. ....	49

Section 19.6. OT/PT Equipment and Space.....	49
Section 19.7. Harassment.....	50
Section 19.8. Whistleblower Protection .....	50
Section 19.9. Building Climate.....	50
ARTICLE 20 -- RESIGNATION AND RELEASE FROM CONTRACT.....	51
ARTICLE 21 -- STUDENT DISCIPLINE PROBLEMS .....	51
Section 21.1. Student Discipline.....	51
Section 21.2. Weapons and Dangerous Devices.....	52
ARTICLE 22 -- ACADEMIC FREEDOM AND RESPONSIBILITY .....	52
Section 22.1.....	52
Section 22.2.....	52
Section 22.3.....	53
Section 22.4.....	53
Section 22.5.....	53
Section 22.6.....	53
ARTICLE 23 -- CALENDAR .....	53
Section 23.1.....	53
Section 23.2.....	53
Section 23.3.....	53
ARTICLE 24 -- CLASS LOAD .....	54
Section 24.1. Class size.....	54
Section 24.2. Elementary Limits .....	55
Section 24.3. Secondary Limits .....	56
Section 24.4. Classroom Preparations .....	57
Section 24.5. Special Education Caseloads .....	57
Section 24.6. ELL Caseloads.....	58
Section 24.7. Counselors .....	59
ARTICLE 25 -- SPECIAL EDUCATION .....	59
PART III -- SALARY MATTERS.....	59
ARTICLE 26 -- SALARY SCHEDULES AND GUIDELINES.....	59
Section 26.1.....	59
Section 26.2.....	59
Section 26.3.....	60
Section 26.4. AFJROTC.....	60
Section 26.5.....	60
Section 26.6. Extra Work Pay Schedule.....	60
Section 26.7. Represented Certificated Substitutes .....	60
ARTICLE 27 -- PROFESSIONAL GROWTH.....	61
Section 27.1.....	61
Section 27.2.....	61
Section 27.3.....	61
Section 27.4.....	61
Section 27.5.....	61
Section 27.6. New Curriculum and Program Training .....	61
Section 27.7. District Training Calendar .....	61
Section 27.8. NBCT and ProTeach Support.....	62
ARTICLE 28 -- EXTRA PAY FOR EXTRA WORK .....	62
Section 28.1.....	62
Section 28.2.....	62
Section 28.3.....	62
ARTICLE 29 -- EXTENDED CONTRACTS .....	63
Section 29.1.....	63
Section 29.2.....	63
Section 29.3.....	63
Section 29.4.....	63
Section 29.5.....	63
ARTICLE 30 -- SUPPLEMENTAL CONTRACTS .....	63
Section 30.1. Extra-curricular Activities .....	63
Section 30.2. Summer School Positions.....	64

ARTICLE 31 – CLASSROOM COVERAGE .....	64
ARTICLE 32 -- SALARY ADJUSTMENT RIDER.....	65
ARTICLE 33 -- SALARY DEDUCTIONS AND PAYMENTS.....	65
Section 33.1. Salary Deductions for Absences.....	65
Section 33.2. Payment of Salary Warrant.....	65
Section 33.3. Early Payout.....	65
Section 33.4. Other Deductions.....	66
ARTICLE 34 -- TRAVEL AND REIMBURSEMENT .....	66
Section 34.1. Travel Requests.....	66
Section 34.2. Reimbursement for Private Vehicle.....	66
Section 34.3. Local and Extended Travel.....	66
Section 34.4. Reimbursement for In-District Travel.....	66
Section 34.5. Procedures.....	67
Section 34.6. Direct Billing and/or Advance Payment .....	67
PART IV -- CERTIFICATED EMPLOYEE BENEFITS .....	67
ARTICLE 35 -- HEALTH AND SALARY INSURANCE CONTRIBUTIONS .....	67
Section 35.1. State Health Care Allocation.....	67
Section 35.2. Insurance Pool.....	67
Section 35.3. Maintenance and Operations Levy .....	67
Section 35.4. VEBA.....	67
Section 35.5. SECTION 125 PLAN.....	68
Section 35.6. Conformity with State Law .....	68
Section 35.7. Eligibility .....	68
Section 35.8. Insurance Options.....	69
ARTICLE 36 -- LIABILITY INSURANCE -- CERTIFICATED EMPLOYEE PROTECTION .....	69
Section 36.1. Hold Harmless .....	69
Section 36.2. Liability Insurance .....	69
Section 36.3. Assault .....	69
Section 36.4. Personal Property .....	69
ARTICLE 37 -- TAX-SHELTERED ANNUITY.....	70
ARTICLE 38 -- GENERAL LEAVE OF ABSENCE .....	70
ARTICLE 39 -- ILLNESS AND INJURY LEAVE .....	70
Section 39.1. Sick Leave.....	70
Section 39.2.....	71
Section 39.3. Doctor's Certification.....	71
Section 39.4. Cancellation of a Substitute .....	71
Section 39.5.....	71
Section 39.6. Previous Employment - Sick Leave .....	71
Section 39.7. Job-Related Injury or Illness .....	71
Section 39.8. Sick Leave Cash-Out.....	72
Section 39.9. Leave Sharing.....	72
Section 39.10. Sick Leave for Emergency.....	72
ARTICLE 40 – FAMILY AND MEDICAL LEAVE and PAID FAMILY AND MEDICAL LEAVE .....	73
ARTICLE 41 -- PARENTAL/ADOPTIVE LEAVE.....	73
Section 41.1. Pregnancy Disability Leave.....	73
Section 41.2. Leave Without Pay.....	74
ARTICLE 42 -- JURY DUTY, WITNESSES IN COURT .....	75
Section 42.1.....	75
Section 42.2.....	75
ARTICLE 43 -- MILITARY SERVICE .....	75
Section 43.1. Military Leave Without Pay.....	75
Section 43.2. Annual Active Duty Training Leave with Pay.....	75
ARTICLE 44 -- PERSONAL LEAVE .....	76
ARTICLE 45 -- EXPECTED TERMINAL ILLNESS OR BEREAVEMENT .....	77
ARTICLE 46 -- POLITICAL LEAVE .....	77
PART V -- STATUS OF THE AGREEMENT .....	78
ARTICLE 47 -- STATUS OF THE AGREEMENT .....	78
Section 47.1. Reopener.....	78
Section 47.2. Supersedure.....	78
Section 47.3. Savings Clause.....	78

Section 47.4. Compliance. ....	78
Section 47.5. Appendices. ....	78
ARTICLE 48 -- DUPLICATION AND DISTRIBUTION .....	78
Section 48.1. ....	78
Section 48.2. Preparation Cost. ....	78
Section 48.3. ....	78
ARTICLE 49 -- DURATION.....	79
Section 49.1. ....	79
Section 49.2. ....	79
Section 49.3. ....	79
GLOSSARY .....	80
APPENDIX A -- TEACHERS' SALARY SCHEDULE .....	81
APPENDIX B -- EXTRA PAY WORK SCHEDULE--HOURLY RATE .....	83
APPENDIX C -- EXTRA WORK PAY SCHEDULE .....	84
APPENDIX D -- EXTRA WORK PAY SCHEDULE .....	86
APPENDIX E -- EXTRA WORK PAY SCHEDULE .....	87
APPENDIX F -- EXTENDED SEASON.....	88
APPENDIX G -- FORM TO REQUEST CONSIDERATION FOR APPENDIX C .....	89
APPENDIX H -- SCHOOL CALENDAR .....	90
APPENDIX I -- FEEDBACK ON DAY-TO-DAY GUEST TEACHER.....	91
APPENDIX J -- LEAVE SHARING POLICY #4328 .....	92
APPENDIX K -- REQUEST FOR TRANSFER FORM .....	94
APPENDIX L -- STANDARDS AND INDICATORS FOR TEACHING & LEARNING .....	95
APPENDIX M -- EVALUATION FOR CERTIFICATED TEACHERS (NON TPEP) .....	101
APPENDIX N -- SELF-REFLECTION.....	103
APPENDIX O -- INDIVIDUALIZED GROWTH PLAN .....	105
APPENDIX P -- INDIVIDUALIZED GROWTH PLAN REVIEW .....	106
APPENDIX Q -- CERTIFICATED SUPPORT PERSONNEL EVALUATION (Long Form).....	107
APPENDIX R -- CERTIFICATED SUPPORT PERSONNEL EVALUATION (Short Form) .....	109
APPEXDIX S -- STANDARDS AND INDICATORS FOR SCHOOL COUNSELORS.....	111
APPEXDIX T -- SCHOOL COUNSELOR EVALUATION .....	120
APPEXDIX U -- SCHOOL COUNSELOR SELF-REFLECTION.....	121
APPENDIX V -- RCW 13.04.155 .....	123
APPENDIX W -- DANIELSON FRANMEWORK FOR TEACHERS .....	124
APPENDIX X -- MOUs .....	134

## PURPOSE

The Franklin Pierce School District and the Franklin Pierce Education Association agree that this Agreement is intended to strengthen employer-employee relations between the certificated employees and the management of the District. The District and the Association have reached certain understandings which are confirmed in this Agreement.

## DEFINITIONS

This Agreement is made and entered into this 1st day of September 2016, by and between Franklin Pierce School District No. 402, and the Franklin Pierce Education Association.

The Franklin Pierce School District is hereinafter called the "District."

The Franklin Pierce Education Association is hereinafter called the "Association."

The "District" and the "Association" when used together may be referred to as the "Parties."

"Employees" or "certificated employees" as used in this Agreement, refer to certificated employees in the bargaining unit who are regularly employed by the District under a provisional, continuing, or leave replacement contract, are represented substitutes as defined below, or are on approved leave.

"Represented substitutes" refers to certificated employees hired for more than twenty (20) consecutive days in the same position or more than thirty (30) days during any twelve-month period beginning or ending in the current school year. A substitute who worked thirty (30) days during the previous school year shall qualify for the represented substitute rate the following school year, without first being required to work thirty (30) days. If a substitute fails to work thirty (30) days in a given year, the substitute will revert to the unrepresented substitute rate in the following year.

"Elementary" shall refer to grades K-5 and "secondary" shall refer to grades 6-12 unless otherwise specified.

The term "base contract," "regular contract," or "basic work year" as it refers to work year shall mean the number of school days funded by the Legislature for the purpose of calculating non-supervisory certificated salaries (for example, 180 days in the 2018-19 school year). The term "per diem" shall mean daily pay calculated by dividing one (1) by the number of days in the base contract (for example, 1/180 during the 2018-19 school year). If in any subsequent year the state determines that the state-funded professional learning days must be paid as part of base salary, the state-funded days will be moved onto salary and the per diem calculation changed accordingly; provided, that this shall not result in any loss in pay to employees.

The term "Publish," "distribute," "send," "provide," "mail" or any other term that involves the provision of written information from the District to the Association, or from the Association to the District, shall be interpreted to include the provision of such information by electronic mail to a District-provided and registered email account or by other electronic means, unless a different

means of communication is specifically required herein. Information required to be “published,” “posted,” or otherwise made available in a public place shall also be considered to have been made available as required by this Agreement when posted on the District’s website along with a written communication notifying any necessary parties of such posting.

“Agreement” shall mean this entire Collective Bargaining Agreement

“MOU” means Memorandum of Understanding which is an agreement between the District and the Association to alter a section of the Collective Bargaining Agreement for the duration of the current contract.

The following Articles of the Collective Bargaining Agreement shall apply to substitutes:

Purpose	Definition
Article 1	Recognition
Article 2	Dues and Representation Fees
Article 3	Rights
Article 4	No Strike/Lockout
Article 5	Administration/Association Communication
Article 6	Teacher Representation on Curriculum Advisory Committee
Article 7	Grievance Procedure
Article 8	Working Periods (except 8.3 for secondary only, 8.5 and 8.7)
Article 14	Evaluation of Substitute Employees
Article 18	Contacting Employees During the School Day
Article 20	Safe Working Conditions
Article 22	Discipline Problems
Article 23	Academic Freedom and Responsibility
Article 24	Calendar
Article 25	Class Load
Article 27	Salary Schedules and Guidelines
Article 28	Professional Growth
Article 29	Extra Pay for Extra Work
Article 30	Extended Contracts
Article 31	Supplemental Contracts
Article 32	Classroom Coverage
Article 34	Salary Deductions and Payments
Article 35	Travel and Reimbursement
Article 37	Liability Insurance--Certificated Employee Protection
Article 48	Status of the Agreement
Article 49	Duplication and Distribution
Article 50	Duration
Appendices B, C, and D	

## PART I - DISTRICT-ASSOCIATION RELATIONSHIPS

### ARTICLE 1 -- RECOGNITION

Section 1.1. The District recognizes the Association as the sole and exclusive bargaining representative, as defined in RCW 41.59, for certificated employees who are regularly employed by the District under a provisional, continuing, or leave replacement contract, or are represented substitutes, or are on approved leave; provided, however, that the Superintendent, Assistant Superintendent, Executive Directors, Directors, Principals, and Assistant Principals shall be excluded from membership in the bargaining unit.

Section 1.2. If the Association and the District do not agree to the inclusion in or exclusion from the bargaining unit of a newly created position, the matter shall be referred to the Public Employment Relations Commission (PERC) for resolution.

Section 1.3. Although the Association may have other functions with which it may involve itself exclusive of this Agreement, these other functions are not by this reference incorporated into or made part of this Agreement.

Section 1.4. The District recognizes its obligation to bargain pursuant to RCW 41.59.

### ARTICLE 2 -- DUES AND REPRESENTATION FEES

Section 2.1. Association Dues Deduction. Every member of the bargaining unit shall maintain his/her membership in good standing in the Association during the life of this agreement or pay a representation fee equal to the Association dues required for membership as a condition of employment, except as provided in Section 2.2 below.

Upon written authorization by an employee, the District shall deduct from the pay of such employee the monthly amount of dues or representation fees as certified by the Association and transmit said monies to the treasurer of the Association according to current practice unless otherwise advised by the Association.

Section 2.2. Religious Objection. In order to safeguard the rights of employees based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, said employee may pay an amount of money equivalent to the regular dues and fees to a non-religious charity mutually agreed upon by the employee affected and the Association, pursuant to RCW 41.59.100.

Section 2.3 New Teacher Orientation. The District recognizes the Association's legal right to encourage employees to become and remain members. The Association will be given time in new teacher orientation to meet with new employees.

Section 2.4. Hold Harmless. The district shall be held harmless by the Association, including reasonable attorney fees for any attorney mutually approved by the Association and the District for compliance with this Article. The Association shall not unreasonably withhold such approval.

## ARTICLE 3 -- RIGHTS

### Section 3.1. Management.

- (A) There is reserved exclusively to the District all responsibilities, powers, rights, and authority vested in it or implied by the Laws and Constitution of Washington and the United States, or which have been heretofore exercised by it, excepting where the District expressly and in specific terms has agreed to limit those rights in this Agreement.
- (B) By way of illustration and without limiting or abridging the generality or specificity of the above right, the following pertains:
  - (1) To manage and administer the school system, its properties and facilities and to direct its employees, administrators, teachers and other employees in the execution of their duties. To make such operating changes as deemed advisable for efficient, effective operation of the District, including the right to sub-contract work. If the District is unable to fill a bargaining unit position with a suitable applicant and it is necessary to sub-contract the work, the District will notify the Association President of the need and steps taken to find qualified applicants. Said position will be re-posted yearly until filled with a bargaining unit member.
  - (2) To determine the work and position requirements, applicant and employee qualification, to supervise and evaluate all employees and programs to determine the conditions for the continued employment, the standards of performance required and whether work shall be performed by employees, to assign duties, responsibilities and the place of work of teachers, and to promote, reassign, and transfer any such employee.
  - (3) To determine and establish levels and courses of study and instruction (including but not restricted to special programs), athletic, recreational, social and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials, and equipment as it deems advisable.

- (4) To determine the standards of behavior, discipline and order of students in the schools, and procedure for the enforcement of such rules.
  - (5) To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.
  - (6) To develop and implement policies, rules, procedures and regulations as required by law or as it deems advisable for the operation of the District.
- (C) The District's failure to exercise any function hereby reserved to it, or its exercising of any such functions in a particular way, shall not be deemed a waiver of its right to exercise such function, or preclude it from exercising the same in some other way, not in conflict with the express provisions of this Agreement.

### Section 3.2. Association Business.

- (A) The Association shall be able to post reasonable notices of activities and matters of Association concern on bulletin boards available to faculty members and to use District mail boxes and email for reasonable communication purposes, with the following limitations: Staff have no expectation of privacy with respect to this communication and must comply with all local, state and federal laws. The District shall not assume any liability for notices posted or to be delivered for Association purposes.
- (B) The Association and its members shall be able to use school facilities for meeting at reasonable times and during normal hours when such facilities are not otherwise in use. Arrangements for such use shall be made with the building principal. Arrangements for use of buildings at other times shall be made in accordance with District Policy 1410.1.
- (C) Annually by October 31, the District shall provide the Association with a list of employees in the bargaining unit, including names, addresses, telephone numbers (excludes unlisted telephone numbers), and work location assignments. This list is for exclusive use by the Association.
- (D) The District shall honor reasonable requests for available, non-confidential data necessary to carry out the Association's negotiation and representation functions. All parties shall exercise discretion in the utilization of such data.

- (E) Certificated employees shall refrain from classroom discussion in the presence of students of specific matters in question or in dispute concerning District employer-employee relations.
- (F) In order to provide proper representation of members of the bargaining unit and/or to confer with the District or its representative(s), leave shall be granted by the District according to the provisions of this section. Request for leave shall be submitted in writing as soon as possible before the leave is to take effect. Billing for the leave shall be made to the Association by the District using the following guidelines:
  - (1) For purposes as mutually agreed between the Association President and the District Superintendent (or designee) as follows:
    - (a) Meetings required for grievance processing shall not be billed.
    - (b) Meetings and trainings for negotiations, and Association preparation for negotiations, shall be billed at the cost of the substitute. Such meetings will be scheduled within the limitations placed on "job-related" absences; exceptions to the daily limit will be considered and granted where feasible.
    - (c) Other Association activities approved by the Association President shall be billed at the cost of a substitute.

Such leave shall not exceed four (4) consecutive days or a total of forty-five (45) such days of leave in one (1) year for the Association and shall be consistent with the orderly conduct of the District's total educational program. Leaves provided for in this paragraph shall be separate from leaves provided for elsewhere in this Agreement. The President of the Association shall make every effort to provide at least one (1) week advance notice of such leave.

### Section 3.3. President's Released Time.

An employee who is elected or appointed to serve as President of the Association will be granted released time up to a maximum of full-time release for one (1) year. If the released time is less than full-time, the FPEA President and the District will discuss the arrangements for the released time and reach a mutually satisfactory arrangement.

Where possible, the District shall be notified by May 15 preceding the school year in which the released time is to be taken, or within ten (10) days after said President's election or assumption of office, whichever is later.

The Association agrees to reimburse the District for all salaries, benefits, and employee taxes for the employee granted such released time. The Association's payment to the District shall be made by June 30 following the released time.

The Association President shall remain an employee of the District for the purpose of his/her position on the salary schedule, seniority, retirement, insurance, and other benefits and rights that are afforded the members of the bargaining unit.

#### Section 3.4. Rights of Certificated Employees.

- (A) The District agrees that it shall not unlawfully discriminate against any employee by reason of race, religion, color, national origin, gender, sexual orientation, marital status, age, or due to any sensory, mental or physical handicap, or membership in the Association. The District shall not discriminate by reason of domicile.
- (B) The Association shall not unlawfully deny membership to any certificated employee in the bargaining unit because of race, religion, color, national origin, gender, sexual orientation, marital status, age, or due to any sensory, mental or physical handicap. The Association shall not discriminate by reason of domicile.
- (C) No certificated employees shall be discriminated against for the exercise in their private lives of rights guaranteed under the law to citizens generally.
- (D) The District recognizes the teacher as competent to evaluate students. The teacher has the responsibility and authority to determine grades for his/her student(s). Should a request be made to change a student's term grade, reasonable efforts will be made to involve both the administrator and the teacher in that decision. Any teacher who disagrees with an administrator's decision to change a grade shall not be forced to make the actual grade change. In this situation the administrator shall be the one to change the grade. All parties shall be notified of the outcome.
- (E) INVESTIGATIONS/DISCIPLINARY ACTION
  - (1) Any complaint or accusation made against an employee which could result in disciplinary action or have an adverse impact on the employee's evaluation will be called to the attention of the employee within ten (10) working days of said complaint. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

(2) A certificated employee, at his/her option, shall be entitled to have present a representative of the Association during any hearing called by the District, or an authorized agent of the District, wherein the certificated employee has a reasonable expectation that he/she might be disciplined or penalized.

(3) Investigations of certificated employees resulting from complaints or accusations made against them shall take place in an expeditious manner. Materials gathered as a result of an investigation shall not be placed in the employee's personnel file until the investigation is concluded.

(4) Certificated employees shall not be disciplined without just cause. The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. Formal discipline shall be in private, except as provided in paragraph (1) above. The specific grounds forming the basis for any disciplinary action shall be provided to the employee in writing prior to any formal disciplinary action and the employee will be provided the opportunity to respond. Failure to employ a substitute shall not be considered a disciplinary action and shall not be grievable.

(F) DISCHARGE OR ADVERSE AFFECT (IMMEDIATE)

If the District administration considers the immediate discharge of a certificated employee or the immediate adverse affect of his/her contract, the employee shall be notified and be given the opportunity to discuss the situation with the administrator in charge of personnel before action is taken. The employee may be accompanied and represented by a representative of the Association at this meeting. If, after generally reviewing the case, action is taken to recommend immediate discharge of the individual or immediate adverse affect upon his/her contract, he/she shall be notified in writing, consistent with the Agreement and any applicable statutes.

(G) INSPECTION OF PERSONNEL FILE

Each certificated employee shall have the right to inspect his/her own personnel or administrator's working file at any reasonable time. The certificated employee shall have access to all material in the file except those items from the confidential college placement file. Non-confidential file material shall be reproduced for the employee if requested. The employee shall pay for the expense of such reproduction.

(H) LETTERS OF COMPLAINT

The District shall send the appropriate certificated employee a copy of any letters of complaint within 10 working days of receipt of said complaint. No letter of

complaint shall be included in an employee's personnel file unless disciplinary action, reprimand, or adverse action results from an investigation precipitated by said complaint.

(I) REMOVAL OF DEROGATORY MATERIAL

No materials derogatory of the employee's conduct, service, character or personality, shall be placed in the employee's personnel file unless the employee has opportunity to read them. The employee shall acknowledge having read the material by affixing his or her signature to the actual copy to be filed. Such signature shall not signify that the employee agrees with the content of the material. If the employee refuses to sign the document, the administrator may note that fact on the document. Derogatory materials from the employee's personnel file shall be removed three (3) calendar years after the material is placed in the file except those materials which are disallowed from removal by State law or statute. The employee's annual evaluation shall be exempt from this provision. This provision shall not be construed to prohibit the District from maintaining records of investigations or discipline in files other than the employee's personnel file, nor shall this provision be construed as a limitation on matters which may be considered by the District or an arbitrator in determining the appropriate level of discipline for an act of employee misconduct.

(J) RESPONSE TO PERSONNEL FILE MATERIAL

Employees shall have the right to respond, in writing, to any material contained in their personnel or administrator's working file.

(K) EVALUATION OF STUDENTS

The District will not use student test scores in the written evaluation of any employee.

## ARTICLE 4 -- NO STRIKE/LOCKOUT

Section 4.1. During the life of this Agreement the Association and members of the bargaining unit, as individuals or as a group(s), shall not cause or participate in any strike, or picketing, or any other restriction of work against the District. Employees shall not honor any picket line established at or around any District building. Disciplinary action, including discharge may be taken by the District against employees violating this Article.

Section 4.2. During the life of this Agreement, the District shall not lock out members of the bargaining unit. Failure to hold school due to an act of nature or utility failure shall not be considered a lockout.

## ARTICLE 5 -- ADMINISTRATION/ASSOCIATION COMMUNICATION

The Association President or his/her designee shall meet with the Superintendent or his/her designee at least monthly to review implementation of this Agreement and/or to discuss such other matters as might be of mutual concern. These meetings shall not be constituted to violate the grievance procedure.

At these meetings proposed changes in District policies, regulations, procedures, etc., may be raised by either the District or the Association so as to obtain or express the considered professional judgment of the Association with respect to the proposed changes. Such policies, regulations, procedures, etc., shall not be grievable unless they constitute a specific violation, misapplication or misinterpretation of a specific provision(s) of this Agreement.

By mutual agreement between the Superintendent and the Association President:

- (A) The dates, times, and places for the meetings shall be established.
- (B) Any additional meeting shall be arranged.
- (C) Regularly scheduled meetings may be canceled or postponed.

## ARTICLE 6 -- TEACHER REPRESENTATION ON CURRICULUM ADVISORY COMMITTEE

The teachers of each building will select a member to serve on the Curriculum Advisory Committee (CAC).

## ARTICLE 7 -- GRIEVANCE PROCEDURE

Section 7.1. Purpose. The purpose of the grievance procedure is to provide orderly and expeditious means for resolving problems or grievances at the lowest possible level.

Section 7.2. Definitions.

Grievance shall mean a claim by an employee that there exists a violation, misinterpretation or misapplication of a specific provision(s) of this Agreement.

Grievant shall mean an employee in the bargaining unit, except as provided in Section 7.3.

Days shall mean school days during the school year and all week days, except holidays, during the remainder of the year.

Time Limits shall be considered maximum except that both parties may mutually agree in writing to extend such limits with respect to any particular grievance. If time limits are not met by a grievant, the grievance shall be considered waived. If time limits are not met by the District, the grievant shall have the right to proceed to the next level of the grievance procedure.

Section 7.3. Association Grievances. The Association shall have the right to grieve any violation, misapplication, or misinterpretation of any provision(s) involving the Association. Such grievances shall be filed at Step 2 of the grievance procedure.

Section 7.4. Informal Discussion. Any employee having a problem concerning a violation, misinterpretation or misapplication of this Agreement shall, within twenty (20) days of the time the employee had knowledge of or should have had knowledge of the problem, discuss the problem informally with the principal or appropriate immediate administrator and shall set forth the provision(s) believed to be violated, misinterpreted or misapplied. In the event the problem is not resolved informally in the discussions with the immediate administrator, the employee may, within thirty (30) days of the time the employee had knowledge of or should have had knowledge of the problem, take the matter up as a grievance as outlined in Section 7.5.

Section 7.5. Grievance Procedure. The following sets forth steps to be followed in attempting to resolve grievances:

STEP 1: In the event the problem is not resolved informally, as set forth in Section 7.4, it shall be reduced to writing and submitted to the appropriate administrator as a grievance within thirty (30) days of the time the grievant had knowledge of or should have had knowledge of the problem giving rise to the grievance. The written grievance shall state the fact(s) upon which it is based, the issue involved, any Agreement provisions allegedly violated, and the relief sought.

A meeting between the grievant and the administrator shall be held to resolve the grievance within ten (10) days following receipt of the written grievance by the administrator. The administrator must respond to the written grievance within 10 days following this meeting.

STEP 2: In the event the grievant is unsatisfied with the disposition of the grievance at Step 1, the grievant and/or the Association may, within ten (10) days thereafter, refer the matter in writing to the District Superintendent, either by registered mail or in person.

- (A) If the Association decides not to pursue the grievance, it shall so notify the grievant and the District Superintendent in writing, and the matter, insofar as the Association is concerned, is terminated.
- (B) An Association representative and the grievant, in pursuing the grievance on behalf of the grievant, shall meet with the Superintendent and/or his or her designated representative(s) within ten (10) working days of the Superintendent's receipt of the notice in an effort to resolve the grievance.
- (C) Time limits, as set forth in this section, shall also apply when an employee is acting on his/her own behalf.

The Superintendent or his or her designee shall issue a written response to the grievance within fifteen (15) days following this meeting.

STEP 3: In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 2, said grievant may refer the matter to arbitration as provided below.

If the grievant is unsatisfied with the disposition of Step 2 of the grievance procedure, the grievant may, within ten (10) days, and with the consent of the Association, submit the matter to arbitration.

Notice of intent to arbitrate shall first be provided to the District in writing. Except for Association grievance as defined in Section 7.3, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of this Agreement may be submitted to arbitration unless excluded by the other provisions of this Agreement or this Article.

Section 7.6. Arbitration. To effectuate arbitration, the Association shall request within the ten (10) days a list of arbitrators from the Public Employment Relations Commission (PERC), American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) in accordance with their rules and processes for mutual selection of an arbitrator or as otherwise agreed to by the Association and the District. The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add to, subtract from, or alter any of the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following:

- (A) The termination of services or failure to re-employ any employee to a position on the supplemental salary or extra pay schedule.
- (B) The content of an employee's evaluation or of an administrator's report pursuant to evaluation or probation, except for any procedural requirements which may affect such content.
- (C) Any matter involving adverse affect, non-renewal, discharge, or probation, where other remedy is provided by law.
- (D) Any matter specifically excluded in any other provision of this Agreement.
- (E) The termination of services or failure to re-employ any provisional employee.

The arbitrator shall render his or her decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have ten (10) days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost, (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on all parties.

Section 7.7. Representation. The grievant shall have the right to have representation by the Association at any step in the formal grievance procedure. Nothing contained herein shall preclude an employee from presenting his grievance to the District and resolving such grievance through Step 2 without intervention of the Association. The District shall provide copies of such written grievances to the Association, advising it of meetings pertaining to resolution of the grievances so the Association may attend and make its views known.

The District shall honor any reasonable request from the Association, and the Association shall honor any reasonable request from the District, for information pertinent to the investigation, processing or resolution of a grievance.

Section 7.8. Alternative Recourse. If a grievant, prior to the commencement of Step 3, seeks other recourse as may be provided by law to settle a grievance, there shall not be recourse to the remainder of the grievance procedure.

Section 7.9. Released Time. Should the investigation or processing of any grievance require an employee to be released from his/her regular assignment, he/she shall be released, and the Association shall compensate the District for all required substitute costs, except if such request for released time is made by the District.

Section 7.10. Confidentiality and Good Faith. The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith and to require the parties involved to limit the number of additional persons knowing the names of the grievant to those necessary to a successful resolution.

Section 7.11. No Reprisals. There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance or settle a grievance or who appears as a witness or gives testimony in the grievance procedure. There shall be no threats or reprisals of any kind by the District against any party due to his/her involvement in the grievance procedure.

Section 7.12. Separate Files. All documents, communications, and records dealing with processing of a grievance shall be filed separately and not in the individual's personnel file.

## PART II -- GENERAL CONDITIONS

### ARTICLE 8 -- WORKING PERIODS

Section 8.1. Work Year. The normal work year shall be based on the number of days funded by the legislature except as otherwise provided in this Agreement.

Certificated employees whose regular duties are contracted for in excess of the basic work shall be compensated on the full per diem of said certificated employee's contracted rate of pay, calculated by dividing one (1) by the number of days in the base contract (for example, 1/180 during the 2018-19 school year).

Instructional Coach Flex Time. Preparation days prior to the start of school for staff training may be exchanged for other scheduled days during the year.

Section 8.2. Workday. The normal workday shall be seven and one-half (7-1/2) hours in length, inclusive of a thirty (30) minute duty-free lunch period. The day shall include the thirty (30) minutes before the opening of school and the thirty (30) minutes after the close of school that certificated employees are required to be at their respective schools. School leadership teams may change the start and end of the contract day by fifteen minutes (for example, fifteen minutes prior to school and forty-five (45) minutes after school). The Principal may add fifteen (15) minutes per week to this 45-minute time period.

Early release time shall be devoted to PLC/collaboration except for professional development that enhances PLC/collaboration work. The purpose, content, facilitation and scheduling for the PLC meetings shall be determined by the PLC, within guidelines established by the Building Leadership Team. Building-wide professional development shall occur on no more than five (5) of these days per year.

Section 8.3. Planning Periods. During a normal daily schedule, high school teachers will be provided 50 continuous minutes of teacher-controlled planning time, and middle school teachers will be provided 40 continuous minutes of teacher-controlled planning time. This time shall not be scheduled during the thirty minutes before and after school and thirty (30) minute duty-free lunch period. In those extraordinary circumstances when a teacher is requested by an administrator and agrees to teach an additional class during his/her planning period, the teacher shall receive compensation based on the relationship between the planning period(s) bought out and the total number of class periods offered each school day\*. Compensation shall be determined based on the employee's regular salary as it appears on the adopted District Salary Schedule; i.e. one planning period bought out in a six (6) period day for one school year equals 1/6 (one-sixth) of the

teacher's salary. (Note: this does not apply in those situations where a substitute is not available, and a teacher gives up his/her planning period to cover the class.)

In the case of an elementary teacher who teaches class during his or her continuous planning period, compensation will be based upon the relationship of the planning time bought out and the total minutes of teaching during the day.

Secondary special education teachers who have to collect data for IEP goals in general education classes may use the procedure in Section 8.8(1) to address IEP workload issues.

During a normal workweek, elementary certified staff will be provided 40 continuous minutes of teacher controlled planning time daily during regularly scheduled times when the employee's class has been taken over by a specialist (e.g., music, P.E., library, science, etc.) for a total of 200 minutes per week. This time shall not be scheduled during the thirty minutes before and after school and the thirty (30) minute duty-free lunch period. Additional planning time will be provided when the employee's class is at a regularly scheduled recess provided, however, total planning time shall not be less than 250 minutes per week.

Prior to the master schedule being created, the District shall consult with team teachers/co-teachers regarding the need for common planning time and make a good faith effort to schedule opportunities for collaborative planning.

If the District applies for and is approved for one or more waiver days, the parties shall bargain the use of the time.

Employees will be provided individual planning time on early release days on a pro-rated basis based on the length of the student day (all school levels).

Section 8.4. Navigation 101. Training and collaborative time dedicated to Navigation 101 shall be provided on an annual basis. Staff shall have input on the implementation of Navigation 101 training and materials, but the curriculum will only include the District-adopted materials. Navigation 101 materials shall be available on the District website. Employees teaching Navigation 101 shall only be required to contact the parents of students not completing the requirements of Navigation 101. Subject matter teachers are required to contact parents of students failing in their classes.

Section 8.5. Leaving School Premises. Certificated employees may leave the school premises during the workday only with the expressed prior approval of their immediate administrator or his/her designee, unless otherwise provided for in this Agreement. This provision shall not apply to the duty-free lunch period nor when an emergency prevents compliance.

Section 8.6. Non-Teaching Duties. Certificated employees shall accept reasonable and equitably distributed non-teaching duties during the workday when assigned and when the District deems such duties necessary for the proper functioning of the school, unless otherwise provided for in this Agreement. The Building Leadership Team (BLT) for each elementary school shall create an equitable plan for managing students outside the student day that minimizes the impacts on certificated staff. Based on the recommendation of the BLT, additional classified staffing support may be requested from the District in order to reduce staff supervision duties.

Counselors shall be released from student supervision responsibilities during lunch periods to attend any required district meetings that are scheduled during this time.

If a certificated employee in a building is assigned to temporarily substitute for the principal in his/her absence, such employee shall be paid an amount equivalent to one hour at the hourly rate during the period of such assignment. Administrative interns shall receive only their regular compensation for such duty.

Section 8.7. Student-Led Conferences. All staff shall be provided released time, free from all other duties, for District-scheduled student-led conferences.

In the event the District schedules student-led conferences, the District shall provide four (4) days when students are released three and one-half hours early for such conferences.

#### Section 8.8. Time, Responsibility and Incentive (TRI)

Time, Responsibility and Incentive (TRI) will have two components, the professional responsibility portion and the professional development (Time) portion.

##### (1) Professional Responsibility – Incorporation of former TRI stipends into Salary

The professional responsibility salary set forth on the salary schedule recognizes that, in order to effectively serve the needs of our students, schools, district and community, certificated staff must engage in activities beyond the base contract, the contracted work day and the contracted work year. By accepting this salary, staff specifically agree to attend up to seven (7) District-level required meetings per year, and up to five (5) required evening events. District-level required meetings shall be approximately 1.5 hours or less. Required evening events shall be approximately 2 hours or less. Preparation for these

evening events should be done during the normal workday. If the preparation cannot be accomplished during the workday, then the preparation time will be deducted from the 2-hour time requirement.

The time necessary to fulfill any one teacher's other responsibilities may vary from that of another teacher, as determined by the individual's own professional judgment, as long as the responsibilities are completed. All staff are expected to fulfill these professional obligations.

Examples of professional responsibilities in this section include: planning lessons; assessing student work; planning for and participating in meetings with colleagues, students and/or parents; improving and maintaining professional knowledge and skills; preparing for the beginning of school; preparing for the completion of school, etc.

Compensation for Professional Responsibility that was previously provided under a supplemental contract shall be compensated in regular salary beginning in 2018-19.

If any employee is required by an administrator to attend meetings outside of their regular work day for more than sixty (60) minutes (cumulative) in any given work week, the employee shall, upon request, be provided with a timesheet and will be compensated at the Extra Work Rate on Schedule B. This provision does not apply if the employee is already compensated through another stipend for participating in or facilitating the meeting. These minutes shall not be added to staff meetings.

The Professional Responsibility portion of the stipend will be increased by \$1500 for each special education staff member (except TOSAs) for the additional responsibilities of preparing individual education plans and/or assessment reports, and holding meetings related to such responsibilities outside of the contracted work day and work year. OT/PTs, SLPs, Psychologists and Vision Specialists shall receive an additional incentive of \$2300 (total of \$3800).

ELL teachers shall receive a \$500 annual stipend to account for additional duties required of the ELL teacher position.

Staff who work less than 1.0 FTE will receive a stipend amount equal to the portion of his/her FTE.

In the event a special education professional's IEP workload during a particular month is of an exceptional nature, the teacher and the administrator responsible for Learning Support Services may meet, at the employee's request, to discuss possible support in addition to the established stipend.

Staff who work in more than one jobsite shall coordinate with their program administrators to determine a schedule for attending building meetings and evening events. General expectations will be clarified with the employee during the first two (2) weeks of school, with specific event participation to be determined as soon as feasible after the schedule of events for each building is determined by the Building Leadership Team.

(2) Professional Development – 6 days paid at actual per diem

This part of the stipend recognizes that to effectively serve the learning needs of our students, we need to have time when certificated staff come together for training as a District, as a building staff, as a grade level team, and in other such groupings. Of the six professional development days, 3.5 hours (not necessarily continuous) shall be used by the employee for Safe Schools training. One half day will be for the purpose of a staff meeting prior to the first day of school and one half day will be for the purpose of attending Superintendent's Day. The remaining days will be worked as determined by the District and building administrators. The District will make every effort to ensure that trainings and meetings meet the diverse needs of the employees and that said trainings are relevant to the employee's current assignment and enrich the District's educational program.

Staff will be responsible for signing in on the sign-in sheet for such professional development time. Staff unable to attend a required activity must initial the leave report designating the appropriate leave or designating the day as unpaid. Unworked days may not be made up and will be deducted from the employee's pay or qualifying leave balance. It is the absent staff member's responsibility to arrange for and acquire the information or training that was provided. The staff member will adhere to any curricula or policy decisions made.

(3) Contracts, Payment

Each employee will be issued and will sign a supplemental contract for the Professional Development Stipends. Payment will be distributed on equal monthly installments spread across the entire contract year. Staff who work less than 1.0 FTE will receive a stipend amount equal to the portion of his/her FTE. An employee who does not work each of the five required days will receive a proportional deduction for the time not worked unless appropriate leave provisions are applied.

If the District's enrichment levy does not pass, the provisions of this section shall be null and void for the following school year and thereafter, provided (a) the District and the Association meet and consult regarding continuance of any of these provisions and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provisions of this Section. If there is a failure in the enrichment levy resulting in a reduction in pay, there will be a corresponding reduction in work required of employees.

Section 8.9. If the State funds a stipend for national board certified teachers, the District will compensate speech and language pathologists and psychologists who earn and maintain the equivalent of teacher national board certification the same stipend that is funded by the state for national board certified teachers. This stipend is not to be cumulative with the \$2300 incentive stipend provided in Section 8.8(1) above.

Occupational Therapists, Physical Therapists and Social Workers will be eligible for this stipend beginning in the 2018-19 school year, excluding the poverty bonus.

## ARTICLE 9 -- EQUIPMENT, MATERIALS AND TECHNOLOGY SUPPORT

Section 9.1. Student Fines. When students pay fines for lost or damaged materials, the funds collected go back to the original department, not the general fund, for the purchase or replacement of materials.

Section 9.2. Staff Printers. When printers are shared between two or more staff, those staff members will be issued a key to that area for full access.

Section 9.3. Special Education Printers. Special education staff will have printers in a secured location within reasonable proximity of their classroom to protect confidentiality. Staff producing IEP directed materials shall have access to color printer and lamination within the building.

Section 9.4. All students will have regular access to the supplies and tools necessary for success on assessments and such tools will not be reserved for usage solely on testing days.

Section 9.5. Equipment and Materials. A desk, phone, filing cabinet, computer and internet access shall be provided to all certificated staff.

## ARTICLE 10 -- ASSIGNMENT AND TRANSFER

Section 10.1. The District has responsibility and discretion for all assignments and transfers of certificated employees. The District will notify each employee of his or her assignment for the following school year on or before the last day of school of the current school year. Due to the possibility of fluctuations in student enrollment, funding or the movement of staff, the District reserves the right to change any assignment after the last day of school.

## Section 10.2. Definitions.

- (A) A voluntary transfer is an employee-requested or an employee-supported transfer to another building.
- (B) An involuntary transfer is a transfer of an employee from one building to another when the employee has not requested the transfer and does not support the transfer. This does not apply to itinerant staff.
- (C) A vacancy exists when the District posts a position.
- (D) An assignment is the academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs.
- (E) A reassignment is a change in an employee's assignment within a school.
- (F) A transfer is a change of assignment from one school or program to another.

## Section 10.3. Posting

Vacancies will be posted on the District website for a minimum of five (5) calendar days. Additionally, the Association president shall be emailed a copy of each posting.

## Section 10.4. Voluntary Transfers.

- (A) An employee who is interested in a reassignment, will notify his/her building administrator of his/her interest.
- (B) An employee who is interested in transferring to a different school may complete a Request for Transfer Form (Appendix K) and submit it to Human Resources no later than March 15. Requests will remain on file for one calendar year. After March 15, if an employee is interested in a posted position he/she may submit a letter of interest by the closing date on the posting or within ten (10) calendar days of the posting date if the position is "open until filled".
- (C) As vacancies arise, the District will consider the interests of existing employees and consult the Request for Transfer Forms and letters of interest. Qualified employees who have the required endorsement(s) shall be given the opportunity to interview for vacancies.

## Section 10.5. Involuntary Transfers

Involuntary transfers shall be made in the best interest of the District's education program. When involuntary transfers are necessary, an employee shall not be assigned to a position for which he/she is not qualified. Employees transferred involuntarily shall be given first consideration for openings in other buildings. An employee shall not suffer a loss of wages, fringe benefits, or other rights as guaranteed by this Agreement.

In the event that an involuntary transfer is deemed necessary due to adjustments in student enrollment, the District shall first seek qualified volunteers and consider seniority before deciding who will be transferred in the best interests of the District's education program. Employees involuntarily transferred under these circumstances will be considered (interviewed) for any available opening that would allow the employee to return to their previous assignment during the two years immediately following transfers.

Employees transferred involuntarily will receive assistance from the District in moving instructional materials. Such employees will also be provided two (2) days up to eight (8) hours of extended contract time paid from Appendix B to assist with the move. An employee who has been involuntarily transferred after the school year has started will be provided up to two (2) days of release time to complete the move and become oriented to the new building. Employees who have been involuntarily transferred may attend curriculum training at new hire orientations and be compensated at the Appendix B rate. Employees who volunteer to be involuntarily transferred under the paragraph above shall be eligible for the assistance, extended contract and/or release time in this paragraph.

Section 10.6. Basic Contract Provisions. The individual certificated employee contract shall include a description of the general level at which the service will likely be performed (elementary, secondary). Contracts for itinerant personnel shall specify the itinerant assignment (music, speech and language pathologist, psychologist).

Section 10.7. Auxiliary Personnel. Certificated employees shall not be replaced by auxiliary personnel in the assumption of professional responsibility for the guiding of instruction or the control of students for instructional purposes.

Section 10.8. School Closure. Certificated employees who are displaced as a result of building closure shall be given first consideration for openings in other buildings. Displaced employees shall be provided with up to eight (8) hours extended contract time at an hourly rate in accordance with Appendix B of the Agreement to move to their new assignment.

Section 10.9. Moving Classrooms. Employees who are involuntarily transferred or reassigned to a different classroom between school years shall receive one (1) day of pay at the Extra Pay Work Schedule rate (see Appendix B). The District shall provide moving assistance to any staff moving to a different room/building.

## ARTICLE 11A -- EVALUATION OF NON-PROVISIONAL (NON-TPEP) EMPLOYEES

Section 11A.1. General. Certificated employees who are members of the bargaining unit (collectively referred to as "employees" herein) and who are not "classroom teachers" as defined in Article 11B, Section 4 – Applicability and Transition Plan, shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Employees who meet the definition of "classroom teachers" set forth in Article 11B, Section 4 – Applicability and Transition Plan will be evaluated as set forth in Article 11B. Each employee, within thirty (30) days of employment or within thirty (30) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and form appropriate to the employee's position and program in the evaluation cycle.

Responsibility for Evaluation. Within each school, the principal or his/her designee shall be responsible for the evaluation of employees regularly assigned to that school. Such designation shall not be to a member of the bargaining unit. The administrative organization plan for the District shall be used to determine responsibility for evaluation of employees not regularly assigned to any one school. The District shall determine which administrator will be responsible for the evaluation of employees who are regularly assigned to more than one school, and indicate to the employee, within thirty (30) days of the start of the school year or of said employee's employment date, the name of his/her evaluator. The administrator responsible for the evaluation shall sign the evaluation, although he/she may obtain input from affected building administrators. The responsible administrator shall make all formal observations of the evaluatee where required by law.

The judgments reflected in staff evaluations will be based on the professional performance of the employee. The purpose of evaluation is to promote professional growth and effective teaching practices. Observations shall be conducted openly and with the knowledge of the employee and shall be documented on the observation section of the observation and evaluation report appropriate to the employee's position. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class for evaluation purposes without the prior knowledge of the employee.

Certificated teachers not covered in Article 11B shall be evaluated in accordance with the process in Sections 11A.2 through 11A.4. Counselors shall be evaluated in accordance with the process in Section 11A.6. Other educational staff associates, and certificated support personnel will use the evaluation process described below in Section 11A.5.

## Section 11A.2. Standards and Indicators for Teaching and Learning

The Standards and Indicators for Teaching and Learning (Appendix L) form the basis for the evaluation process, including the Self-Reflection, the Individualized Growth Plan and the Evaluation. There are seven standards, including:

- (1) Lesson Planning and Design
- (2) Using Assessment to Improve Instruction
- (3) Learning Environment
- (4) Effective Teaching Practice
- (5) Classroom Management
- (6) Professional Development
- (7) Professional Responsibilities

The indicators describe and explain each standard. Each indicator has four levels of performance to inform a professional discussion and suggest areas for further growth.

## Section 11A.3. Evaluation Programs

There are four evaluation programs, including the following:

- (A) Long Form: Teachers new to the profession will be evaluated using the long form evaluation for four years. After four years, teachers will move to the professional growth program and every three years will also be evaluated using the long form evaluation. (Appendix M) Experienced teachers with continuing certificates or professional certificates who are new to the District will be evaluated using the long form evaluation for one year. After one year they will move to the professional growth program and every three years will also be evaluated using the long form evaluation. Long form evaluations must be signed by the employee no later than May 15.

A teacher may elect to return to the long form of evaluation more often than once every three years by informing his/her administrator in writing by September 15. An administrator may elect to return a teacher to the long form of evaluation by informing the teacher in writing by September 15. A teacher's performance may only be determined as unsatisfactory and a basis for probation or nonrenewal when the employee is being evaluated using the long form.

- (B) The Professional Growth Plan (PGP) is an employee based evaluation wherein the employee self-assesses their skills, sets individual goals and then assesses their progress toward these goals: A teacher with at least four years of experience may participate in the professional growth program every year. If a teacher chooses not to participate in the PGP, the teacher will be evaluated using the long form process. Each year, the teacher will complete his/her Self-Reflection, Individualized Growth Plan, and Growth Plan Review. Teachers are encouraged to work in teams, including department groups, grade levels, or other groups. Every three years, the teacher will also be evaluated using the long form evaluation.
- (1) The Self-Reflection is a form employee use to self-assess their skills (Appendix N) and must be completed by September 30 of each year. A teacher does not need to share the results with his/her evaluator unless s/he chooses to do so.
- (2) The Individualized Growth Plan is a form employee use to establish their personal goals (Appendix O) and must be completed and provided to the evaluator by October 15 of each year. The teacher and evaluator must meet to discuss the goals and plan for the year no later than November 15.
- (3) The Individualized Growth Plan Review is a form employee use to assess progress towards their goals (Appendix P) and must be completed and provided to the evaluator no later than June 1 of each year. The teacher and evaluator must meet to discuss goal accomplishment and review documentation no later than the last day of school.
- (C) Plan of Assistance (POA): A teacher may be placed on a plan of assistance if his/her evaluator finds that the teacher needs assistance in attaining proficiency in one or more of the standards. A teacher may be placed on a POA at any time, provided that if it is anticipated that a teacher will be placed on a POA at the beginning of a school year the teacher will be informed of his/her placement in this program no later than the last day of school for the previous year. Teachers will normally be placed on a POA prior to being placed on probation. A POA may include but is not limited to:
- Requesting an Alternate Evaluator or Observer
  - Peer Coaching
  - Professional Development
  - Resources and reading materials

The employee may decline any assistance offered under this section.

- (D) Probation: A teacher may be placed on probation as described in Article 12, below.

#### Section 11A.4. Long Form: Observation and Evaluation Procedures.

Required Evaluations. Each year the long form evaluation is used, non-provisional employees shall be observed at least two (2) times each year and evaluations shall be completed before May 15 of each year.

- (A) Minimum Observation Criteria. During each school year the long form evaluation is used, each employee shall be observed in the performance of his/her assigned duties for the purpose of evaluation. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Prior notice of at least one (1) such observation shall be given to the employee in order that such employee may have the option of submitting to the evaluator the objective, methods, and materials planned.
- (B) Written Documentation. Following each observation or series of observations, the principal or other evaluator shall document the results of the observation in writing and give a copy to the employee.
- (C) Evaluation report. Within three (3) days following the preparation of an evaluation report, a copy thereof shall be given to the employee. The employee shall sign the District's copy of the evaluation report to indicate the employee 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.
- (D) Evaluation Conference. Within fifteen (15) days following receipt of the evaluation report, the employee may request a confidential conference with the responsible evaluator for the purpose of reviewing the evaluation report. Such conference shall take place within fifteen (15) days thereafter, unless postponed by mutual consent or due to extenuating circumstances such as illness or absence. The evaluation conference shall not be used as a formal meeting to issue a formal reprimand or discipline an employee. The employee may submit signed comments which shall be attached to the report in his/her personnel file.
- (E) Performance Improvement. If the observer finds that the employee has not met the levels of expectation, the reasons therefore shall be set forth. An identification of the ways in which the employee is to improve, and the types of assistance that shall be given shall also be specified.

- (F) Additional Observations and Evaluations. In addition to the observations and evaluations required, principals and other supervisors may make evaluations at any time during the school year, such evaluations may cover individual observations or such periods of time of the current school year as may be identified in the evaluation report.
- (G) Transferred Employees. If an employee is transferred within the school year to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- (H) Resigned or Terminated Employee. If an employee resigns or is terminated during the school year, a final evaluation shall be completed, when possible, prior to his/her final date of employment.

#### Section 11A.5. Observation and Evaluation of Educational Staff Associates

The observation and evaluation of Educational Staff Associates and other certificated support personnel will include the following:

- (A) During an employee's first four years of employment in the District, s/he will be observed and evaluated consistent with Section 11A.4 above. The evaluation used is as included in Appendix Q.
- (B) After four years of employment in the District, the employee will be placed on short form evaluation (Appendix R) which includes the following:
  - (1) Either a 30-minute observation during the school year with a written summary, or
  - (2) A final annual written evaluation based on the criteria in Appendix R of this Article and based on at least two observation periods during the school year, totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the long form evaluation process set forth above shall be followed at least once every three years.
  - (3) An employee may elect to return to the long form of evaluation more often than once every three years by informing his/her administrator in writing by September 15. An administrator may elect to return an employee to the long form of evaluation by informing him/her in writing by September 15. An employee's performance may only be determined as unsatisfactory and a

basis for probation or nonrenewal when the employee is being evaluated using the long form.

#### Section 11A.6. Standards and Indicators for School Counselors

The Standards and Indicators for School Counselors (Appendix S) form the basis for the evaluation process, including the Self-Reflection (Appendix U), the Individualized Growth Plan (Appendices O and P) and the Evaluation (Appendix T). There are four standards, including:

- (1) School Counselor as Leader
- (2) School Counselor and Responsive Service
- (3) School Counselor and Student Competencies
- (4) School Counselor and Academic Success

The indicators describe and explain each standard. Each indicator has four levels of performance to inform a professional discussion and suggest areas for further growth. The procedures for evaluation of school counselors shall be the same as for teachers under Sections 11A.3 and 11A.4.

### ARTICLE 11B – TEACHER/PRINCIPAL EVALUATION PROGRAM (TPEP)

#### Section 11B.1. Introduction

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the person's subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The intent of this Article 11B is to implement RCW 28A.405.100 and WAC 392-191A regarding evaluation of classroom teachers. The parties agree that the following evaluation system 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 skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

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

“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 in which the classroom teacher or support person needs to improve his or her performance.”

## Section 11B.2. Definitions

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been assigned to evaluate the teacher and who meets the qualifications, standards and training requirements set for such evaluators under state law. All evaluators shall demonstrate competence in observing teachers with inter-rater reliability.

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.

Evidence shall mean examples or observable practices of the teacher’s ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

Observe or Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversation that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional leadership framework rubrics. (WAC 392-191A-030)

Not Satisfactory shall be defined as provided in RCW 28A.405.100(4)(a), and means:

Level 1: Unsatisfactory – Receiving a comprehensive evaluation performance rating of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a comprehensive evaluation performance rating 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.

Pursuant to RCW 28A.405.100(4), at any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.

Student Growth Data shall mean the change in student achievement between two points in time within the same school year. This period of time need not be the entire year. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's growth criterion score. The measures to be used shall be chosen by the teacher in collaboration with the evaluator. Assessments to demonstrate growth will be taken from multiple sources, and must be appropriate, relevant, and may include both formative and summative measures. These growth components shall be applied to the teacher-selected group or subgroup of students, in collaboration with the evaluator.

### Section 11B.3. State Criteria, Framework, and Scoring

(A) The minimum state evaluation criteria are:

- (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.

(B) Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The instructional framework is included in Appendix L.

(C) Criterion Performance Scoring

Component Scores: Evidence will be gathered over the year to inform the component scores, using a growth philosophy. If sustained growth is made over the year, the higher score (later score) will be used.

Criteria Scores: In determining the overall criterion score, the evaluator will score each component and average the components to inform the evaluator's judgment as to the final score. If all of the components receive the same score, or if the average of the component scores is a whole number, that shall be the criterion score. When a final criterion score includes a decimal number (for example 2.3), all scores with decimals below .5 will be rounded down and all decimals above .5 or will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.6 would receive a final criterion score of 3. A score that is exactly 0.5 between two ratings (e.g. 2.5) may be rounded up or down by the evaluator, based on a preponderance of the evidence.

Upon request of either the District or Association, this scoring methodology may be reopened for further changes.

(D) Comprehensive Performance Rating

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

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

(E) Student Growth Criterion Score

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 student growth criterion score of low, average or high based on the scores below:

- (1) 5-12—Low
- (2) 13-17—Average
- (3) 18-20—High

Student growth data will be taken from multiple sources and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement data that does not measure growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

As provided in WAC 392-191A-090, the following outcomes of the student growth impact rating analysis will apply:

- (1) Certificated classroom teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.
- (2) Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191-010.
- (3) Certificated classroom teachers with a preliminary rating of distinguished with average or high student growth rating will receive an overall distinguished rating and will be formally recognized and/or rewarded.
- (4) The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth rating will be reviewed by the evaluator's supervisor.

As required by WAC 392-191A-100, within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- (1) Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- (2) Examine extenuating circumstances which may include one or more of the

following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

(3) Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

(4) Create and implement a professional development plan to address student growth areas.

#### Section 11B.4. Applicability & Transition

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement. Counselors shall use the previously piloted counselor evaluation system.

During 2016-19, the District and Association will adopt a new evaluation framework for librarians. The implementation schedule will be as follows:

Year 1: Gather, study, and review information about frameworks including the Danielson librarian model;

Year 2: Pilot the model with librarians and make any adjustments to the framework as needed. The Association and the District will meet to determine the success of the pilot project prior to full implementation in subsequent years. Staff who volunteer for the pilot shall not receive a rating less than proficient. Volunteers are subject to approval by the District.

#### Section 11B.5. Professional Development

The District will offer at least seven (7) hours of TPEP professional development. Professional development could include instruction, question and answer, or work session with administrator present for consultation, or other support differentiated based on cohort needs. If this training occurs outside of the contracted workday, staff will be compensated at their extra work rate.

## Section 11B.6. Procedural Components of Evaluation

### (A) Notification

The teacher will be notified within two weeks from the start of the school year of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

### (B) Teacher Self-Assessment

Prior to the Pre-Observation Conference, the member shall complete a Self-Assessment form from Appendix N (to be revised) but is not required to share the results with his or her evaluator.

### (C) Student Growth Goal Setting:

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal. There will be a maximum of three (3) student growth goals selected for comprehensive evaluations and a maximum of one (1) student growth goal for focused evaluations.

### (D) Artifacts and Evidence:

- (1) The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- (2) The teacher may be required to submit additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. If the teacher submits additional evidence the evaluator will consider it in good faith in addition to other evidence.

### (E) Informal Observations

- (1) An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- (2) Observations do not have to be in the classroom. For example, department or collegial meetings may be used for Informal Observations.
- (3) Informal observations shall be documented in writing and a copy will be provided to the teacher within five (5) business days of the informal observation.
- (4) Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

### (F) Record-Keeping

The District shall keep such records as it shall determine appropriate to document compliance with the evaluation procedures. Teachers shall have access to these records pursuant to state law. Forms used for the purpose of evaluation shall be shared with staff prior to use.

(G) Effect of Previous Score

Teachers who received an evaluation the previous year are assumed to be operating at the same level of performance at the beginning of next year's evaluation cycle.

(H) Evaluation Conference

For pre- and post-observation conferences, teachers shall have the option of conferencing with the evaluator in the classroom.

(I) Planned Leaves/Unplanned Absences

- (1) Planned Leaves – A timeline for completing observations and conferences shall be established between the evaluator and the employee.
- (2) Unplanned Absences - If it is not possible for the evaluator to complete the evaluation, the evaluator shall simply document the facts. With regard to any criterion for which inadequate evidence has been obtained due to planned or unplanned absences, the employee may be presumed to have remained at the same level of performance as before the employee went on leave.

Section 11B.7. Comprehensive Evaluation

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.

(A) Pre-Observation Conference:

The pre-observation conference shall be held prior to any scheduled formal observation. 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.

(B) Formal Observations:

- (1) All employees will be observed at least twice per school year for not less than sixty (60) minutes total. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee period.

- (2) The observations should occur no later than ten (10) calendar days after the pre-observation meeting.
- (3) The evaluator will document all formal observations and provide copies to the employee within five (5) working days.

(C) Post-Observation Conference:

A post-observation conference may be held at the request of either the employee or the evaluator. Each classroom teacher will have the opportunity for a minimum of two confidential conferences during each school year with his/her principal or principal's designee either:

- (1) Following receipt of the written evaluation results; or
- (2) At a time mutually satisfactory to the participants.

The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

(D) Comprehensive Evaluation Report:

- (1) No later than May 15<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher's comprehensive score. The comprehensive score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year, regardless of their years of experience.
- (2) The teacher has the right to provide additional evidence for each criterion to be scored.
- (3) All evidence, measures and observations used in developing the final comprehensive evaluation score must be a product of the current school year in which the evaluation is conducted.
- (4) If the evaluator assigns the teacher a final comprehensive score below Proficient, the evaluator must provide at least three (3) pieces of evidence for each criterion scored Basic or Unsatisfactory.
- (5) The teacher will sign two (2) copies of the Comprehensive Evaluation Report. Each teacher shall sign the evaluation form to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
- (6) Teachers shall have the right to attach additional comments or a rebuttal to the Comprehensive Evaluation Report.

## Section 11B.8. Focused Evaluation

Pursuant to RCW 28A.405.100, in the years when a comprehensive evaluation is not required, classroom teachers who receive a comprehensive evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

A teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. The evaluator can initiate a move from the Focused to the Comprehensive evaluation. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th. (WAC 392-191A-120). If an employee is transferred to comprehensive from focused after September 15th, a reason for this decision shall be provided to the employee upon request.

- (A) The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, must be approved by the evaluator, and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention or as an area of expertise to be further developed.
- (B) If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- (C) Observations for the focused evaluation shall follow the guidelines of state law requiring at least two observations for at least sixty total minutes of observation time. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting. (WAC 393-191A-110)
- (D) Pursuant to WAC 392-191A-120(5), a summative score will be determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- (E) A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s), and employees shall be required to select the same criterion for purposes of the focused evaluation process.

#### Section 11B.9. Support for Basic and Unsatisfactory Employees

The Association will be notified when any teacher is judged below Proficient, by the next Labor Management Meeting. If an employee is rated below proficient in some areas but has not scored low enough that the employee is required to be placed on probation, the employee shall be provided, upon request, the opportunity to receive coaching from an instructional coach or another non-supervisory certificated employee. Such employees may also be offered a Plan of Assistance pursuant to Section 11A.3(C), which may include professional development, reading materials, and/or other resources. The employee may decline any assistance offered under this Section.

#### Section 11B.10. Additional Support for Provisional Employees

Before non-renewing a provisional teacher for performance-related reasons, the evaluator shall have observed the employee in the classroom and provided the employee with a comprehensive evaluation to assist the teacher in making satisfactory progress toward remediating deficiencies.

#### Section 11B.11. Probation

At any time after October 15th, a classroom teacher whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory and must be placed on probation:

(i) Level 1; or

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

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the District.

A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following

school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2 (i.e. an unsatisfactory rating). The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

The decision of whether to place an employee on probation shall be made by the Superintendent as provided by state law.

Teachers may only be placed on probation based upon a Comprehensive evaluation.

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

A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for an employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

The evaluator may authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.

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.

Following a review of the any report submitted by the evaluator, the Superintendent shall determine whether to remove the employee from probation, extend the probationary period, or issue a notice of probable cause for non-renewal or discharge.

## Section 11B.12. Non-Renewal

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

## Section 11B.13. Evaluation Results

(A) Evaluation results shall be used as set forth in WAC 392-191A-240:

- (1) To acknowledge, recognize, and encourage excellence in professional performance.
- (2) To document the level of performance by a teacher of his/her assigned duties.
- (3) To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- (4) To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- (5) Beginning in 2015-2016, as one of multiple factors in making human resources and personnel decisions. How this information shall be used will be negotiated between the District and the Association before implementation.

(B) Except as required by law, evaluation results shall not be:

- (1) Publicly shared or published with any teacher identifying information.
- (2) Publicly shared or published without notification to the individual and Association.
- (3) Used to determine any type of base or additional compensation.

(C) The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the district.

## ARTICLE 12 -- PROBATION OF NON-PROVISIONAL EMPLOYEES

Section 12.1. General. The probationary procedure as set forth herein shall provide a certificated employee with opportunity to demonstrate improvements in his/her areas of deficiency and offer the employee assistance through counseling and other resources as may be utilized in the improvement of performance. The probationary period shall be for a duration consistent with state law.

If the supervisor contemplates recommending that a certificated employee be placed on probation, an evaluation shall be made on or before January 15.

Section 12.2. Advisory Conference. Prior to recommending a certificated employee be placed on probation, the employee's supervisor shall confer with the employee to review the reasons probation may or will be recommended for that employee.

Section 12.3. Supervisor's Report. In the event that a principal or other supervisor determines, on the basis of the evaluation criteria, that the performance of a certificated employee under his or her supervision is unsatisfactory, and that probation must be recommended, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

- (A) The evaluation report,
- (B) A set of expectations delineating what levels of performance would constitute acceptable performance in the problem area defined, and
- (C) A recommended specific and reasonable program designed to assist the certificated employee in improving his or her performance.

Section 12.4. Establishment of Probationary Period. If the Superintendent concurs with a supervisor's judgment that the performance of a certificated employee is unsatisfactory, the Superintendent shall place said employee in a probationary status. On or before February 1, said employee shall be given written notice of the action of the Superintendent. Said notice shall contain the following information:

- (A) Specific areas of performance deficiencies,
- (B) Improvements required for acceptable performance,
- (C) A suggested specific and reasonable program for improvement, and
- (D) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

Section 12.5. Supervision During the Probationary Period.

- (A) Immediately following the delivery of a probationary letter, the principal or other supervisor shall meet with the probationary employee to discuss performance deficiencies and expectations and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one (1) additional certificated employee who is not a member of the bargaining unit to evaluate this probationer and to aid the employee in improving his or her areas of deficiency.
- (B) During the probationary period the principal, supervisor or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the probationary employee.

- (C) The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.
- (D) Should any report of the employee's probationary status contain information not previously made known to the certificated employee, the certificated employee may submit a written statement which shall be appended to such report.

Section 12.6. Supervisor's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary employee has improved, and which shall set forth one (1) of the following recommendations for further action:

- (A) That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- (B) That the employee 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 employee has not demonstrated sufficient improvement in the stated areas of deficiency, and action should be taken to non-renew the employment contract of the employee.

Section 12.7. Non-Renewal. In the event the Superintendent determines that the employment contract of a certificated employee should not be renewed for the next ensuing term, such employee shall be notified in writing on or before May 15 preceding the commencement of such school term. Such notification shall state the reasons for such determination. Procedures to be followed shall be as provided by law.

## ARTICLE 13 -- PROVISIONAL EMPLOYEES

Section 13.1. During their first three (3) years of employment, (one [1] year if an employee has completed at least two years of certificated employment in another school district in the state of Washington), employees new to the District shall be Provisional Employees. Each employee, within 30 days of employment, shall be given a copy of the evaluation form to be used during the school year. The Superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the District.

Section 13.2. Said provisional employees shall be evaluated as described above in Section 11A.1 and in RCW 28A.405.100, which evaluation procedures shall include the special evaluation procedures for third-year provisional employees set forth in RCW 28A.405.100(3)(a), as now existing or as hereafter amended.

Section 13.3. Provisional employees shall be observed in the performance of their work assignment for the purpose of evaluation at least two (2) times during the first year of employment. The first observation shall be made within the first ninety (90) calendar days of employment and the second shall be made before May 1 of the school year. At least one such observation shall be for a minimum of thirty (30) minutes within the first ninety (90) calendar days of employment. At least one observation shall be pre-scheduled in order that such employee may inform the evaluator of the objectives of the lesson and method and materials to be used.

Section 13.4. Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the evaluation in writing, noting areas of deficiencies and suggestions for improvement. A copy of the written evaluation shall be provided the employee within three (3) days after it is prepared. Within five (5) days following receipt of the evaluation report, the employee may request a confidential conference with the responsible evaluator for the purpose of reviewing the evaluation report. Such conference shall take place within fifteen (15) days thereafter, unless postponed by mutual consent or due to extenuating circumstances such as illness or absence. The evaluation conference shall not be used as a formal meeting to issue a formal written reprimand or penalize an employee. Within five (5) days of the conference, the employee may submit signed comments which shall be attached to the report in his/her personnel file.

Section 13.5. In addition to the observations and evaluations required, principals and other supervisors may make observations at any time during the school year.

Section 13.6. If an employee is transferred after ninety (90) days service within the school year to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

Section 13.7. Notice of non-renewal shall be given by May 15, or by such other date as shall be provided by law.

Section 13.8. Matters concerning evaluation or non-renewal of provisional employees shall not be subject to the grievance procedure except that failure to follow the timelines provided in this Article shall be subject to the grievance and arbitration procedure.

## ARTICLE 14 -- EVALUATION OF SUBSTITUTE EMPLOYEES

Within each school, the principal or his/her designee may evaluate represented substitute employees assigned to that school by completing the evaluation form, Appendix I. Such evaluation shall not be assigned to a member of the bargaining unit; however, members of the bargaining unit may assist the responsible administrator or designee when requested by him/her in such evaluation.

## ARTICLE 15 -- EVALUATING PEERS

Employees shall not be required to evaluate other certificated staff, substitutes, or paraeducators, but may provide feedback or input as requested.

## ARTICLE 16 -- TERMINATION

Section 16.1. The District, at its discretion, but consistent with other provisions of this Agreement, and/or with provisions of state law and/or regulations, may place on probation or terminate any employee.

## ARTICLE 17 -- EMPLOYEE STAFF REDUCTION

Section 17.1. General. In the event the District adopts a reduced educational program, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status shall be identified by using the provisions in this Article.

- (A) The term "layoff" as used herein refers to action by the District to reduce the number of certificated employees in the District over and above attrition, and due to the following reasons:
  - (1) Staff reduction necessitated by enrollment decline.
  - (2) Failure of a special levy election or other events resulting in a significant reduction in revenue.
  - (3) Discontinuation of a position(s) including those resulting from termination or reduction of funding of categorically funded projects.
- (B) Layoff of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of non-renewal to all affected

certificated employees on or before May 15, or by such other date as may be provided by law. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case, shall be notified not later than May 15.

- (C) The term "layoff" does not refer to decisions to discharge or non-renew an individual certificated employee for cause.
- (D) Certificated employees on approved leave from the District shall be subject to the provisions of this Article in the same manner as employees currently under contract to the District.

#### Section 17.2. Procedures.

- (A) **Determination of Vacant Positions.** The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, 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.
- (B) **Employment Categories.** The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.
  - (1) Elementary employees will be considered for retention in, but are not limited to, the following categories: K-5 basic education classroom teachers, P-5 special education classroom teachers, elementary librarians, elementary music teachers, elementary PE teachers, elementary science teachers, and elementary counselors.
  - (2) Secondary employees (6-12) will be considered for retention by teaching specialties, such as but not limited to, 6-8 core teachers, art, English language learners, computer science, counselors, English/language arts, French, German, health, home economics, industrial arts, librarians, math, music (instrumental & vocal), physical education, psychology, reading, science, secondary basic education, shop, social studies, Spanish, special education classroom teachers, and traffic safety.
  - (3) Other non-supervisory employees will be considered for retention according to their specialty which includes, but is not limited to, behavioral specialists, speech and language pathologists, nurses, occupational therapists, physical therapists, and psychologists.
  - (4) Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s). These positions include, but are not limited to, technical, applied and career education employees (agriculture, aerospace, business education, diversified occupations, environmental science, home & family life, occupational information specialist, and technology education).

- (C) Retention by Employment Category. A prerequisite for retention in a category shall be possession of a properly endorsed Washington state teaching credential required by the position.

Each certificated employee shall, in accordance with the criteria set forth in paragraph D hereafter, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph a certificated employee is currently performing in any given category or specialty if one teaching period or more of such employee's assignment is devoted to such category or specialty. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or his designee, provided, that in order to qualify for consideration in any such additional category, the certificated employee:

- (1) Must have had a minimum of one (1) year professional experience\* of at least one (1) teaching period in each such additional category; or
- (2) Must have a college major, minor, or endorsement in each such additional category.  
\*Employees who, by part-time assignments, have accumulated the equivalent of one (1) year, or major fraction thereof, experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.
- (3) Must meet any other state or federal legal requirements for hire into the position.

All written designations for consideration in additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or his designee. Employees shall be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures. No certificated employee shall be considered for retention in a position of higher rank than the position held by such employee at the time of the implementation of these procedures. The District salary structure as of the time of the implementation of these procedures shall determine whether a position is "of higher rank" than the position currently held by the employee.

- (D) Selection Within Employment Categories. Certificated employees shall qualify for retention in available positions within the categories or specialties for which they qualify under Section 17.2 hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employees shall be retained:

- (1) Total seniority as a certificated employee shall be the basis for retention for those categories and specialties identified in Section 17.2 above. Within each such category or specialty, the employee(s) having the greater seniority shall be retained. In the event ties exist, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the Human Resources Office at the beginning of the current school year shall have preference. If ties remain, the preference shall be determined by the employee with the highest comprehensive summative evaluation rating. If ties still remain, preference shall be determined by drawing lots among the employees who tie.
- (2) "Seniority" within the meaning of this paragraph shall mean years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule.

By December 1 of each school year, the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify her/his seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within fifteen (15) days after posting, fails to notify the Association and the District that a dispute exists regarding his/her seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list. No later than the first week in February, each year, the Association and the District shall meet to resolve any timely submissions of disputed seniority ranking.

- (E) Action by District. The provisions of Section 17.2 above shall be implemented on or before May 15 of the same school year in which any staff reductions may be necessary. The District shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

### Section 17.3. Employment Pool.

- (A) All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re employment for a period of up to thirty-six (36) months. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties for which they are qualified under Section 17.2. If more than one such employee is qualified for an open position, the criteria set forth in Section 17.2 shall be applied in reverse order to determine who shall be offered such position.
- (B) It shall be the responsibility for each certificated employee placed in the employment pool to notify the Superintendent or his designee in writing by April 1, if such employee wishes to remain in the employment pool. If such notification is

not received, the name of any such certificated employee shall be dropped from the employment pool.

- (C) When a vacancy occurs for which person(s) in the employment pool qualify, pursuant to Section 17.2, notifications from the District to such individual shall be by certified mail or by personal delivery. Such individual shall have seven (7) calendar days from the receipt of the letter to accept the position. An individual may refuse the first offer of a position but if he or she refuses to accept a second offer of a position, such individual shall be dropped from the employment pool.

When a certificated employee is recalled pursuant to the provisions of this Paragraph C, said employee shall be granted the experience, days of accumulated sick leave and seniority accrued at the time of layoff.

- (D) While in the employment pool, a certificated employee may, at said employee's option, be continued in any fringe benefit program of the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.
- (E) When a certificated employee is recalled, he/she shall be granted the years of experience, days of accumulated sick leave, and seniority which he/she had at the time of layoff. In addition, if during the period of layoff, a laid-off certificated employee increased his/her educational training, then upon recall, said certificated employee shall have the additional training credited to him/her and such additional training shall be used to calculate said certificated employee's position on the salary schedule.
- (F) Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes. Certificated employees shall have the right to refuse to substitute without affecting their recall status in the employment pool.

Section 17.4. It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement, may be eligible, according to eligibility requirements of Section 17.2 for retention in one or more of the employment categories identified in Section 17.2 above.

#### Section 17.5 Planning Time Buyouts.

Any group of planning time buyouts that could be filled by a single position of 0.5 FTE or greater shall be filled from the recall list if there are any qualified employees available.

## ARTICLE 18 -- CONTACTING EMPLOYEES DURING THE SCHOOL DAY

Section 18.1. Employees and the District shall discourage representatives of commercial firms, charitable agencies, research agencies and others interested in selling, promoting or securing information from making contacts with certificated employees during the working hours. The District shall cooperate with these efforts by not promoting these groups during staff meetings or through email without prior authorization from the Association and the Superintendent.

Section 18.2. The Association shall not interrupt employees during classroom instruction or normal work activities nor in any way adversely affect teaching schedules. Any exception must be approved by the Superintendent or his/her designee.

## ARTICLE 19 -- SAFE WORKING CONDITIONS

Section 19.1. Certificated employees shall not be expected to work, teach or supervise students in an area where such work has been prohibited by an appropriate county or state agency.

Section 19.2. Certificated employees shall promptly report any safety hazards, or unsafe conditions they are aware of, to their immediate administrator.

Section 19.3. The District shall promptly advise certificated employees of any unsafe working condition(s), as determined by a state or county agency, in the areas in which they work.

Section 19.4. Certificated employees who are threatened with physical harm or verbal abuse by an individual or a group while carrying out their assigned duties should immediately notify the building administrator. The administrator shall then assess the nature and severity of the threat, document the incident (or ask the employee to document the incident), and take appropriate action.

Section 19.5. The building administrator will notify employees in advance of placement when a student has a known criminal record to the extent employees have a legitimate educational interest in such information, and to the extent provided by RCW 13.04.155. See Appendix V. Student records such as IEPs and 504 plans shall be provided to employees required to provide services or accommodations as soon as such records are available.

Section 19.6. OT/PT Equipment and Space. The District's Maintenance Department will conduct safety checks on suspended equipment used by Occupational Therapists and

Physical Therapists at least two times per year. The District will make reasonable efforts to secure heated, ventilated equipment storage space and work areas for OTs and PTs with space for filing confidential materials, supplies and equipment.

#### Section 19.7. Harassment.

- (A) The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students and other District personnel.
- (B) In the event a student assaults an employee, the student shall be disciplined according to District policy and due process, and the employee, at his/her option, may request that the student be reassigned to another class.
- (C) Schools may enact reasonable rules to bar the use of cell phones and other electronic devices capable of audio or video recording of the classroom. Employees who confiscate cell phones or other electronic devices, shall turn such devices over to the building administration which shall secure the devices until returned to the student or parent.
- (D) Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in the presence of an employee shall be disciplined according to District policy and due process. The employee may request that the student be removed from the employee's classroom. Communications from threatening parents shall be restricted. Conferences with threatening parents shall be conducted with at least one administrator present.
- (E) Students found to have used District resources to knowingly make false, obscene or defamatory depictions of or claims against an employee or to include an employee's image without his/her permission shall be disciplined according to District policy, due process, and applicable laws. The employee may request that the student be reassigned to another class. Students who engage in inappropriate behavior from off campus may be subject to District disciplinary policy as permissible under applicable law.
- (F) Students who falsely accuse an employee of misconduct shall be disciplined according to District policy, due process, and other applicable laws. The employee may request that the student be reassigned to another class.

#### Section 19.8. Whistleblower Protection.

The District shall comply with the Franklin Pierce School District Board policy and state regulations regarding Whistleblower matters.

#### Section 19.9. Building Climate.

If either the District or Association has a concern about the climate of a building, that issue should be brought to the monthly labor management meeting for discussion. The District and Association will discuss the issue and create a joint plan for addressing the concerns.

## ARTICLE 20 -- RESIGNATION AND RELEASE FROM CONTRACT

Certificated employees who plan to terminate their District employment at the close of the current school year should submit a letter of resignation prior to March 15.

A certificated employee shall be released from a contract for the following school year provided notification is given to the District by July 15. A certificated employee may be released after July 15. Such request should be made as soon after July 15 as possible.

## ARTICLE 21 -- STUDENT DISCIPLINE PROBLEMS

Section 21.1. Student Discipline. The District shall consider and reasonably respond to a certificated employee's request for assistance with student discipline problems.

The District shall support teachers in their effort to maintain discipline and shall respond as soon as possible to a certificated employee's concerns regarding discipline problems. (An administrator or his/her designee shall be present in the building during school hours and at school functions for this purpose.) Authority for certificated employees to use prudent discipline measures for the safety and well-being of students and teachers shall be supported by the District provided that: (1) certificated employees have followed established District policy and procedures, and (2) certificated employees, when appropriate, provide supporting documentation of behavior that led to the incident and efforts made to correct same. Administrators shall ensure that information is available regarding what action was taken when a student is referred to the office for a discipline issue.

The District shall provide a copy of the District's student discipline policy to each employee within ten (10) days following the start of school, the employment of a new certificated employee, or the adoption of a new or revised discipline policy.

In September of each school year, each building principal and the teaching staff shall meet to develop, revise, and/or review building discipline standards and enforcement of those standards. Building discipline standards shall include a rapid response plan for emergencies that may occur in the building or on the school grounds. Such standards shall be consistent with the provisions of this agreement and appropriate statutes. The building principal shall provide a copy of the discipline standards developed at the building level to each employee in the building by September 30 of each school year.

Standard protocols will be established for employees regarding interruptions of teaching, planning and lunch due to disruptive students. These protocols shall include a plan of student supervision and returning staff to their regularly scheduled work assignment.

A student who has been excluded from class in compliance with state law and District policy shall not be returned to that class until the teacher and administrator have conferred or for two days, whichever occurs first (RCW 28A.600.020).

Section 21.2. Weapons and Dangerous Devices. Certificated employees are authorized to take reasonable and prudent measures to protect themselves or others within district guidelines and policies.

Employees will not be expected or required to provide emergency treatment in situations involving weapons until/unless the scene has been secured by police security personnel.

Possession or use of weapons, explosives, illegal knives, or other items capable of producing bodily harm is prohibited. Except in extenuating circumstances, the penalty will be emergency expulsion.

## ARTICLE 22-- ACADEMIC FREEDOM AND RESPONSIBILITY

Section 22.1. Academic freedom shall be guaranteed to teachers by the District in the study, investigation, presentation and interpretation of facts and ideas within the parameters of District, State Board of Education, and State Superintendent of Public Instruction policies, regulations, and guides relative to curriculum and instruction. Accordingly, the District encourages the free and orderly flow and examination of ideas so that students may gain the skills to gather and organize facts, discriminate between facts and opinions, discuss differing viewpoints, analyze problems and draw tentative conclusions. Employees shall be guaranteed full freedom in classroom presentations and discussions and may introduce issues which have economic, political, scientific or social significance, or otherwise controversial material relevant to course content, provided that such topics are presented in accordance with board policies and consistent with sound professional practice.

Section 22.2. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the employee's contracted responsibilities, and in compliance with legal restrictions on the use of public facilities to support or oppose a ballot issue or candidate for public office.

Section 22.3. The principle of academic freedom for certificated employees shall not supersede basic responsibilities to the education profession. These responsibilities include:

- (A) A commitment to meet the objectives of the prescribed course of study.
- (B) A commitment to the democratic tradition as a way of life.
- (C) A concern for the welfare, growth, and development of children.
- (D) An insistence upon objective scholarship.

Section 22.4. Certificated employees are encouraged to assist in designing the curriculum, in conformity with the laws of Washington and the rules and regulations of the District, as well as the State Board of Education.

Section 22.5. No mechanical or electronic listening device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record sound in any class without the knowledge and consent of the person being recorded.

Section 22.6. *Testing* – By October 1<sup>st</sup>, the District shall provide to the Association a report that includes state, federal, and interim tests, along with testing windows, class time anticipated for test preparation, and administration of these tests.

## ARTICLE 23 -- CALENDAR

Section 23.1. No later than March 1 of each year in which the parties do not have a work calendar for the subsequent year, the District shall submit to the Association a proposed calendar for the subsequent year. Within ten (10) days of receipt of the proposed calendar, the Association shall notify the District if it intends to bargain the calendar. The calendar as bargained, or, if the Association elects not to bargain, the calendar as submitted by the District, shall be incorporated into the Agreement as Appendix H.

Section 23.2. In the event an Act of Nature or power outage results in the shortening of the school day, or the closure of a school or schools, the District may modify the calendar to make up days missed in consultation with the Association.

Section 23.3. The following parameters will be used for future calendars unless agreed otherwise:

- (A) PRAD days will occur no more than 7 business days before the first day of school.
- (B) Secondary End of Semester Schedule. At the end of the first semester there will be two (2) days scheduled where the students come in the morning to take exams

and the staff uses the afternoons as teacher-directed time to grade assessments. At the end of the second semester, high school staff will have two days for this purpose and middle school staff will have one.

- (C) Memorial Day Weekend break will be four (4) days.
- (D) There will be a teacher-directed assessment early-release day at the elementary level within one week prior to the completion of a trimester.
- (E) No PRAD days will be scheduled within one week after the conclusion of trimester at the elementary level.

## ARTICLE 24 -- CLASS LOAD

Section 24.1. Class size. Prior to May 1 of each school year, the District's Human Resources and K-12 administrators shall meet with Association representatives, as needed, to discuss issues such as: student FTE projections, projected staffing levels, class configurations, high impact issues and any other issues that may affect class size.

Within the first two weeks of the school year, the K-12 administrator will meet with Association representatives to provide an update on student enrollment and staffing levels and to inform the Association regarding District plans to balance class sizes district wide.

On or about October 5 of each school year the K-12 administrator will meet with Association representatives to provide additional information on student enrollment and staffing levels and to discuss problem situations.

Efforts will be made to distribute students to classes in an equitable manner with special consideration for students with special needs, such as special education, Section 504 plans and ELL. Before the beginning of each school year, schools will review any changes in spring grade level placements in order to address any significant changes in the equitable distribution of students among classrooms.

Except for the first two weeks of each semester at secondary schools and the first two weeks of the school year at elementary schools, teachers will be given notice one school day prior to new students entering their classrooms except where prohibited by law.

Section 24.2. Elementary Limits. The District shall provide class size ratios that do not exceed the following numbers at the elementary level, grades K-5:

Kindergarten	22 per session
Grade 1	23 per session
Grades 2 and 3	25 per session
Grades 4 and 5	27 per session
Elementary Specialist	175 per day

The Association agrees to release the District from this obligation in the event the District should suffer a levy loss. If state funding for K-4 changes, the parties agree to return to negotiations to discuss any necessary changes to this section.

If, after the first two weeks of the school year, an elementary class or daily load exceeds the District limits stated above, the teacher and the principal shall meet and develop a plan of action that is satisfactory to the employee within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. Options may include, but are not limited to, the following:

- a. Paraeducator assistance
- b. Moving students/staff
- c. Release time

If the overload concern cannot be resolved at the building level, the staff person and the principal shall, individually or mutually, refer the issue to the K-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference. In addition to the resolutions mentioned above, employees shall receive \$100 for each month they are in overload based on the monthly enrollment counts, beginning with the October enrollment count.

Elementary Specialists--Elementary PE, ITS, science, and music specialists shall teach no more than seven (7) class periods per day, with total weekly contact time not to exceed that of classroom teachers.

### Section 24.3 Secondary Limits.

The District shall provide class size limits that do not exceed the following numbers at the secondary levels, grades 6 through 12:

Middle Schools	4 teaching periods: 32 per class, 127 per day
	5 teaching periods: 32 per class, 159 per day
	6 teaching periods: 32 per class, 191 per day
High Schools	4 teaching periods: 31 per class, 124 per day
	5 teaching periods: 31 per class, 155 per day
	6 teaching periods: 31 per class, 180 per day*

\*Note: This line currently applies only to high school teachers who are compensated for teaching during their planning time pursuant to Section 8.3.

The class size limits will not apply to traditionally large classes (i.e. choir, band). -Physical education shall not exceed 40 students.

If the District considers changing to a different schedule at the middle or high school level (e.g., moving to an A/B schedule or eliminating double plan time), this provision will be reopened as necessary to determine how the above class size limits will apply.

Class sizes may be additionally limited by available equipment. The maximum number of students in each classroom shall be determined by the building administrator in consultation with the certificated teachers using those rooms and/or the respective department chair.

If a secondary class exceeds the limits as stated above, the teacher and the principal shall meet and develop a plan of action that is satisfactory to the employee within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. Options may include, but are not limited to the following:

- a. Paraeducator assistance
- b. Moving students/staff
- c. Release time

If the overload concern cannot be resolved at the building level, the staff person and the principal shall, individually or mutually, refer the issue to the K-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.

In addition to the resolutions mentioned above, employees shall receive \$100 for each month their daily totals are in overload based on the monthly enrollment counts, beginning with the October enrollment count.

Section 24.4. Classroom Preparations. High school and middle school teachers shall not normally be assigned to more than three (3) classroom preparations per day. Navigation 101/Learning Lab shall count as a preparation if assigned a letter grade (A, B, C, etc.). It is understood that secondary Navigation coordinators are expected to prepare materials at least 24 hours in advance.

If a teacher is required to provide an intervention class during their advisory period involving the creation of separate lessons, the class will count as a preparation

Section 24.5. Special Education Caseloads. The District will make a good faith effort to equalize workload for special education staff members and to equitably assign the number of buildings to be served by itinerant speech language pathologists, occupational and physical therapists, social workers, and psychologists. Learning Support Services will conduct regular meetings with special education teachers and support staff during the school year to determine whether additional supports are necessary. Any special education classroom teacher, special education specialist (SLP, OT, PT, Psychologist, Vision Specialist, Social Workers), or group of specialists, who faces inequitable challenges in meeting IEP responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues within the district, which may include building teams when appropriate. Workload could be heavier than usual because of challenges such as additional students on the specialist's caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of IEP or evaluation documents.

If a special education teacher's or specialist's caseload issue cannot be solved within the group of colleagues, the employee and the principal and/or district administrator assigned to supervise that group of specialists or teachers shall confer and develop a plan of action satisfactory to the employee within five working days. The parties will initiate the plan of action within five working days of said conferences.

Options may include but are not limited to the following:

- Hiring of additional staff
- The assignment of paraeducator or clerical assistance
- Reallocation of responsibilities for particular students
- Additional paid time
- Additional release time for the planning and drafting of IEPs or evaluations
- Reallocation of non-special education responsibilities

If the overload concern cannot be resolved at this level, the staff person and the principal/district administrator shall, individually or mutually, refer the issue to the K-12 administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.

If any special education classroom teacher's caseload exceeds 35 special education students, or if any special education classroom is assigned more than twenty (20) students per class period this inquiry will be triggered automatically. In addition to the resolutions mentioned above, employees shall receive \$100 for each month they exceed these caseload or class size numbers, based on monthly enrollment counts, starting with the October enrollment count. For support center, pre-school or Strides teachers, this compensation will be triggered by any class or caseload above twelve (12) students.

Section 24.6. ELL Caseloads. The District will make a good faith effort to equalize workload and minimize the number of buildings assigned for ELL staff members. Any ELL classroom teacher who faces inequitable challenges in meeting WLPT II responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues within the district, which may include building teams when appropriate. Workload could be heavier than usual because of challenges such as additional students on the employee's caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of required documents.

If an ELL teacher's workload issue cannot be solved within the group of colleagues, the employee and the principal and/or district administrator assigned to supervise ELL teachers shall confer and develop a plan of action satisfactory to the employee within five working days. The parties will initiate the plan of action within five working days of said conferences.

Options may include but are not limited to the following:

- Hiring of additional staff
- The assignment of paraeducator or clerical assistance
- Reallocation of responsibilities for particular students
- Additional paid time
- Additional release time
- Reallocation of non-ELL responsibilities

If the overload concern cannot be resolved at this level, the staff person and the principal/district administrator shall, individually or mutually, refer the issue to the K-12

administrator. A conference will be held within five (5) working days to discuss the issue(s) and the parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of said conference.

Section 24.7 Counselors. Counselors shall not be required to spend more than 25% of their time conducting home visits. The District shall provide information on appropriate referrals in order to avoid counselors becoming overwhelmed with family support work.

## ARTICLE 25 – SPECIAL EDUCATION

The District will reimburse each vision specialist, school psychologist, speech and language pathologist, occupational therapist, and physical therapist \$300/year for expenses relating to her/his position (i.e., professional membership dues, trainings required for ESA certification, etc.) To receive reimbursement, the employee is required to turn receipts into Learning Support Services for the year's expenditures no later than the last school day.

All special education Medicaid Funds paid to the District go back to the department that billed it, not the general fund.

## PART III -- SALARY MATTERS

### ARTICLE 26 -- SALARY SCHEDULES AND GUIDELINES

Bargaining unit members will be placed on the salary schedule in accordance with WAC 392-121-264 and the reporting standards of S-275 in place as of August 2018.

Section 26.1. Salary schedules shall be as provided in the appendices attached hereto and by this reference made part of this Agreement.

Section 26.2. Adopted salary schedules are to be followed at all times and employees will be paid salary amounts ONLY according to their placement on adopted schedules:

Certificated employees whose regular duties are contracted for in excess of the basic work shall be compensated on the full per diem of said certificated employee's contracted rate of pay, calculated by dividing one (1) by the number of days in the base contract (for example, 1/180 during the 2018-19 school year).

Section 26.3. For all certificated employees hired the number of years of professional education employment completed in Washington State or out of state shall be used for salary schedule placement. Using OSPI guidelines, partial years shall be accumulated to complete full years. Any remaining partial years shall be rounded utilizing the same criteria established by OSPI for S275 reporting purposes. No more than 1.0 year of experience may be counted for any 12-month period.

Section 26.4. The Association and District recognize that the AFJROTC program requires special considerations and agree that the District shall establish salaries for this position pursuant to its normal regulation notwithstanding any other provisions of this Agreement.

Section 26.5. For the purpose of calculating the salary of a part-time certificated employee, a part-time person is one who is under contract to perform duties for less than a full day and/or less than 180 days.

Section 26.6. Extra Work Pay Schedule Part II (Activities) and Part III (Other Activities)

Stipends shall be adjusted annually by the same percentage that the state-funded salary allocation is increased for inflation.

Section 26.7. Represented Certificated Substitutes. Substitute employees shall be paid no less than \$132 per full day (\$66 for half day). If a substitute works more than thirty (30) full days in the current school year, the substitute will receive not less than 105% of the regular substitute pay rate, retroactive to the first full day worked in the current school year. On the 20th day of work in a single continuing assignment, retroactive to the first day of the assignment, a substitute shall be paid \$150 per full day. During the term of this Agreement the District will annually review substitute rates and consider adjustments based upon comparable District sub pay and the District's financial resources.

The District will supply the Association with a current, active substitute teacher work list on a quarterly basis, including number of days worked.

The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract; shall not be considered a disciplinary action and is not grievable.

The District will not require student teachers to substitute during their student teaching.

## ARTICLE 27 -- PROFESSIONAL GROWTH

Section 27.1. The District shall accept all clock hours and in-service credits and college credits earned from an accredited institution that are earned in accordance with current and appropriate RCWs and WACs and meet the approval standards adopted by the State Board of Education and the Franklin Pierce School District In-service Committee. Credits shall count for advancement on the District's salary schedule if such credits are eligible to be used for placement on the state wide allocation schedule for apportionment and submitted in accordance with the timelines herein.

Section 27.2. Certificated employees who have already completed sufficient credits, or who intend to attend summer school for the purpose of earning advancement to another category of the salary schedule, shall indicate their intent to the District in writing, not later than March 15 of each school year.

Section 27.3. After completing the intended course work, certificated employees are to submit official transcripts, pending arrival of the actual transcripts, verifying to the District course completion as soon as possible after course work is completed, but in no case later than October 1 of each school year.

Section 27.4. The District may administratively make exceptions to the March 15 deadline for employee notice of intent to earn credits if:

- (A) The employee has completed the courses PRIOR to March 15 and the only obstacle to appropriate salary placement is the filing of a transcript. In this case, a transcript is to be on file in the District no later than July 1.
- (B) SUBSEQUENT to March 15, the employee decides to attend summer school. In this case, the employee shall give written notice to the District PRIOR to commencing the course, detailing reasons for this change of intent.

Section 27.5. The District shall provide the means whereby certificated employees may record their participation in non-credit courses, workshops, conferences, etc., and have such recorded in their personnel files.

Section 27.6. New Curriculum and Program Training -- Staff will have the opportunity for input prior to the implementation of new curriculum or training. The District will provide time and training for staff, as well as a timeline for full implementation prior to the implementation of new curriculum or programs.

Section 27.7. District Training Calendar --The Teaching and Learning Department will publish a training calendar prior to the first day of each quarter that includes all content meetings

and PRAD topics. For PRAD days in August the calendar will be published prior to the last day of school. With administrative approval prior to the training, staff can attend training and/or conferences specific to their job assignments in lieu of PRAD days. Prior to the end of the school year the District will conduct a staff survey on the training opportunities provided and publish the results of the survey to the staff.

Section 27.8. NBCT and Pro-Teach Cohort Support -- If release time and technology are provided to support NBCT or ProTeach requirements, such support shall be equally available to all participating staff.

## ARTICLE 28 -- EXTRA PAY FOR EXTRA WORK

The District acknowledges that extra-curricular activities are generally valuable to the student. The District, therefore, approves the concept of extra-curricular activities.

Section 28.1. Faculty supervision for extra-curricular activities is not considered as part of the regular teaching contract. Those who supervise will be paid a supplemental amount in accordance with the adopted extra pay schedule.

Section 28.2. Where possible, extra-curricular activities should be held outside the regular school day.

Section 28.3. Extra pay is authorized when the job responsibility and assignment require:

- (A) Service beyond the regular school year, and/or
- (B) Service on a regular basis during the evening, or Saturdays on which public performance are involved, and/or
- (C) An administrative responsibility which requires the teacher to spend three or more days a week at school at least one hour in excess of the normal hours required of a teacher.

## ARTICLE 29 -- EXTENDED CONTRACTS

All certificated personnel placed on an extended work year will be paid on existing salary schedules as follows:

Section 29.1. All extra pay during the school year will be paid in accordance with the "Extra Pay Schedule." (See Appendix C, D and E.)

Section 29.2. Extended contract teachers will be paid on their appropriate placement on the Hourly Pay Schedule. (See Appendix B.) Summer school teachers will be paid at their per diem rate of pay.

Section 29.3. Secondary counselors who work beyond the contracted year shall be paid a per diem (1/180 of the base contract of the individual) beyond the 180-day contract.

Secondary counselors shall work a minimum of a 185-day contract with five (5) days at the per diem rate. Any days contracted for beyond the 185 days shall be based upon a determination of the need by the District.

Section 29.4. Librarians who work beyond the 180-day contract, at the direction of the district, shall be paid on an extended contract at the hourly rate.

Section 29.5. Special education staff who work beyond the 180-day contract, at the direction of the district, shall be paid at their per diem rate.

## ARTICLE 30 -- SUPPLEMENTAL CONTRACTS

Section 30.1. The District shall issue a supplemental contract to those employees who are selected to direct extra-curricular activities or render other services not covered by the basic or extended contracts. Supplemental contracts shall be issued, when assignments are known, in order to facilitate payment by the end of the September pay period for those employees performing work on their supplemental contracts during the month of September. The remaining supplemental contracts shall be paid by the end of the October pay period or as soon thereafter as the position is known to be filled. An employee may resign from a paid supplemental assignment by giving written notice to the immediate supervisor at least six (6) weeks prior to the beginning of the activity.

Employees with supplemental contracts shall have the option of salary payments in equal installments with their monthly checks or in a lump sum payment after the completion of said supplemental contracts. Such a lump sum payment will be paid on the next pay warrant after completion of the supplemental contract, provided the employee submits

the signed supplemental contract to the Human Resources Department consistent with the published payroll cut-off dates.

Section 30.2. Summer school positions will be posted for a minimum of 10 calendar days. The postings will specify minimum requirements for certification, training and experience. Summer school positions do not automatically continue from year to year. Summer school positions will be dependent upon minimum enrollment.

Current bargaining unit members who meet the qualifications detailed in the job posting will have preference for summer school positions, provided they receive positive recommendations/endorsement from their current supervisor and, if applicable, prior summer school supervisors.

More information on the summer school hiring process can be obtained from the Human Resource website.

## ARTICLE 31 -- CLASSROOM COVERAGE

A regular certificated employee will not be asked to substitute for another employee except in an emergency or when reasonable efforts to secure a substitute are unsuccessful. If any employee under contract is required by the District to substitute for another employee, said certificated employee shall be compensated for the loss of planning at the rate of \$50 per hour. If this loss of planning is under one hour, it will be rounded up to the nearest twenty-minute increment (10-20 minutes = \$16.67, 21-40 minutes = \$33.34, 41-60 minutes = \$50.00.)

A process will be developed and published at the building level to provide volunteers for class coverage. In the event volunteers are not available, mandatory class coverage will be assigned on an equitable basis based on the needs of the building.

At the elementary level, a good faith effort will be made to balance competing interests in a manner that is most consistent with promoting student learning. In general, this means principals should avoid canceling a class or service to cover another teacher's classroom unless other less impactful options are unavailable.

If teaching specialists (Title I, LAP, Learning Specialist) are asked to cover classes during their planning time, the coverage provided will be with the least impact to students and teachers and they will be compensated at the same rate as listed above.

If students from an uncovered classroom are distributed to two or more employees, the substitute pay will be divided equally among the employees sharing the load.

Teachers who deal with emergency student behavior issues during their planning period shall be compensated for their missed planning time with administrative approval.

Substitute teachers who are subbing in the same classroom for more than twenty (20) consecutive days and who are asked to cover a class during their planning time shall be paid at the same rate for covering classes as regular certificated employees.

## ARTICLE 32 -- SALARY ADJUSTMENT RIDER

In the event extra funds are received by the District for the specific purpose of increasing certificated employees' salaries during the period of such employee's individual service contract, the District or the Association may open the agreement for the sole purpose of conducting negotiations relative to these funds. In the event of satisfactory settlement, individual certificated employee's contracts shall be considered amended pursuant to the terms of the settlement. "Extra" funds referred to herein do not include monies normally anticipated in school or salary funding, categorically funded projects or government grants.

## ARTICLE 33 -- SALARY DEDUCTIONS AND PAYMENTS

Section 33.1. Salary Deductions for Absences. In case of absence, except where pay is specifically authorized and provided for in this Agreement, the salary deduction shall be one full day's pay (in accord with the contracted days of employment).

Section 33.2. Payment of Salary Warrant. Payment of salary warrants shall be on the last teaching day of each month, except that payments during the summer months and December shall be on the last working day in the calendar month.

All staff are required to have automatic deposit. There shall be no limit on the number of times an employee may change direct deposit recipients. The District shall be responsible for the accurate and timely transfer of deposits to the employee's financial institution.

Section 33.3. Early Payout. Upon application, certificated employees retiring from the teaching profession shall receive the balance of their salary payments on the June payday during the year in which they leave the District. The District shall deduct from said payment the Association dues that are owed by the employee and forward them to the Association in the prescribed manner.

The District shall also continue to deduct insurance and pension contributions due for the

months of June, July, and August and shall make its normal contributions for those months in the normal manner.

The District may elect to pay off any other employee at the time he/she leaves the District or on the June payday during the year in which he/she leaves. The District shall deduct the Association dues, if any, and any legally required deductions. Dues shall be remitted to the Association.

Section 33.4. Other Deductions. The District shall, upon receipt of authorization from a certificated employee, deduct from said employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, salary insurance, the School Employees Credit Union of Washington, and Rainier Pacific, all as mutually approved by the Association and the District, and other programs as approved by the District.

## ARTICLE 34 -- TRAVEL AND REIMBURSEMENT

Section 34.1. All travel requests shall be forwarded through the employee's immediate supervisor to the K-12 administrator to obtain approval and authorization prior to the trip.

Section 34.2. Reimbursement for approved use of a private vehicle is to be at the internal revenue standard mileage rate. Reimbursement for in-district travel is restricted to employees who are required by their assignments to visit more than one school district facility on a regular daily basis.

Section 34.3. When on approved LOCAL and EXTENDED travel, employees are eligible for reimbursement as follows:

- (A) Meals will be reimbursed consistent with District policy.
- (B) Actual cost of motel and/or hotel at the single room rate, or one-half the cost of the double room rate when arrangements are made for double occupancy with another District employee. Commercial rates are to be requested for all trips, if available.
- (C) For costs of approved air transportation, tourist class. Direct billing of transportation costs is approved.
- (D) Actual cost of registration fees.

Section 34.4. Reimbursement may also be authorized for in-district travel under certain circumstances.

- (A) When the travel is undertaken to participate in an approved event that lasts more than 24 hours, such as an in-service meeting or conference.

(B) When there is an unusual fee associated with a one-day conference.

Section 34.5. Employees desiring reimbursement for in-district travel will follow the District's procedures relative thereto. Per diem is not authorized.

Section 34.6. Direct billing and/or advance payment for travel expenses. Direct billing and/or advance payment of travel, lodging, and subsistence costs may be authorized, provided that advance approval of overnight travel has been approved by the District

#### PART IV -- CERTIFICATED EMPLOYEE BENEFITS

#### ARTICLE 35 -- HEALTH AND SALARY INSURANCE CONTRIBUTIONS

Section 35.1. The District will contribute the state health care allocation and up to \$80 of the Health Care Authority remittance per month for each full time bargaining unit member for group dental insurance, vision insurance, and then to health insurance. Staff working less than 1.0 FTE will receive a pro rata share of the above.

Section 35.2. Insurance Pool. Any amount of an employee's insurance allocation that is not used by the individual employee shall be allocated to an insurance pool. Beginning with the end of the monthly paycheck in November, the District shall estimate the anticipated amount the insurance pool will generate. One hundred percent (100%) of the estimated amount shall be allocated to employees whose individual allocation was not sufficient to pay his/her full insurance package requested under Paragraph 36.1. The amount shall be allocated equally to each FTE employee up to the cost of his/her insurance program and shall be divided among employees working less than a full time equivalent based upon their percentage of employment. The District reserves the right to recalculate the allocation of the insurance pool contributions throughout the year to avoid exceeding the maximum amounts allocated and appropriated by the State for the District insurance benefits payable to employees.

Section 35.3. If the District's maintenance and operations levy does not pass, the requirement that the District pay the additional Health Care Authority remittance each month as described above shall be null and void for the following school year and thereafter, provided (a) the District and the Association meet and consult regarding continuance of this provision and (b) if agreement is not reached by the parties in a timely manner, the District shall have no obligation to continue the provision.

Section 35.4. VEBA. The Association annually may conduct a vote of affected employees to determine whether or not sick leave cash out of those employees may be put into a VEBA

account for post-retirement health care. If the affected employees so vote by simple majority, all of them must participate in the VEBA program.

Section 35.5. SECTION 125 PLAN.

The District will implement and maintain an IRS Section 125 Plan.

Section 35.6. Conformity with State Law. The District and Association agree to comply with state laws relating to school district employee benefits. Beginning September 1, 2013, the additional provisions in this subsection 35.6 shall apply in order to implement state health care reform laws, ESSB 5940 and RCW 28A.400.275. In the event that ESSB 5940 is amended or repealed, this subsection may be reopened by either party to determine which of its provisions, if any, should be continued. In addition, in order to comply with RCW 28A.400.275, the term of the employee benefits of this Agreement shall be considered to be one (1) year; however, to the extent this Agreement has a longer duration, these provisions shall remain in full force and effect for the full duration of this Agreement unless a subsequent change in state law requires changes during the term of this Agreement.

It is understood that the District has made changes to benefits offerings to comply with ESSB 5940 and may continue to make such changes as required in response to this legislation and/or the Affordable Care Act.

To ensure employees selecting richer benefit plans pay the higher premium and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be \$1 for employees who select the medical plan with the lowest single-person premium and shall increase by one (1) dollar for each medical plan based on the cost of the single-person premium, up to a maximum of \$5. These minimum monthly charges shall be placed in the insurance pool.

Section 35.7 Eligibility. The District will extend medical coverage to eligible domestic partners (and their eligible children) who sign a Declaration of Domestic Partnership Affidavit.

When both husband and wife or registered domestic partners are employed by the District, their individual entitlement to insurance premium contributions from the District, after required deductions for group insurances, may be combined and applied toward the premium of a single approval family medical insurance plan rather than to separate plans carried by each employee. Such employees shall only be subject to one (1) minimum charge under Section 35.6.

Section 35.8. The District will establish a healthcare committee and the Association shall have a member on the committee. The Committee shall have input into choices in health care options prior to their adoption by the District.

## ARTICLE 36 -- LIABILITY INSURANCE -- CERTIFICATED EMPLOYEE PROTECTION

Section 36.1. The District shall hold certificated employees harmless and defend them from any financial loss, including reasonable attorney fees, for actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act, or failure to act, by such certificated employee, on or off school property, provided such certificated employee, at the time of the act or omission complained of, was acting in a reasonable and prudent manner within the scope of his/her employment or under the direction of the District.

Section 36.2. The District shall provide liability insurance for each certificated employee in the amount of \$1,000,000. This coverage shall be afforded in excess of any and all coverages that the employee may have at the time of the loss. The coverage is intended to cover the employee during school duties, while on school premises and at school-sponsored activities. There is no coverage if the claimant is involved in other than a school function. The District cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.

Section 36.3. Any case of assault, arising out of an employment-related situation, upon a certificated employee shall be promptly reported to the District. The District shall render legal assistance to the certificated employee in connection with handling of the incident by law enforcement and judicial authorities.

Section 36.4. The District shall reimburse a certificated employee for loss or damage of personal property while such employee is engaged in the maintenance of order or discipline and the protection of school personnel, students and the property thereof. The limit of the liability shall be \$2500 per employee for each claim.

When the District requests or gives prior approval for certificated employees to use personal property in a school-related situation, the District shall provide insurance to protect the property from loss or damage. The limits of the protection shall be the same as specified in Section 36.4 herein above.

Acts of damage that are clearly recognizable as vandalism while a teacher's vehicle is in the school setting and while the teacher is acting within the scope of his/her assigned employment obligations to the District shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of \$500.

## ARTICLE 37 -- TAX-SHELTERED ANNUITY

The District has established various tax-sheltered annuity and savings programs whereby District-approved individual retirement annuities and group annuity benefits may be purchased by those who elect to participate in the programs. All amounts applied by the District toward the purchase of such annuity contracts and benefits shall be excludable from gross income of the participating employees in accordance with existing law. Such election and the amount to be deducted may be requested by an employee at any time during the year.

## ARTICLE 38 -- GENERAL LEAVE OF ABSENCE

Requests for leaves of absence without pay may be granted by the District under the following conditions:

- (A) Leaves may be granted for up to one year. If requested by the employee, the District may grant additional leave beyond one year.
- (B) An employee who returns from an approved leave pursuant to the terms of the approved leave shall be placed in the same position or similar position for which he/she has proper training and experience.
- (C) Each leave request shall be considered on its own merit and circumstances as well as the needs of the District. The granting of any such leave shall not serve as a precedent for any other leave request.
- (D) Employees shall receive full credit on the salary schedule for overseas teaching and other professional education experience that meets the requirements as defined by law. It is the employee's responsibility to provide appropriate documentation necessary to support salary placement credit.
- (E) Employees granted leave shall retain accumulated sick leave and personal leave.

Each employee on leave of absence shall notify the District in writing by March 15 of his/her intent to return to the District.

## ARTICLE 39 – ILLNESS, INJURY AND EMERGENCY LEAVE

Section 39.1. Every employee under contract for a full school year in a position requiring certification shall be entitled to twelve (12) days sick leave for personal illness, and/or injury or illness. Consistent with state law, an employee may also use his/her sick leave to care for: (a) his/her child with a health condition that requires treatment or supervision; or (b) his/her spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition. In addition, emergency leave is available pursuant to Section 39.10 due to the serious illness of other members of the

immediate family. Sick leave not taken shall accumulate up to the maximum number of days employees are allowed to cash out upon separation of employment under state law.

An employee may use a maximum of ten (10) days of sick leave following the birth or adoption of the employee's child to care for the mother and/or child. Additional sick leave may be used in accordance with the above paragraph.

An employee, under contract as a part-time employee, shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the total number of days contracted bears to the number of days in the certificated employee basic work year. Pay for any period of absence shall be the same as would have been received by contract for such period of absence. All sick leave must be taken in units of half or full days.

Section 39.2. The contracted illness and injury leave for any school year plus any sick leave previously accumulated may be taken at any time during the school year in accordance with the terms of this Article.

Section 39.3. An employee claiming benefits for more than five (5) consecutive days must have a doctor's certification of illness or injury after the fifth day.

Section 39.4. If the employee should neglect canceling his/her absence and both he/she and a substitute report for work, the employee will have deducted from his/her sick leave an amount equivalent to one-half of the substitute's pay for the day.

Section 39.5. Sick leave paid as sick pay due to illness and/or injury for any period extending beyond six (6) calendar months, beginning on or after January 1, 1982, will be excluded from social security "wages" and taxes.

Section 39.6. Previous Employment -- Sick Leave: The District shall grant unused sick leave credit to certificated employees who were previously employed by the District within seven (7) previous years and who left with unused sick leave showing on the District records.

The amount of sick leave to be credited will include only sick leave earned in the Franklin Pierce School District or in another Washington State school district.

Section 39.7. Certificated employees covered by Worker's Compensation and State Industrial Insurance shall, upon loss of time due to a job-related injury or illness, have the option to be paid their regular sick leave or receive compensation from the State Department of

Labor and Industries (L&I) or combine L&I with sick leave to equal full compensation with no loss of pay. Determination of illness or injury shall be made by the Washington State Department of Labor and Industries.

#### Section 39.8. Sick Leave Cash-Out

- (A) Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he/she may cash-out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.
- (B) At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury, up to a maximum of 180 days of accumulated leave.

Payment of such compensation shall be made by the district, provided that:

- (1) Retiring employees have made written request to the Payroll Office to convert their excess sick leave to monetary compensation and have provided the Payroll Office with evidence from the Department of Retirement Systems that the employee is eligible to receive benefits under either the Washington State Teachers Retirement System (WSTRS) or the Public Employees Retirement System (PERS), or
- (2) The executor or administrator of the estate of a deceased employee has made a written request to the Payroll Office with a copy of the death certificate.

#### Section 39.9. Leave Sharing. Procedures for leave sharing will be implemented according to District policy and regulation as included in Appendix J.

#### Section 39.10. Employees shall be allowed to use a maximum of five (5) days of sick leave per year for an emergency. An emergency is defined as an unforeseen and suddenly precipitated occurrence of a serious nature beyond the control of the employee which threatens the well-being or the property of the employee, or for the serious illness of a member of the immediate family. The emergency must be of such a nature that preplanning is not possible or could not relieve the necessity for the employee's absence. Auto trouble or weather-related difficulties getting to work shall not be considered an emergency except in case of an accident.

## ARTICLE 40 -- FAMILY AND MEDICAL LEAVE

The District agrees to comply with the terms of all federal and state laws entitling certain employees to unpaid and/or paid family and medical leave including the federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Family Leave law. The District will provide copies of the law to employees as requested. Any unused sick leave must be used in conjunction with leave through the Family Medical Leave Act. An employee must have been employed by the District for at least one year in order to be eligible for FMLA.

### Washington State Paid Family and Medical Leave (PFML)

Commencing on January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. For as long as this program is in effect, the District will pay that portion of the payroll deduction for the premium that it is required to cover by statute. Eligibility criteria for this program are determined by the state (current employees are eligible if they work 820 hours per year). Information on this program is available through the Human Resources office or at the state Employment Security Department's website.

## ARTICLE 41 -- PARENTAL/ADOPTIVE LEAVE

Eligible employees may utilize applicable Family and Medical Leave to care for their newborn or newly adopted child in accordance with Article 41. All the provisions of the Family and Medical Leave Act shall be extended to employees with work assignments of seven and one half (7.5) or more hours per day and at least 180 days per year who meet all other FMLA eligibility requirements.

Section 41.1. Pregnancy Disability Leave. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, are, for all job-related purposes, temporary disabilities and as such qualify an employee to benefits available under the District's sick leave policy. Written and unwritten employment policies and practices involving matters such as the availability of extension of leave time, the accrual of benefits and privileges, such as seniority, retirement, pension rights and other service credits and benefits, and payment under any health or temporary disability due to pregnancy or childbirth shall be applied on the same terms and conditions as they are applied to other temporary disabilities.

A pregnancy disability leave of absence shall be granted to a female certificated employee upon her request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. Pregnancy disability leave

shall be a leave with compensation during the temporary disability within the limitations of the sick leave proviso, Article 40, herein.

The certificated employee who becomes pregnant shall notify her immediate supervisor and the Superintendent or designated representative of the condition as soon as possible. At that time, she shall indicate in writing to her immediate supervisor and the Director of Human Resources whether she plans to:

- (1) Take pregnancy disability leave only for time of temporary disability.
- (2) Request a general leave in accordance with Article 39 herein to care for the child. If an employee is eligible for FMLA leave and has leave remaining, the general leave would include any leave available under the FMLA.
- (3) Request a combination of 1 and 2, or
- (4) Take FMLA leave for a period of up to twelve (12) weeks following the period of pregnancy disability, if eligible, as per Article 41. The District will extend the employee's health benefits during this period of unpaid FMLA leave.
- (5) Terminate her employment.

The pregnancy disability leave shall begin at a time determined suitable by the certificated employee and as verified in writing by her personal physician or licensed health care provider, after consultation with her immediate supervisor and the Human Resources Department. The official date of leave shall not begin until the school day following the day she leaves the job. Pregnancy Disability Leave, including time taken as FMLA leave and/or general leave to care for a newborn child shall not exceed one (1) year.

Assignment upon return from the pregnancy disability leave shall be guaranteed and shall be into the certificated employee's former position. She shall retain all rights, seniority and benefits commonly afforded certificated employees on leave, including those under the Continuing Contract Law.

Before returning in her contracted duties, the certificated employee's personal physician or licensed health care provider shall certify that the certificated employee is in good health and ready to resume her contracted duties. After receiving certification to return to work from her personal physician or licensed health care provider, the certificated employee shall return to her contracted duties at a time which she and the Director of Human Resources deem appropriate.

Section 41.2. Leave Without Pay. A certificated employee who becomes a parent shall be granted, upon request, a parental leave without pay of up to one year. An employee returning from this leave shall be placed in a position substantially equivalent to that last held.

Upon request of the employee, the District may extend a parental leave an additional year as provided in Article 39.

Unpaid leave taken under this section shall be exclusive of any disability leave taken under Section 41.1 of this Article.

The certificated employee taking leave under this section shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job and as long as her physician concurs. To be entitled to parental leave under this section, the employee shall inform the District in advance of his/her intention to take leave and the approximate time he/she expects to return to work.

## ARTICLE 42 -- JURY DUTY, WITNESSES IN COURT

Section 42.1. Employees required to lose work while serving on jury duty shall be paid their regular salary. Employees may retain daily juror stipends that are defined by state law as "reimbursement," provided, if jurors ever receive any salary or compensation for jury service, or if the state auditor subsequently determines that jury stipends must be repaid, the District shall have the right to collect them.

Section 42.2. Employees subpoenaed to appear as witnesses shall receive their regular salary while appearing in court. The subpoenaed employee shall obtain any fee(s) to which he/she may be entitled and from such fee(s) reimburse the District an amount not to exceed his/her salary for the time he/she was absent from his/her District duties due to his/her appearance in court.

## ARTICLE 43 -- MILITARY SERVICE

Section 43.1. Military Leave Without Pay. Certificated employees who are called away from their school district employment at the specific direction of the State or Federal government for full-time active duty, shall be granted step increment credit on a year-for-year basis up to a maximum of two (2) steps.

Section 43.2. Annual Active Duty Training Leave with Pay. As provided in RCW 38.40.60, members of the National Guard and U.S. military reservists may be released from their District duties for up to twenty-one (21) days during each calendar year for the purpose of annual active duty training. Official notice and/or copies of orders must be on file in the

District Human Resources office two (2) weeks before such leave is taken, except in case of emergency.

#### ARTICLE 44 -- PERSONAL LEAVE

- (A) Two (2) days of personal leave shall be granted at the discretion of the employee to take care of personal matters which cannot be taken care of outside the workday. Unused personal leave may be accumulated up to a maximum of four (4) days provided, that advance permission is required before using personal leave of more than two (2) days at a time. Only one (1) day of personal leave will be granted for each employee after May 1st. The employee shall provide one (1) day's advance notice prior to taking personal leave. Personal leave will not be used to extend a holiday or vacation unless written approval is provided by Human Resources and at least three (3) weeks advance notice is given by the employee.

Employees may cash-out two unused personal leave days per year after June 1 and receive his/her per diem rate of pay. \*

Personal leave days may only be cashed out as full days, not as half days.

A request for cash-out must be made by the end of the school year. Forms will be available through the payroll office after June 1st.

\*Employees may not cash out personal leave days during their last two years of employment prior to retirement.

- (B) Up to four (4) additional days may be granted for approved reasons with the employee paying the cost of the substitute. A leave form must be submitted and, when possible, advance approval from Human Resources is required. Such personal leaves may be approved for:
- (1) Emergencies such as serious illness in the family or death of a family member or close friend.
  - (2) Illness or injury when the employee's sick leave is exhausted.
  - (3) Litigation requiring court attendance or when subpoenaed or officially requested to appear by a governmental agency.
  - (4) For purposes designed to improve the performance of a certificated employee such as an education conference or institute when the request is initiated by the certificated employee.
  - (5) When hardships, such as inclement weather, prevent a certificated employee from reaching work.

- (C) At its option, the District may grant other personal leaves without precedent, for reasons it feels are justifiable, with the employee paying the cost of the substitute.

#### ARTICLE 45 -- EXPECTED TERMINAL ILLNESS OR BEREAVEMENT

Each certificated employee shall be eligible for leave(s) with no loss of pay or benefits and exclusive of accumulated sick leave. Such leave shall be granted upon request of the certificated employee, for the following bereavement purposes.

Up to five (5) days of paid bereavement leave when occasioned by the expected terminal illness or death of a relative or close personal friend.

This leave shall be used only once per year for each family member as specified herein above. Except as provided elsewhere in this Agreement, other leave shall not be used for the purpose specified in this Article. Leave days provided by this Article are not cumulative.

#### ARTICLE 46 -- POLITICAL LEAVE

Employees of the Franklin Pierce School District may be granted political leave for State or Federal office in accordance with the following provisions:

- (A) The employee must submit a request for a leave of absence to the Human Resources Office not later than one (1) week after he/she has filed for the office.
- (B) If a satisfactory replacement is available, an employee may be granted up to four (4) weeks of continuous leave, without pay, to campaign for the position.

Whether or not the employee is elected to the office, he/she shall return to his/her previous position or to a mutually agreed-upon assignment. If elected to the office, the employee shall continue in such school position until such time that his/her elected term of office necessitates leaving his/her assignment.

- (C) The Board of Directors may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year for regular and extraordinary sessions. In the event that the term of office is for a period of more than one (1) year, the elected official shall submit annually a request for an extension of the leave in order to fulfill the elected term of office.
- (D) At the conclusion of the political leave the employee shall return to his/her position of last assignment. If reassignment is necessary, a conference shall be held in order to find an assignment that is mutually agreeable.
- (E) In the event that an elected official's duties require his/her absence from normal school duties, such temporary absences shall be granted.
- (F) The political aspirant shall not use school equipment or material to support his/her campaign, nor shall the services of students be used during school hours.

## PART V -- STATUS OF THE AGREEMENT

### ARTICLE 47 -- STATUS OF THE AGREEMENT

Section 47.1. Reopener. This Agreement, during the term of the Agreement, may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the District and the Association.

Such alterations, changes, additions, deletions, and/or modifications shall be then subject to ratification and execution in the same manner as this Agreement, at the request of either party.

Section 47.2. Supersedure. This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be specifically contrary to its expressed terms.

Section 47.3. Savings Clause. If any provision of this Agreement should be held invalid by operation of law by a tribunal of competent jurisdiction, said provision shall be null and void and all other provisions shall continue in full force and effect.

If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision within thirty (30) days, unless it is mutually agreed to delay.

Section 47.4. Compliance. During the life of this Agreement, individual certificated employee contracts shall not be in violation of this Agreement. If an individual certificated employee contract specifies any provision which violates the Agreement, the Agreement shall control.

This clause shall neither inhibit the issuance of nor nullify an individual employee contract.

Section 47.5. Appendices. Appendices are an integral part of this Agreement and by this reference are incorporated herein.

### ARTICLE 48 -- DUPLICATION AND DISTRIBUTION

Section 48.1. As soon as is reasonable following ratification and execution of this Agreement, the District shall provide one hundred (100) copies for the District and the Association.

The Association shall be responsible for distribution of the Agreement to members of the bargaining unit.

Section 48.2. Preparation Cost. The District will type the Agreement and, after proofreading by the District and the Association, the District will print the Agreement. Printing costs will be shared equally between the District and the Association.

Section 48.3. The contract will be made available online.

## ARTICLE 49 -- DURATION

Section 49.1. This Agreement shall become effective upon ratification first by the Association and then by the District, and thereafter executed by authorized representatives thereof.

Section 49.2. This agreement shall be in full force and effect from September 1, 2016, to August 31, 2020. It is the intent of the parties to be able to amend, modify or add to this agreement at any time during the term of this agreement. Therefore, either party to the agreement may request negotiations with respect to any provision of this agreement or to include a provision(s) that is not currently contained herein by giving written notice to the other party. The notice shall describe the provision(s) or other subject matter to be negotiated and the reasons(s) for the request.

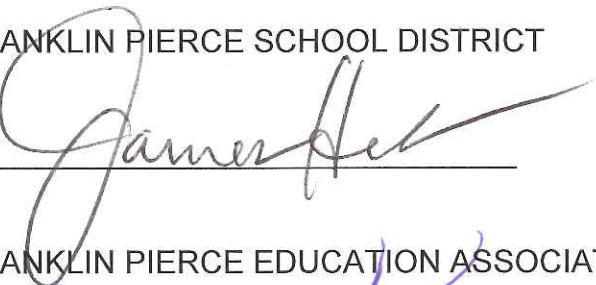
Negotiations shall commence on a mutually agreeable date.

Any modification mutually agreed to in writing by the parties shall be incorporated into the agreement upon ratification by both parties unless another effective date is specified.

Section 49.3. If, during the term of this agreement, actions of the State or Federal government, the implementation of new laws, or levy failure impact the terms of this agreement, either party may, in accordance with the provisions of Section 49.2, open the agreement for bargaining on the impact(s).

FRANKLIN PIERCE SCHOOL DISTRICT

BY

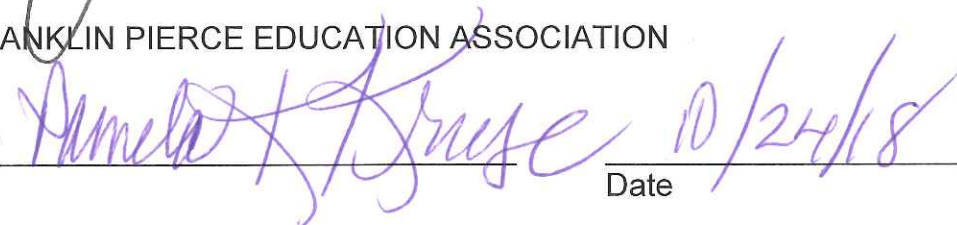


Date

29 OCT 18

FRANKLIN PIERCE EDUCATION ASSOCIATION

BY



Date

10/24/18

## **GLOSSARY**

AAA	American Arbitration Association
AFJROTC:	Air Force Junior Reserve Officer Training Corps
BBPST	Building Based Problem Solving Team
ESD	Educational Service District
ELL	English Language Learners
ESA	Educational Service Associates
FMCS	Federal Mediation and Conciliation Service
IAP	Individual Assistance Plan
IEP	Individualized Educational Plan
IC	Instructional Coach
L&I	Washington State Department of Labor and Industries
LID	Learning Improvement Day
PERC	Public Employment Relations Commission
PLC	Professional Learning Community
PRAD	Professional Responsibility and Development
TOSA	Teacher on Special Assignment
TRI	Time, Responsibility and Incentive
VEBA	Voluntary Employee Beneficiary Association

# Appendix A – 2018-2019

**FRANKLIN PIERCE SCHOOLS 2018-19 FPEA SALARY SCHEDULE (2017-18 base + TRI + 8.5%, 6 PRAD @ PER DIEM)**

STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>BA</b>																	
Base Salary (180 days)	\$52,268	\$53,816	\$54,324	\$54,848	\$55,361	\$55,892	\$56,436	\$57,395	\$60,944								
PRAD Days (6 Days)	\$1,742	\$1,794	\$1,811	\$1,828	\$1,845	\$1,863	\$1,881	\$1,913	\$2,031								
Total	\$54,010	\$55,610	\$56,135	\$56,676	\$57,206	\$57,755	\$58,317	\$59,309	\$62,976								
<b>BA + 15</b>																	
Base Salary (180 days)	\$53,338	\$54,901	\$55,420	\$55,953	\$56,515	\$57,051	\$57,571	\$58,547	\$62,160	\$63,676							
PRAD Days (6 Days)	\$1,778	\$1,830	\$1,847	\$1,865	\$1,884	\$1,902	\$1,919	\$1,952	\$2,072	\$2,123							
Total	\$55,115	\$56,731	\$57,267	\$57,819	\$58,399	\$58,953	\$59,490	\$60,498	\$64,232	\$65,799							
<b>BA + 30</b>																	
Base Salary (180 days)	\$54,446	\$56,024	\$56,555	\$57,100	\$57,670	\$58,217	\$58,777	\$59,767	\$63,410	\$64,989	\$66,588						
PRAD Days (6 Days)	\$1,815	\$1,867	\$1,885	\$1,903	\$1,922	\$1,941	\$1,959	\$1,992	\$2,114	\$2,166	\$2,220						
Total	\$56,261	\$57,891	\$58,440	\$59,004	\$59,592	\$60,157	\$60,736	\$61,759	\$65,523	\$67,156	\$68,807						
<b>BA + 45</b>																	
Base Salary (180 days)	\$55,559	\$57,184	\$57,803	\$58,390	\$59,003	\$59,625	\$60,255	\$61,326	\$65,097	\$66,737	\$68,462	\$70,237	\$71,956				
PRAD Days (6 Days)	\$1,852	\$1,906	\$1,927	\$1,946	\$1,967	\$1,988	\$2,009	\$2,044	\$2,170	\$2,225	\$2,282	\$2,341	\$2,399				
Total	\$57,410	\$59,090	\$59,730	\$60,337	\$60,970	\$61,613	\$62,264	\$63,371	\$67,267	\$68,962	\$70,744	\$72,579	\$74,355				
<b>BA + 90</b>																	
Base Salary (180 days)	\$59,124	\$60,787	\$61,397	\$61,976	\$62,611	\$63,219	\$63,832	\$64,956	\$68,776	\$70,502	\$72,277	\$74,135	\$76,043	\$77,998	\$79,962	\$81,632	\$85,561
PRAD Days (6 Days)	\$1,971	\$2,026	\$2,047	\$2,066	\$2,087	\$2,107	\$2,128	\$2,165	\$2,293	\$2,350	\$2,409	\$2,471	\$2,535	\$2,600	\$2,665	\$2,721	\$2,852
Total	\$61,095	\$62,813	\$63,443	\$64,042	\$64,698	\$65,326	\$65,959	\$67,121	\$71,069	\$72,852	\$74,687	\$76,606	\$78,578	\$80,598	\$82,628	\$84,353	\$92,413
<b>BA+135</b>	<b>Placement on this education step is not allowed after December 31, 1991</b>																
Base Salary (180 days)	\$61,421	\$63,071	\$63,705	\$64,339	\$64,992	\$65,648	\$66,273	\$67,465	\$71,377	\$73,192	\$75,057	\$76,971	\$78,963	\$81,005	\$83,124	\$84,875	\$88,868
PRAD Days (6 Days)	\$2,047	\$2,102	\$2,123	\$2,145	\$2,166	\$2,188	\$2,209	\$2,249	\$2,379	\$2,440	\$2,502	\$2,566	\$2,632	\$2,700	\$2,771	\$2,829	\$2,962
Total	\$63,468	\$65,173	\$65,828	\$66,484	\$67,158	\$67,836	\$68,482	\$69,714	\$73,756	\$75,632	\$77,559	\$79,537	\$81,595	\$83,705	\$85,895	\$87,704	\$95,830
<b>MA</b>																	
Base Salary (180 days)	\$60,149	\$61,692	\$62,224	\$62,728	\$63,257	\$63,794	\$64,344	\$65,375	\$69,144	\$70,783	\$72,509	\$74,285	\$76,130	\$78,040	\$80,006	\$81,674	\$85,604
PRAD Days (6 Days)	\$2,005	\$2,056	\$2,074	\$2,091	\$2,109	\$2,126	\$2,145	\$2,179	\$2,305	\$2,359	\$2,417	\$2,476	\$2,538	\$2,601	\$2,667	\$2,722	\$2,853
Total	\$62,154	\$63,748	\$64,298	\$64,819	\$65,365	\$65,920	\$66,489	\$67,554	\$71,449	\$73,143	\$74,926	\$76,761	\$78,668	\$80,641	\$82,673	\$84,397	\$92,458
<b>MA + 45</b>																	
Base Salary (180 days)	\$63,716	\$65,295	\$65,816	\$66,311	\$66,863	\$67,388	\$67,921	\$69,003	\$72,823	\$74,549	\$76,325	\$78,183	\$80,090	\$82,046	\$84,138	\$85,915	\$89,929
PRAD Days (6 Days)	\$2,124	\$2,177	\$2,194	\$2,210	\$2,229	\$2,246	\$2,264	\$2,300	\$2,427	\$2,485	\$2,544	\$2,606	\$2,670	\$2,735	\$2,805	\$2,864	\$2,998
Total	\$65,839	\$67,472	\$68,010	\$68,521	\$69,092	\$69,635	\$70,185	\$71,303	\$75,250	\$77,034	\$78,870	\$80,789	\$82,760	\$84,780	\$86,943	\$88,778	\$96,927
<b>MA + 90</b>																	
Base Salary (180 days)	\$66,015	\$67,578	\$68,125	\$68,676	\$69,246	\$69,816	\$70,361	\$71,513	\$75,424	\$77,240	\$79,103	\$81,017	\$83,011	\$85,052	\$87,171	\$89,026	\$93,104
PRAD Days (6 Days)	\$2,200	\$2,253	\$2,271	\$2,289	\$2,308	\$2,327	\$2,345	\$2,384	\$2,514	\$2,575	\$2,637	\$2,701	\$2,767	\$2,835	\$2,906	\$2,968	\$3,103
Total	\$68,215	\$69,831	\$70,396	\$70,965	\$71,554	\$72,144	\$72,707	\$73,897	\$77,938	\$79,815	\$81,740	\$83,718	\$85,778	\$87,887	\$90,077	\$91,994	\$100,207

**The \$4,000.00 Professional Learning Stipends are applied to those placed on Step 16 only**

# Appendix A – 2019-2020

**FRANKLIN PIERCE SCHOOLS 2019-20 FPEA SALARY SCHEDULE (2018-19 BASE + 3.5%, 6 PRAD @ PER DIEM)**

STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
<b>BA</b>																	
Base Salary (180 days)	\$54,097	\$55,700	\$56,225	\$56,768	\$57,299	\$57,848	\$58,412	\$59,404	\$63,078								
PRAD Days (6 Days)	1,803	1,857	1,874	1,892	1,910	1,928	1,947	1,980	2,103								
Total	\$55,900	\$57,556	\$58,099	\$58,660	\$59,209	\$59,776	\$60,359	\$61,384	\$65,180								
<b>BA + 15</b>																	
Base Salary (180 days)	\$55,204	\$56,823	\$57,359	\$57,912	\$58,494	\$59,048	\$59,586	\$60,596	\$64,335	\$65,905							
PRAD Days (6 Days)	\$1,840	\$1,894	\$1,912	\$1,930	\$1,950	\$1,968	\$1,986	\$2,020	\$2,145	\$2,197							
Total	\$57,044	\$58,717	\$59,271	\$59,842	\$60,443	\$61,017	\$61,572	\$62,616	\$66,480	\$68,102							
<b>BA + 30</b>																	
Base Salary (180 days)	\$56,352	\$57,985	\$58,534	\$59,099	\$59,688	\$60,254	\$60,834	\$61,859	\$65,629	\$67,264	\$68,918						
PRAD Days (6 Days)	\$1,878	\$1,933	\$1,951	\$1,970	\$1,990	\$2,008	\$2,028	\$2,062	\$2,188	\$2,242	\$2,297						
Total	\$58,230	\$59,918	\$60,485	\$61,069	\$61,678	\$62,263	\$62,862	\$63,921	\$67,817	\$69,506	\$71,215						
<b>BA + 45</b>																	
Base Salary (180 days)	\$57,503	\$59,185	\$59,826	\$60,434	\$61,069	\$61,712	\$62,364	\$63,473	\$67,375	\$69,073	\$70,859	\$72,696	\$74,475				
PRAD Days (6 Days)	\$1,917	\$1,973	\$1,994	\$2,014	\$2,036	\$2,057	\$2,079	\$2,116	\$2,246	\$2,302	\$2,362	\$2,423	\$2,482				
Total	\$59,420	\$61,158	\$61,821	\$62,448	\$63,104	\$63,769	\$64,443	\$65,589	\$69,621	\$71,376	\$73,221	\$75,119	\$76,957				
<b>BA + 90</b>																	\$4,000
Base Salary (180 days)	\$61,193	\$62,915	\$63,546	\$64,145	\$64,802	\$65,431	\$66,066	\$67,229	\$71,183	\$72,970	\$74,807	\$76,730	\$78,705	\$80,728	\$82,761	\$84,489	\$88,556
PRAD Days (6 Days)	\$2,040	\$2,097	\$2,118	\$2,138	\$2,160	\$2,181	\$2,202	\$2,241	\$2,373	\$2,432	\$2,494	\$2,558	\$2,623	\$2,691	\$2,759	\$2,816	\$2,952
Total	\$63,233	\$65,012	\$65,664	\$66,284	\$66,962	\$67,612	\$68,268	\$69,470	\$73,556	\$75,402	\$77,301	\$79,287	\$81,328	\$83,419	\$85,520	\$87,306	\$95,507
<b>BA+135</b>	Placement on this education step is not allowed after December 31, 1991																
Base Salary (180 days)	\$63,570	\$65,279	\$65,934	\$66,591	\$67,266	\$67,946	\$68,592	\$69,827	\$73,875	\$75,754	\$77,684	\$79,665	\$81,727	\$83,840	\$86,033	\$87,846	\$91,978
PRAD Days (6 Days)	\$2,119	\$2,176	\$2,198	\$2,220	\$2,242	\$2,265	\$2,286	\$2,328	\$2,462	\$2,525	\$2,589	\$2,655	\$2,724	\$2,795	\$2,868	\$2,928	\$3,066
Total	\$65,690	\$67,454	\$68,132	\$68,811	\$69,508	\$70,210	\$70,879	\$72,154	\$76,337	\$78,279	\$80,274	\$82,320	\$84,451	\$86,635	\$88,901	\$90,774	\$99,044
<b>MA</b>																	\$4,000
Base Salary (180 days)	\$62,254	\$63,851	\$64,401	\$64,924	\$65,471	\$66,026	\$66,596	\$67,663	\$71,564	\$73,261	\$75,047	\$76,884	\$78,795	\$80,771	\$82,806	\$84,533	\$88,600
PRAD Days (6 Days)	\$2,075	\$2,128	\$2,147	\$2,164	\$2,182	\$2,201	\$2,220	\$2,255	\$2,385	\$2,442	\$2,502	\$2,563	\$2,626	\$2,692	\$2,760	\$2,818	\$2,953
Total	\$64,330	\$65,980	\$66,548	\$67,088	\$67,653	\$68,227	\$68,816	\$69,918	\$73,949	\$75,703	\$77,549	\$79,447	\$81,421	\$83,463	\$85,566	\$87,351	\$95,554
<b>MA + 45</b>																	\$4,000
Base Salary (180 days)	\$65,946	\$67,581	\$68,120	\$68,632	\$69,203	\$69,747	\$70,298	\$71,418	\$75,372	\$77,158	\$78,997	\$80,919	\$82,894	\$84,917	\$87,083	\$88,922	\$93,077
PRAD Days (6 Days)	\$2,198	\$2,253	\$2,271	\$2,288	\$2,307	\$2,325	\$2,343	\$2,381	\$2,512	\$2,572	\$2,633	\$2,697	\$2,763	\$2,831	\$2,903	\$2,964	\$3,103
Total	\$68,144	\$69,833	\$70,390	\$70,919	\$71,510	\$72,072	\$72,642	\$73,798	\$77,884	\$79,730	\$81,630	\$83,617	\$85,657	\$87,748	\$89,986	\$91,886	\$100,179
<b>MA + 90</b>																	\$4,000
Base Salary (180 days)	\$68,325	\$69,943	\$70,509	\$71,080	\$71,669	\$72,260	\$72,824	\$74,016	\$78,064	\$79,943	\$81,872	\$83,853	\$85,917	\$88,029	\$90,222	\$92,142	\$96,362
PRAD Days (6 Days)	\$2,278	\$2,331	\$2,350	\$2,369	\$2,389	\$2,409	\$2,427	\$2,467	\$2,602	\$2,665	\$2,729	\$2,795	\$2,864	\$2,934	\$3,007	\$3,071	\$3,212
Total	\$70,603	\$72,275	\$72,860	\$73,449	\$74,058	\$74,669	\$75,251	\$76,484	\$80,666	\$82,608	\$84,601	\$86,648	\$88,780	\$90,963	\$93,229	\$95,214	\$103,575

The \$4,000.00 Professional Learning Stipends are applied to those placed on Step 16 only

## **APPENDIX B**

### **EXTRA PAY WORK SCHEDULE--HOURLY RATE**

The hourly rate for all but regular teaching and/or lump sum extra pay assignments is as follows:

2016-2017	\$32.00 per hour
2017-2018	\$32.74 per hour
2018-2019 (8.5% increase)	\$35.52 per hour
2019-2020 (3.5% increase)	\$36.77 per hour

The hourly rate shall be adjusted annually by the same percentage that the base salary is increased.

## APPENDIX C – 2018-2019 EXTRA WORK

### **GROUP I** \$ 5,113

High School Athletic Coordinator

\*Additional planning period provided

High School Band

High School Jazz Band

High School Vocal\*

\*Additional \$800 for Musical

High School ASB Advisor

High School Drama

\*Additional \$800 for Musical

High School Newspaper

High School Yearbook

### **GROUP II** \$ 2,556

High School Debate

High School Academic Coach

High School Knowledge Bowl

Middle School ASB Advisor

Middle School Band

Middle School Jazz Band

Middle School Vocal

Middle School Yearbook

### **GROUP III** \$ 1,461

Elementary Music (divided by 3)

Middle School Academic Coach

Middle School Musical Coordinator\*

Middle School/GATES Newspaper

GATES ASB

GATES Yearbook

\*If stipend is split, the responsibility is split proportionally.

In the event that one employee is assigned to work more than two stipend positions, the District and the Association will meet and agree upon a combined rate of pay which may be less than each separate stipend if the time and responsibilities are closely related or combined. The agreement shall be written in a memorandum of understanding for one year only and then revisited annually. The employee currently working three stipend positions with time and responsibilities closely related or combined is grandfathered and will not be required to meet with respect to the three stipend positions currently held.

If an employee holding a group I, II or III supplemental contract believes that the position should be moved to a different group, s/he may request that the position be reviewed. Requests for review will be addressed as follows:

1. Requests will be considered June of each year, beginning June of 2005.
2. To have a position reviewed, the employee will complete Appendix G and submit it to the Human Resources administrator no later than June 1.
2. The HR administrator will send a copy of the request and form to the Association President.
4. The HR administrator and Association President will coordinate the review and report back to the employee on the outcome.

All positions posted in-building before hiring. Internal in-building certificated candidates shall be guaranteed an interview.

## APPENDIX D –2018 - 2019 EXTRA WORK

<b>GROUP I</b>	<b><u>\$3,287</u></b>
----------------	-----------------------

High School Department Chairperson  
Navigation Coordinator  
Middle School Team Leader

<b>GROUP II</b>	<b><u>\$1,500</u></b>
-----------------	-----------------------

Navigation Grade Band Leaders  
Elementary Grade Level Facilitators K-5  
Elementary Building Navigation Coordinator

All positions posted in-building before hiring. Postings will include anticipated length of assignment. Internal in-building certificated candidates shall be guaranteed an interview.

\* If a stipend is split, the responsibility is split proportionally.

All amounts on Appendix D will be increased by the implicit price deflator (IPD) in 2019-20.

## **APPENDIX E EXTRA WORK**

### **STUDENT ACTIVITY STIPENDS**

Recognizing that there may be other activities of interest to students and that the interests may vary from building to building, activity stipends will be budgeted for each school as follows:

Elementary	Middle School	FPHS/WHs	GATES
300 hours for elementary activity stipends paid at the rate listed on Appendix B	7 activity stipends paid at \$500 each	15 activity stipends paid at \$500 each	4 activity stipends paid at \$500 each

The purpose of these stipends is to provide compensation for staff who are involved in the planning and supervision of student activities such as Student Council, Drama Club, Patriot/Cardinal Crew, Afro-American Pageant, Foreign Language Club, Honor Society, Multi-Cultural Club, Stream Team, etc.

504 Coordinator Stipend - \$1000, \$1500 if over 20 students with 504 plans, \$2000 if over 30 students with 504 plans

Problem-Solving Team (PST) Coordinator - \$1000 (one per school per year if duties performed by a bargaining unit member).

All positions posted in-building before hiring. Internal in-building certificated candidates shall be guaranteed an interview.

All amounts on Appendix E will be increased by the implicit price deflator (IPD) in 2019-20.

## **APPENDIX F**

### **EXTENDED SEASON**

Band directors who take students to extended season contests for athletic teams because of WIAA sanctioned post-season activities will be compensated at a per diem rate based on his or her stipend divided by 45.

## APPENDIX G

Name \_\_\_\_\_ School \_\_\_\_\_ Stipend Position \_\_\_\_\_

**1. How many hours do you spend working outside of the contracted day?**

1=100-150 hours  
3=151-200 hours  
5=201+ hours

**2. How many students participate on a regular basis?**

1=1-15 students  
3=16-30 students  
5=31+ students

**3. How much of an impact does equipment have on your program?**

0=None  
1=Some  
2=Considerable  
3=Extensive

**Please list any equipment (i.e. Uniforms, Props, Instruments, Computers)**

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

**4. Rate how the following areas impact your performances, competitions, games, contests, and products. (Please include a number score and an explanation for each area.)**

0=Low      1=Average      2=High

Travel =                      0—1—2

Fundraising =              0—1—2

Equipment =                0—1—2

Audience =                0—1—2

**5. Rate the public pressure and responsibility for your stipend. (Please include a number score and an explanation for each area.)**

0=Low      1=Average      2=High

Liability =                      0—1—2

Preparation of Facilities =   0—1—2

Working Conditions =        0—1—2

External Pressure =           0—1—2

**6. Rating for Appendix G**

Group 1 = 20-30 points

Group 2 = 11-19 points

Group 3 = 1-10 points

**Please include any additional information:**

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

# APPENDIX H: Franklin Pierce Schools Calendar 2018-19

FRANKLIN PIERCE SCHOOLS 2018-2019 CALENDAR

Revised 3-19-2018

FRANKLIN  
PIERCE  
SCHOOLS

No School
All Offices Closed
1<sup>st</sup>/Last Day
Wed Early Release
Conference
Other Release
Make Up

August – 3 school days

20-23 PRAD Training Days  
28 First Day of School  
31 No School

**AUG/SEPTEMBER 2018**

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

MARCH 2019

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

March – 21 school days

6 Wed Release – 90 min early  
13 2<sup>nd</sup> Trimester Ends – Day 119  
Elem Only Release 3.5 hrs early  
19-22 HS Only Conferences -  
Release 3.5 hours early  
27 Wed Release – 90 min early

October – 22 school days

1-4 Release – 3.5 hours early  
All Schools – Conferences  
5 No School – PRAD training  
10 Wed Release – 90 min early  
17 Wed Release – 90 min early  
24 Wed Release – 90 min early  
31 Wed Release – 90 min early

**OCTOBER 2018**

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

APRIL 2019

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

April – 16 school days

3 Wed Release – 90 min early  
5 3<sup>rd</sup> Quarter Ends (MS/HS) – Day 136  
8-12 No School – Spring Break  
12 All Offices Closed  
17 Wed Release – 90 min early  
26 Make Up Day  
Possible No School Day

November – 19 school days

1 1<sup>st</sup> Quarter Ends (MS/HS) – Day 45  
7 Wed Release – 90 min early  
12 No School – Veterans Day Obs.  
All Offices Closed  
21 Release – 3 hrs early All Schools  
22-23 No School –  
Thanksgiving – All Offices Closed  
28 1<sup>st</sup> Trimester Ends – Day 61  
Elem Only Release 3.5 hrs early

**NOVEMBER 2018**

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

**MAY 2019**

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

May – 21 school days

1 Wed Release – 90 min early  
8 Wed Release – 90 min early  
15 Wed Release – 90 min early  
20-23 Conferences –  
Elem/MS Only Release 3.5 hrs early  
24 No School  
27 No School – Memorial Day  
All Offices Closed

December – 12 school days

5 Wed Release – 90 min early  
12 Wed Release – 90 min early  
19-31 No School – Winter Break  
24-25 All Offices Closed

**DECEMBER 2018**

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

**JUNE 2019**

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

June – 12 school days

5 Wed Release – 90 min early  
18D Graduation  
12 3<sup>rd</sup> Trimester Ends – Day 176  
Elem Only Release 3.5 hrs early  
17 HS Only 3 hour early release  
18 Last Day of School  
3 hour early release  
19-20 Possible Make Up Days

January – 20 school days

1 All Offices Closed  
1 No School – New Year's Day  
9 Wed Release – 90 min early  
16 Wed Release – 90 min early  
21 No School – MLK, Jr. Day  
All Offices Closed  
23 1<sup>st</sup> Semester Ends (MS/HS) – Day 90  
24-25 Early Release  
MS/HS Only 3 hours early  
28 No School – PRAD training

**JANUARY 2019**

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

**JULY 2019**

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

July 2019

4 Independence Day –  
All Offices Closed

February – 15 school days

6 Wed Release – 90 min early  
13 Wed Release – 90 min early  
18 No School – Presidents Day  
All Offices Closed  
19-22 No School – Mid-Winter Break  
27 Wed Release – 90 min early

**FEBRUARY 2019**

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

AUGUST 2019

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

August 2019

19-22 PRAD Training Days  
27 First Day of School

Calendar Template © calendarlabs.com

Calendar Template © calendarlabs.com

## APPENDIX I

### FRANKLIN PIERCE SCHOOL DISTRICT Feedback on Day-to-Day Guest Teacher

Date Substituted	Name of Guest Teacher	
Grade/Subject	School	Teacher Substituted For

**Please check the appropriate box**

	Yes	No	No Data
1. Follow lesson plans and instructions .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates effective classroom management.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Utilizes effective human relations/and or communication skills.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Is punctual.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Assumes responsibility for duties assigned to regular teacher .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is conscientious about equipment, instructional materials, records and reports	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Is on duty and available during the professional workday.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Communicates with the regular teacher, either by telephone or in writing .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Comments:**

**Recommendation:**

- ☐ Continue on Substitute List
- ☐ Remove from Substitute List
- ☐ Do not assign substitute to this classroom again
- ☐ Do not assign substitute to this building again
- ☐ Continue on list, but with reservations as given above

**Prepared by:**

- ☐ Principal
- ☐ Teacher

---

Date	Principal's Signature
------	-----------------------

Original: **Personnel Office**

1<sup>st</sup> Copy: **Principal**

2<sup>nd</sup> Copy: **Guest Teacher**

## **APPENDIX J**

Policy No. 5406 Personnel

### **LEAVE SHARING**

The district shall establish and administer a leave sharing plan in which eligible employees may donate excess leave for use by a staff member who is suffering from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniform services.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the district.

The superintendent is directed to establish procedures to donate leave for staff members who earn personal holiday leave, staff members who accrue annual leave and sick leave, and staff members who accrue leave to be used for illnesses, injuries, or emergencies. The superintendent is directed to administer the leave sharing plan in a manner consistent with state law and applicable collective bargaining agreements.

Legal References:   RCW 28A.400.380  
                          RCW 41.04.650-665  
                          WAC 392-126-004 -104

Leave sharing program  
Leave sharing program  
Finance – Shared Leave

**Adoption Date: 5/12/92**  
Franklin Pierce Schools  
**Revised: 11/18/08**  
Classification: Essential

## Procedure 5406P LEAVE SHARING

A. A district employee is eligible to receive donated leave if:

1. The staff member suffers from, or has a relative or household member suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition or who has been called to service in the uniform services which has caused, or is likely to cause, the staff member to:
  - a) Go on leave-without-pay status; or
  - b) Terminate his/her employment.
2. The staff member's absence and the use of shared leave are justified by documentation.
3. The staff member has depleted, or will shortly deplete, his/her annual leave and sick leave reserves.
4. The staff member has abided by district rules regarding sick leave use.
5. The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.

The superintendent shall determine the amount of leave, if any, which a staff member may receive under this policy. However, a staff member shall not receive more leave than the number of contracted days remaining in the current school year. In the event that the condition requiring the employee's absence continues beyond the current school year, the employee shall not receive a total of more than 522 days of donated leave during total district employment.

B. District employees may donate leave as follows:

1. A staff member who has an accrued annual leave balance of more than ten (10) days may request that the superintendent transfer a specified number of days to another staff member authorized to receive shared leave or to the district's annual leave pool. A staff member may not request leave to be transferred that would result in an accrued annual leave balance of fewer than ten (10) days.
2. A staff member who accrues annual leave and sick leave may request that the superintendent transfer sick leave to a staff member authorized to receive shared leave or to the district's shared leave pool. A donating staff member must retain a minimum of 176 hours of sick leave after the transfer.
3. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the superintendent transfer a specified amount of sick leave to another staff member authorized to receive such leave or to the district's shared leave pool. A staff member may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days. Sick leave as defined in RCW 28A.400.300 means leaves for illness, injury, and emergencies.
4. A staff member who receives personal holiday leave may request that the superintendent transfer a specified amount of personal holiday leave to another staff member authorized to receive shared leave or to the district's shared leave pool. A staff member may request to transfer no more than eight (8) hours of personal holiday leave during any calendar year.
5. The number of leave days transferred shall not exceed the amount authorized by the donating staff member.
6. Any leave donated by a staff member which remains unused shall be returned to the donor. To the extent administratively feasible, leave transferred by more than one staff member shall be returned on pro-rata basis.

C. Leave shall be calculated on a day-donated and day-received basis.

**Date: 3/11/92**

**Revised: 5/14/96; 10/14/08, 8/16/11**

**APPENDIX K**  
**FPEA – Certificated Request for Transfer**

An employee who is interested in transferring to a different position may submit this form to Human Resources by March 15. Requests will remain on file for one (1) year.

_____ Printed Name	_____ Current Assignment	_____ Current Location
-----------------------	-----------------------------	---------------------------

Request for transfer to (include grade level, subject matter & school if pertinent):

1<sup>st</sup> choice assignment: \_\_\_\_\_

2<sup>nd</sup> choice assignment: \_\_\_\_\_

3<sup>rd</sup> choice assignment: \_\_\_\_\_

_____ Signature	_____ Date
--------------------	---------------

***Submit completed forms to the Human Resources Certificated Manager no later than March 15.***

# APPENDIX L

## Franklin Pierce School District

### Standards and Indicators for Teaching and Learning (NON TPEP)

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
<b>(LPD) Lesson Planning and Design</b>	LPD1a Appears unaware of the district curricula and state grade level expectations..	LPD1b Aware of the district curricula and state grade level expectations.	LPD1c Intentionally designs instruction to focus on the content and substance of the district curricula and state grade level expectations.	LPD1,2,3,4,5,6,7d In addition to being proficient, a staff member exceeding the standard is recognized by colleagues as a resource for others who are developing skill in the area of focus. This staff member demonstrates an ability to synthesize new knowledge about teaching with an existing understanding to further enhance their expertise. A staff member exceeding the standard may also be involved in the following activities: teaching demonstration lessons, presenting at conferences, teaching district in-service speaking at community functions, mentoring colleagues, authoring district curriculum.
	LPD2a Does not use district curricula or adopted instructional materials.	LPD2b Inconsistently uses district curricula and adopted instructional materials	LPD2c Uses district curricula and adopted instructional materials.	
	LPD3a Uses limited resources.	LPD3b Begins to vary use of resources.	LPD3c Organizes multiple resources to deliver instruction.	
	LPD4a Paces lessons only by resources, regardless of student needs.	LPD4b Begins to modify pacing based on student needs and interests.	LPD4c Determines pacing based on student needs and interests.	
	LPD5a Teaches content as the only goal.	LPD5b Uses content to teach some skills and strategies.	LPD5c Uses content to develop skills and strategies, including thinking skills.	
	LPD6a Teaches content in isolation with few connections.	LPD6b Aware of strategies for connecting the curriculum, i.e., content, thinking skills, student experience.	LPD6c Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience.	
	LPD7a Does not reflect on a lesson's success or achievement of instructional goals.	LPD7b Has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	LPD7c Makes an accurate assessment of a lesson's engagement, effectiveness and adjusts planning as necessary.	
	LPD8a Embeds no current research in activities and instruction.	LPD8b Embeds current research in some instruction and activities.	LPD8c Embeds current research in instruction and activities.	LPD8.d Self-directed investigation and application of current research.

<b>(UAI) Using Assessment to Improve Instruction</b>	UAI1a Relies on a single assessment method.	UAI1b Uses a few classroom-based assessment tools such as scales, rubrics, checklists, and tests.	UAI1c Uses multiple assessment tools appropriately, including rubrics, scales, checklists, and tests to monitor student learning and set future goals.	UAI1,2,3,4,5d In addition to being proficient, a staff member exceeding the standard is recognized by colleagues as a resource for others who are developing skill in the area of focus. This staff member demonstrates an ability to synthesize new knowledge about teaching with an existing understanding to further enhance their expertise. A staff member exceeding the standard may also be involved in the following activities: mentoring colleagues, teaching demonstration lessons, authoring district curriculum, presenting at conferences, speaking at community functions, teaching district in-service.
	UAI2a Demonstrates little or no knowledge of performance assessments.	UAI2b Demonstrates limited use of performance assessments.	UAI2c Designs and uses performance assessments to measure skill application, including thinking skills.	
	UAI3a Collects no evidence of student work.	UAI3b Begins to collect student work.	UAI3c Develops portfolios with students, which document student growth over time.	
	UAI4a Expects no student self-reflection in assessment process.	UAI4b Limited involvement of students in self-assessment.	UAI4c Supports student involvement in the assessment process through goal setting, self-reflection, and critique. Surveys students regarding their engagement in learning.	
	UAI5a Fails to use assessment to guide and inform instruction.	UAI5b Begins to use assessment to plan appropriate instruction.	UAI5c Uses assessment to plan appropriate instruction and document student achievement over time.	

<b>(LE) Learning Environment</b>	LE1a Staff interactions with at least some students are negative, demeaning, sarcastic, or inappropriate to the culture, gender, and developmental level of students. Many students exhibit a pattern of disrespect for staff.	LE1b Staff/student interactions are generally appropriate to culture, gender, and developmental level of student. Many students exhibit minimal respect for staff.	LE1c Staff/student interactions are friendly, caring, and respectful. Interactions are consistently appropriate to students' culture, gender, & developmental level.	LE1d Staff demonstrates genuine warmth, caring and respect for all students.
	LE2a Significant number of student/student interactions are characterized by conflict, sarcasm or put-downs.	LE2b Student/student interactions are neutral. Students do not demonstrate negative behavior toward one another.	LE2c Student/student interactions are generally polite and respectful.	LE2d Students demonstrate genuine caring for and encouragement of one another.
	LE3a Staff is unaware of or does not utilize district resources for planning, teaching or classroom activities.	LE3b Staff displays limited awareness of available resources and/or relies on a single text.	LE3c Staff is fully aware of district resources and utilizes multiple resources for planning, teaching, and classroom activities.	LE3d Staff actively seeks other materials to enhance instruction in addition to being aware of and utilizing multiple district resources.
	LE4a The learning environment is unsafe.	LE4b The learning environment is safe, and room is adjusted for lessons, but with limited effectiveness.	LE4c The learning environment is safe, and the room arrangement supports teaching and learning activities for all students.	LE4d The learning environment is safe. and students adjust the room to advance their own purposes in learning.
	LE5a Staff and/or students convey a negative attitude toward what is being taught, suggesting that it is not important or is mandated by others.	LE5b Staff communicates importance of what is being taught, but with little conviction and only minimal buy-in from students.	LE5c Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value.	LE5d Students demonstrate through their active participation and pride in their work that they value the importance of what is being taught.

<b>(ETP) Effective Teaching Practice</b>	ETP1a Relies primarily on lecture and seatwork as instructional strategies.	ETP1b Begins to incorporate some active processing strategies.	ETP1c Uses a wide variety of active processing strategies, including cooperative learning and questioning strategies designed to engage all students in learning.	ETP1,2,3,4,5d In addition to being proficient, a staff member exceeding the standard is recognized by colleagues as a resource for others who are developing skill in the area of focus. This staff member demonstrates an ability to synthesize new knowledge about teaching with an existing understanding to further enhance expertise. The staff member exceeding the standard may also be involved in the following activities: mentoring colleagues, authoring district curriculum, participating in district level committees, teaching district in-service, speaking at community functions, presenting at conferences, teaching demonstration lessons.
	ETP2a Organizes instruction primarily for whole class grouping.	ETP2b Occasionally uses flexible grouping.	ETP2c Uses flexible groupings to deliver instruction and meet individual needs.	
	ETP3a Teaches to a single intelligence.	ETP3b Addresses a few of the multiple intelligences.	ETP3c Teaches to multiple intelligences.	
	ETP4a Unaware of thinking skills and behaviors.	ETP4b Begins to use graphic organizers and other tools to teach thinking skills and behaviors.	ETP4c Teaches thinking skills and behaviors using course content.	
	ETP5a Does not address the learning needs of students with disabilities.	ETP5b Begins to address the learning needs of students with disabilities.	ETP5c Effectively addresses the learning needs of students with disabilities.	
	ETP6a Uses haphazard learning activities, which are not motivating or suitable to students or instructional goals. Expectation for students are low.	ETP6b Uses some learning activities that are motivating or suitable to students and instructional goals. Expectations for students are inconsistent.	ETP6c Instructional goals and learning activities are engaging, motivating and convey high expectations for student achievement. The activities progress coherently.	ETP6d Selects from a large repertoire of learning activities, which are highly engaging and relevant to students and to instructional goals. The activities progress coherently, and reflect recent professional research. Expectations for all students are consistently high.
	ETP7a Fails to effectively communicate course expectations and uses a grading system which lacks clarity, consistency, reasonableness and/or fairness.	ETP7b Inconsistently communicates course expectations. Approach to grading is inconsistent.	ETP7c Clearly communicates course expectations and uses a clear, consistent, reasonable and fair grading system.	ETP7d In addition to being proficient, the staff member utilizes a grading system which promotes student self-reflection.
	ETP8a Fails to connect assessments to goals or to make assessment criteria and standards clear to students.	ETP8b Connects some assessments to instructional goals. Sometimes communicates assessment criteria and standards to students.	ETP8c Deliberately connects assessments to instructional goal and communicates assessment criteria and standards to students.	ETP8d Crafts assessments which are completely congruent with instructional goals, both in content and process and communicates clearly.
	ETP9a Keeps disorganized records.	ETP9b Keep rudimentary and partially effective record.	ETP9c Keeps system for maintaining accurate and timely records (tracking assignments, attendance, achievement, etc.)	ETP9d Uses an effective system for maintaining information/records and encourages students to contribute information and interpret records.

	ETP10a Does not use technology to improve instruction.	ETP10b Begins to use technology to improve instruction.	ETP10c Incorporates available technology to improve instruction.	ETP10d Actively investigates/ develops and incorporates new technology.
	ETP11a Gives up or blames the student or the environment for the student's lack of success. Does not explore alternative strategies.	ETP11b Accepts responsibility for the success of students but has only a limited repertoire of instructional strategies to use.	ETP11c Persists in seeking approaches for students who have difficulty learning and possesses a moderate repertoire of strategies.	ETP11d Persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
	ETP12a Instruction does not demonstrate sensitivity to students' culture, gender & developmental level.	ETP12b Instruction begins to demonstrate sensitivity to students' culture, gender and developmental level.	ETP12c Instruction demonstrates sensitivity to students' culture, gender and developmental level.	ETP12d A multi-cultural focus is effectively integrated in all instruction.
<b>(CM) Classroom Management</b>	CM1a Expectations for student behavior do not appear to have been established, or students are confused as to what the expectations are.	CM1b Expectations for behavior appear to have been established for most situations, and the majority of students seem to understand them.	CM1c Expectations for behavior are communicated and are clear to all students.	CM1d Expectations for behavior are communicated and are clear to all students. Students appear to have been included in the process.
	CM2a Does not utilize prevention/intervention strategies to encourage appropriate behavior and provide a safe learning environment.	CM2b Inconsistently utilizes prevention/intervention strategies to encourage appropriate behavior and provide a safe learning environment.	CM2c Utilizes a variety of prevention/intervention strategies to encourage appropriate behavior and provide a safe learning environment.	CM2d Utilizes a variety of prevention/intervention strategies which are seamlessly integrated, and students demonstrate responsibility for group's behavior. The classroom is a safe learning environment.
	CM3a Staff does not respond to student misbehavior, or the response is inconsistent.	CM3b Staff attempts to respond to student misbehavior but with inconsistent results.	CM3c Staff response to misbehavior is appropriate, successful, and demonstrates respect for student.	CM3d Staff response to student misbehavior is highly effective and sensitive to students' individual needs.
	CM4a Materials and supplies are handled inefficiently.	CM4b Routines for handling materials and supplies function moderately well.	CM4c Routines for handling materials and supplies occur smoothly with little loss of instructional time.	CM4d Routines for handling materials and supplies are seamless, with students assuming some responsibilities for efficient operations.
	CM5a Much time is lost during transitions, and/or class begins late.	CM5b Transitions are sporadically efficient, and/or class occasionally begins late, resulting in some loss of instructional time.	CM5c Transitions occur smoothly with little loss of instructional time.	CM5d Transitions are seamless, with students assuming some responsibility for efficient operation.
	CM6a Staff's spoken language is inaudible and/or written language illegible. Spoken or written language may contain grammatical errors and vocabulary inappropriate to students' level.	CM6b Staff's spoken language is audible and/or written language is legible. Both are used correctly, though vocabulary may be limited or not appropriate to students' level.	CM6c Staff's spoken language and written language are clear, correct, and appropriate to students' levels and interests.	CM6d Staff's spoken language and written language are correct, expressive and enriches the lesson.

	CM7a Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	CM7b Volunteers and paraprofessionals are productively engaged during portions of class time.	CM7c Volunteers and/or paraprofessionals are productively engaged during class time.	CM7d Volunteers and/or paraprofessionals' skills are maximized, and they make a substantial contribution to the classroom environment.
--	--	---	--	--

<b>(PD) Professional Development</b>	PD1a Does not assess professional performance.	PD1b Begins to assess professional performance and/or sets goals for improvement.	PD1c Continually assesses professional performance and identifies goals for improvement.	PD1d Demonstrates considerable reflection in assessing professional performance. Goals for improvement extend beyond one's own classroom.
	PD2a Engages in little or no professional development activities to enhance knowledge or skill.	PD2b Participates in professional development activities to a limited extent when convenient or required.	PD2c Seeks out opportunities for professional development to enhance content knowledge and teaching skill.	PD2d Seeks out opportunities for professional development and makes systematic attempt to conduct action research in classroom.
	PD3a Does not respond to peer and/or supervisor feedback to refine and shape practices.	PD3b Utilizes some peer and/or supervisor feedback to refine and shape practices.	PD3c Utilizes peer and supervisor feedback to refine and shape practices.	PD3d Seeks out peer and/or supervisor feedback and utilizes feedback to refine and shape practices.

<b>(PR) Professional Responsibilities</b>	PR1a Maintains poor system for managing paperwork and timelines associated with profession.	PR1b Maintains a rudimentary and partially effective system for managing paperwork and timelines associated with profession.	PR1c Uses an effective system for managing paperwork and timelines associated with profession.	PR1d Employs a fully effective system for managing paperwork and timelines associated with profession.
	PR2a Provides little information about instructional program to families.	PR2b Participates in the school's activities for family communication but offers little additional information.	PR2c Regularly communicates with families about instructional program and students' progress.	PR2d Provides frequent information to families about instructional program. Students participate in preparing materials for their families.
	PR3a Staff interactions and communications with some families are negative, demeaning, sarcastic and/or inappropriate.	PR3b Staff/family interactions and communications are generally friendly and respectful.	PR3c Staff/family interactions and communication are welcome and demonstrate warmth, caring and respect.	PR3d Staff/families interactions are maximized in a proactive, warm, caring and respectful way.
	PR4a Does not respond or responds inappropriately to family questions or concerns.	PR4b Responds occasionally to family questions or concerns.	PR4c Responds to family questions and concerns in an appropriate and timely manner.	PR 4d Provides information to families frequently on both positive and negative aspects of student progress. Responses to family questions and concerns are handles sensitively.

PR5a Contributes to student's lack of success by misusing and/or ignoring rules and policies.	PR5b Does not knowingly contribute to a student's lack of success.	PR5c Works collaboratively within the context of a particular team or department to ensure all students learn.	PR5d Makes a particular effort to challenge negative attitudes and helps to ensure that all students are honored in the school.
PR6a Makes no effort to share knowledge with others or to assume professional responsibilities.	PR6b Finds limited ways to contribute to the profession.	PR6c Provides support to and seeks support from professional colleagues. Discusses problems, new ideas, gives/receives feedback, respecting/-accepting various viewpoints.	PR6d Initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.
PR7a Makes decisions based on self-serving interests.	PR7b Decisions are based on limited though generally professional considerations.	PR7c Participates in decision-making to ensure decisions are based on the highest professional and democratic principles.	PR7d Takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
PR8a Makes no effort to participate in school's improvement and refinement of curriculum/instruction practices.	PR8b Finds limited ways to participate in school's improvement and refinement of curriculum/instruction practices.	PR8c Participates in school's improvement and refinement of curriculum/instruction practices, assessing for alignment with national, state, district and school goals.	PR8d Provides leadership in school's improvement and refinement of curriculum/instruction practices, assessing for alignment with national, state, district and school goals.
PR9a Avoids becoming involved in school/district events/projects.	PR9b Participates in school/district events/projects when specifically asked.	PR9c Meaningfully participates in school/district events/projects.	PR9d Volunteers to participate in school /district projects, makes a substantial contribution, or assumes a leadership role in a major school or district project.

## APPENDIX M - EVALUATION FOR CERTIFICATED TEACHERS (NON TPEP)

Name \_\_\_\_\_

Building/Department \_\_\_\_\_

Grade/Subject \_\_\_\_\_

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

Years in Current Assignment \_\_\_\_\_

Unsatisfactory  
Approaches  
Proficiency  
Proficient  
Distinguished

### Standard: Lesson Planning and Design

- GLEs
- District curriculum/adopted materials
- Multiple resources
- Pacing
- Content
- Integration
- Engagement
- Research

Comments:

--	--	--	--

### Standard: Using Assessment to Improve

#### Instruction

- Multiple assessments
- Performance Assessments
- Portfolios
- Student involvement
- Utilizing assessment information

Comments:

--	--	--	--

### Standard: Learning Environment

- Staff/student interactions
- Student/student interactions
- Resources
- Safety
- Enthusiasm/value

Comments:

--	--	--	--

### Standard: Effective Teaching Practice

- Active processing strategies
- Flexible groupings
- Multiple intelligences
- Thinking skills
- Learning for all
- High expectations
- Grading
- Assessments
- Record system
- Technology
- Students with learning difficulties
- Sensitivity

Comments:

--	--	--	--

Unsatisfactory  
Approaches  
Proficiency  
Proficient  
Distinguished

**Standard: Classroom Management**

- (B) Expectations
- (C) Variety of strategies
- (D) Response to misbehavior
- (E) Routines
- (F) Transitions
- (G) Spoken/written language
- (H) Volunteers/paraprofessionals

--	--	--	--

**Comments:**

**Standard: Professional Development**

- Assessment and goals
- Seeks out opportunities
- Utilizes feedback

--	--	--	--

**Comments:**

**Standard: Professional Responsibilities**

- Communicates with parents
- Communication style
- Response to questions/concerns
- Works collaboratively
- Supports colleagues
- Participates in decision-making
- Participates in school improvement
- Participates in events/projects
- Manages paperwork

--	--	--	--

**Comments:**

**Date of evaluation conference** \_\_\_\_\_

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

\_\_\_\_\_  
**Administrator Signature**

## APPENDIX N – SELF REFLECTION (NON TPEP)

Name \_\_\_\_\_ Years in Current Assignment \_\_\_\_\_  
 Building/Department \_\_\_\_\_  
 Grade/Subject \_\_\_\_\_  
 School Year \_\_\_\_\_

Unsatisfactory  
Approaches  
Proficiency  
Proficient  
Distinguished

### Standard: Lesson Planning and Design (LPD)

1. GLEs				
2. District curriculum/adopted materials				
3. Multiple resources				
4. Pacing				
5. Content				
6. Integration				
7. Engagement				
8. Research				
Comments				

### Standard: Using Assessment to Improve Instruction (UAI)

1. Multiple assessments				
2. Performance Assessments				
3. Portfolios				
4. Student involvement				
5. Utilizing assessment information				
Comments				

### Standard: Learning Environment (LE)

1. Staff/student interactions				
2. Student/student interactions				
3. Resources				
4. Safety				
5. Enthusiasm/value				
Comments				

**Standard: Effective Teaching Practice (ETP)**

1. Active processing strategies				
2. Flexible groupings				
3. Multiple intelligences				
4. Thinking skills				
5. Learning for all				
6. High expectations				
7. Grading				
8. Assessments				
9. Record system				
10. Technology				
11. Students with learning difficulties				
12. Sensitivity				
Comments				

**Standard: Classroom Management (CM)**

1. Expectations				
2. Variety of strategies				
3. Response to misbehavior				
4. Routines				
5. Transitions				
6. Spoken/written language				
7. Volunteers/paraprofessionals				
Comments				

**Standard: Professional Development (PD)**

1. Assessment and goals				
2. Seeks out opportunities				
3. Utilizes feedback				
Comments				

**Standard: Professional Responsibilities (PR)**

1. Communicates with parents				
2. Communication style				
3. Response to questions/concerns				
4. Works collaboratively				
5. Supports colleagues				
6. Participates in decision-making				
7. Participates in school improvement				
8. Participates in events/projects				
9. Manages paperwork				
Comments				

## APPENDIX O - INDIVIDUALIZED GROWTH PLAN (NON TPEP)

Name\_\_\_\_\_

Building/Department\_\_\_\_\_

Grade/Subject\_\_\_\_\_

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

Years in Current Assignment \_\_\_\_\_

Goal(s) for Professional Growth:

Plan to achieve Goal(s):

Plan to Document Goal(s) Attainment:

Date of Professional Growth Planning Conference:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Administrator Signature

## APPENDIX P – INDIVIDUALIZED GROWTH PLAN REVIEW (NON TPEP)

Assessment of Goal Attainment:

Documentation of Goal Attainment:

Date of Professional Growth Review Conference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Administrator Signature

# APPENDIX Q – CERTIFICATED SUPPORT PERSONNEL EVALUATION

## Franklin Pierce School District Certificated Support Personnel Evaluation Long Form / Summative Track

Check One	
<input type="checkbox"/>	Provisional
<input type="checkbox"/>	90 Day
<input type="checkbox"/>	Annual
<input type="checkbox"/>	Non-provisional

Name

Years Certificated Experience

School

Position

### Performance Appraisal

Consider each criterion below by reading the criterion indicators.

<b>Meets Expectations:</b> Performance meets that expected of a well-trained individual in this classification.		
<b>Need Improvements:</b> Performance generally below expectations. (Comments and specific recommendations required.)		↓
<b>Does Not Meet Minimum Requirements:</b> (Comments and specific recommendations required.)		

1. Knowledge and scholarship in special field	<input type="text"/>	<input type="text"/>	<input type="text"/>
2. Specialized skills	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. Management of special and technical environment	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. The support person as a professional	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Involvement in assisting pupils, parents and educational personnel	<input type="text"/>	<input type="text"/>	<input type="text"/>
6. Performance of non-teaching duties during working day	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Comments and recommendations:

\_\_\_\_\_  
\*Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

Extra Sheets Attached	<input type="checkbox"/>	Yes
	<input type="checkbox"/>	No

\*Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments and/or recommendations may be made by the supervisor on attached sheets. A statement may also be made by the employee. The attachment of any such comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties

Original: Human Resources

1<sup>st</sup> Copy: Supervisor

2<sup>nd</sup> Copy: Employee

## DEFINITION OF CRITERIA AND PERFORMANCE INDICATORS FOR CERTIFICATED SUPPORT PERSONNEL

### CRITERION 1:

**KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- 1.1 Is competent to provide a rationale for the use of various procedures.
- 1.2 Demonstrates an understanding of the basic principles of human growth and development.
- 1.3 Possesses appropriate academic and professional background in special field.

### CRITERION 2:

**SPECIALIZED SKILLS:** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

- 2.1 Designs and conducts providing program services within the individual's special field.
- 2.2 Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.
- 2.21 To help students integrate and assimilate data.
- 2.22 To help others involved with the student interpret and use data appropriately and accurately.
- 2.23 To help other specialists by providing case study materials.
- 2.3 Administers assessment procedures, or organizes and prepares those who administer assessment procedures.
- 2.4 Demonstrates the ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- 2.5 Develops goals and objectives that will provide for the implementation of programs and services which are consistent with district goals and objectives.

### CRITERION 3:

**MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

- 3.1 Selects or recommends testing and non-testing devices, materials, and equipment appropriate to student needs.
- 3.2 Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

### CRITERION 4:

**THE SUPPORT PERSON AS A PROFESSIONAL:** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

- 4.1 Demonstrates awareness of the law as it relates to area of specialization.
- 4.2 Demonstrates commitment to school and professional activities and to the concept of career-long professional growth by participating in school, district, and state meetings, consortium activities, workshops, seminars, and special committees.
- 4.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- 4.4 Responds positively to constructive suggestions concerning total employment responsibilities and performance.

### CRITERION 5:

**INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

- 5.1 Shows an interest in working with pupils.
- 5.2 Consults with other building members, district personnel, and parents, concerning the development, coordination and/or extension of services to those needing specialized programs.
- 5.3 Plans and develops support program to serve the preventive and developmental needs of the school population.
- 5.4 Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

### CRITERION 6:

**PERFORMANCE OF NON-TEACHING DUTIES DURING THE WORK DAY:** The Certificated Person recognizes that non-teaching duties (exclusive of extra-duty assignments) are part of the total teaching day and are inherent in his/her employment responsibility to the students and District.

- 6.1 Accepts and performs duties as required and consistent with the collective bargaining agreement.
- 6.2 Demonstrates concern for student welfare during such assignments.

## APPENDIX R – CERTIFICATED SUPPORT PERSONNEL EVALUATION

### FRANKLIN PIERCE SCHOOL DISTRICT Certificated Support Personnel Evaluation Short Form

Check One
<input type="checkbox"/> Short Form
<input type="checkbox"/> Professional
<input type="checkbox"/> Growth Track

Name: \_\_\_\_\_ Years Certificated Experience: \_\_\_\_\_

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

#### Employee performance is satisfactory in all of the following classifications:

1. Knowledge and scholarship in special field
2. Specialized skills
3. Management of special and technical environment
4. The support person as a professional
5. Involvement in assisting pupils, parents, and educational personnel
6. Performance of non-teaching duties during working day

#### This short form evaluation shall include one of the following (please check appropriate box):

- ☐ 1. A 30-minute observation during the school year with a written summary.

Summary:

- ☐ 2. Two observations totaling 60 minutes instead of a summary.:

*Signature of Employee	Signature of Evaluator	Extra Sheets Attached	Yes
Date	Date		No

\*Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. Additional comments and/or recommendations may be made by the supervisor on attached sheets. A statement may also be made by the employee. The attachment of any such comments or statement by either party shall be noted on the evaluation form and shall be signed by both parties.

Original: **Personnel Office**

1<sup>st</sup> Copy: **Evaluator**

2<sup>nd</sup> Copy: **Employee**

## DEFINITION OF CRITERIA AND PERFORMANCE INDICATORS FOR CERTIFICATED SUPPORT PERSONNEL

### CRITERION 1:

**KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- 1.1 Is competent to provide a rationale for the use of various procedures.
- 1.2 Demonstrates an understanding of the basic principles of human growth and development.
- 1.3 Possesses appropriate academic and professional background in special field.

### CRITERION 2:

**SPECIALIZED SKILLS:** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

- 2.1 Designs and conducts providing program services within the individual's special field.
- 2.2 Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.
  - 2.21 To help students integrate and assimilate data.
  - 2.22 To help others involved with the student interpret and use data appropriately and accurately.
  - 2.23 To help other specialists by providing case study materials.
- 2.3 Administers assessment procedures, or organizes and prepares those who administer assessment procedures.
- 2.4 Demonstrates the ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- 2.5 Develops goals and objectives that will provide for the implementation of programs and services which are consistent with district goals and objectives.

### CRITERION 3:

**MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

- 3.1 Selects or recommends testing and non-testing devices, materials, and equipment appropriate to student needs.
- 3.2 Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

### CRITERION 4:

**THE SUPPORT PERSON AS A PROFESSIONAL:** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

- 4.1 Demonstrates awareness of the law as it relates to area of specialization.
- 4.2 Demonstrates commitment to school and professional activities and to the concept of career-long professional growth by participating in school, district, and state meetings, consortium activities, workshops, seminars, and special committees.
- 4.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- 4.4 Responds positively to constructive suggestions concerning total employment responsibilities and performance.

### CRITERION 5:

**INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL:** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

- 5.1 Shows an interest in working with pupils.
- 5.2 Consults with other building members, district personnel, and parents, concerning the development, coordination and/or extension of services to those needing specialized programs.
- 5.3 Plans and develops support program to serve the preventive and developmental needs of the school population.
- 5.4 Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

### CRITERION 6:

**PERFORMANCE OF NON-TEACHING DUTIES DURING THE WORK DAY:** The Certificated Person recognizes that non-teaching duties (exclusive of extra-duty assignments) are part of the total teaching day and are inherent in his/her employment responsibility to the students and District.

- 6.1 Accepts and performs duties as required and consistent with the collective bargaining agreement.
- 6.2 Demonstrates concern for student welfare during such assignments.

# APPENDIX S

## Franklin Pierce School District

### Standards and Indicators for School Counselors

**Standard 1:** The Professional School Counselor acts as a leader to positively impact student learning and improve the school counseling program by engaging in self-reflection and continuous professional development, and by collaborating with families, the community, colleagues and other professionals

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
<b>1: School Counselor as Leader</b>	1. Makes few attempts to or does not successfully engage parents/guardians and other interested adults as valued partners in students' development and education	1. Attempts to engage parents/guardians and other interested adults as valued partners in students' development and education	1. Engages parents/guardians and other interested adults as valued partners in students' development and education	1,2,3. Is a recognized leader in initiating parent involvement opportunities as well as assessing parenting needs for community involvement based on unique culture and climate of school community.
	2. Does not interact with students and the wider community in a way that enhances learning and fosters a safe and civil school climate	2. Attempts interactions between the students and the wider community in a way that enhances learning and fosters a safe and civil school climate	2. Facilitates ongoing, mutually beneficial interactions between the students and the wider community in a way that enhances learning and fosters a safe and civil school climate, such as service learning, culminating project, and mentor programs as appropriate	This includes initiating community partnerships to sustain support as well as contribute to progressing the School Improvement Plan
	3. Does not participate in the School Improvement Planning process	3. Is aware of and supports the School Improvement Planning process and day-to-day activities to achieve school-wide goals	3. Actively participates in the School Improvement Planning process and articulates how day-to-day activities contribute to achieving school-wide goals	
	4. Does not seek opportunities to engage in professional development	4. Participates in professional development to strengthen knowledge, skills, and abilities relevant to the counseling context	4. Engages in conscious and deliberate ongoing professional development to strengthen knowledge, skills, and abilities relevant to the counseling context	4. Promotes and leads conscious and deliberate ongoing professional development to strengthen individual knowledge, skills, and abilities relevant to counseling context. Is continuously seeking opportunities to further professional development opportunities that are relevant to program or school improvement goals

5. Disregards and avoids advocating for positive change in educational policy	5. Learning a leadership and/or mentoring role with other educators through participating in professional development of other staff, improving instructional practices, in educational policy	5. Shares expertise in a leadership and/or mentoring role with other educators through facilitating professional development of other staff, improving instructional practices, or advocating for positive change in educational policy	5. Regarded as a leader of other educators through facilitating professional development of other staff, improving instructional practices, or advocating for positive change in educational policy while maintaining and using data as an assessment tool
6. Avoids working in school improvement activities	6. Obligated to participate in school improvement activities with colleagues to improve learning within the school	6. Works collaboratively in school improvement activities with colleagues to improve learning within the school and in the wider professional community	6. Actively contributes and provides expertise in school improvement activities with colleagues to improve learning within the school and in the wider professional community
7. Is unaware of transitions for students moving from one level of schooling to the next	7. Participates in building transitions for students moving from one level of schooling to the next	7. Takes a leadership role in building smooth transitions for students moving from one level of schooling to the next	7. Independently facilitates and researches best practices that enable for smooth transitions for students moving from one level of schooling to the next. This includes proactive initiation of partnerships with other schools and monitoring for success.
8. Does not advocate and or support policies, programs, and positions that are intended to enhance personal/social, career, and academic development of all students	8. Supports policies, programs, and positions that are intended to enhance personal/social, career, and academic development of most students	8. Consistently and conscientiously advocates for policies, programs, and positions that are intended to enhance personal/social, career, and academic development of all students	8. Takes the leadership role at the district, state, or national level in advocating policies, programs, and positions that are intended to enhance personal/social, career, and academic development of all students
9. Does not reflect on professional accomplishments taken to impact student learning (I don't understand what this means)	9. Reflects on the significance of professional accomplishments taken together, and plans for future	9. Analyzes and reflects on the significance of all individual professional accomplishments taken together, and plans for future opportunities to impact student learning	9. Uses analysis and reflection of professional accomplishments to further professional standards by sharing results in workshops or conferences
10. Does not know or implement the ASCA National Model	10. Works toward school and district implementation of the ASCA National Model and on-going evaluation of positive student outcomes	10. Promotes school and district implementation of the ASCA National Model and inspires on-going evaluation of development efforts and how they lead to positive student outcomes	10. Leads school and district implementation of the ASCA National Model and inspires on-going evaluation of development efforts within professional organization at regional, state, or national level

**Standard 2:** The Professional School Counselor identifies a critical student need, gathers and analyzes data related to that need, and designs, implements and evaluates a counseling intervention that provides responsive services.

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
<b>2: School Counselor and Responsive Service</b>	1. Does not identify critical student need, or use data to identify students who might need individual or small group counseling	1. Inconsistently uses data to identify critical student needs and appropriate services	1. Identifies a critical student need and collects and analyzes data that provides insightful information regarding students to select for individual or small group counseling	1. Uses needs assessment and outcome data to drive implementation and sustainability as well as direct curriculum needs for individual and small group counseling. Is current and aware of research based interventions for individual and small group counseling practices and facilitates implementation within program district wide
	2. Works in isolation. Does not refer and/or is not familiar with community resources and multi-disciplinary approaches to problem solving	2. Occasionally teams with school staff, family, and community resources to facilitate and manage multi-disciplinary approaches to problem solving related to the identified student need	2. Teams with school staff, family, and community resources to facilitate as needed and manage multi-disciplinary approaches to problem solving related to the identified student need	2. Takes a leadership role in teaming school staff, family, and community resources to facilitate and manage multi-disciplinary approaches to problem solving related to the identified student need
	3. Does not have personal awareness regarding issues related to fairness, equity and diversity.	3. Has limited awareness and knowledge of individual/group counseling issues related to fairness, equity, and diversity	3. Demonstrates strong knowledge of individual/group counseling issues related to fairness, equity, and diversity	3. Seeks opportunities to further awareness and knowledge of, and takes an advocacy role in issues related to, fairness, equity, and diversity to impact a positive and safe school climate
	4. Does not apply knowledge of age-appropriate human growth and development theories and theories of cognitive, moral, and social development in professional practice	4. Demonstrates limited knowledge of age-appropriate human growth and development theories and theories of cognitive, moral, and social development	4. Demonstrates a full range of knowledge of age-appropriate human growth and development theories and theories of cognitive, moral, and social development	4. Applies knowledge of age-appropriate human growth and development theories and theories of cognitive, moral, and social development into instructional practice, and takes a leadership role in incorporating these theories in school wide practices

5. Does not deliver group counseling interventions based on student need	5. Provides group counseling interventions that address the identified student need without supporting data	5. Plans and delivers small-group counseling interventions that address the identified student need with supporting data, as needed	5. Facilitates multiple ongoing group counseling interventions that address identified student needs using needs assessment data and is part of a school wide systemic approach to improve student success and support the school improvement plan
6. Does not have the necessary skills to use structured activity within the small-group or individual counseling intervention	6. Rarely implements structured activity, within the small-group or individual counseling intervention, that affords students opportunities to practice making sound judgments and develop skills that are important to their lives, both in and out of school	6. Implements structured activity, within the small-group or individual counseling intervention, that affords students opportunities to practice making sound judgments and develop skills that are important to their lives both in and out of school	6. Initiates multiple opportunities for structured, research-based activities that have documented outcomes that improve student success in the three ASCA domains, both in and out of school, and measures outcomes
7. Demonstrates low-level group counseling skills and techniques during the small-group counseling intervention	7. Uses basic group counseling skills and techniques during the small-group counseling intervention	7. Demonstrates high-level group counseling skills and techniques during the small-group counseling intervention	7. Demonstrates mastery level counseling skills and techniques during small-group counseling interventions, motivates students toward improvement and continuously evaluates effectiveness
8. Is fragmented in counseling priorities and does not align counseling with the comprehensive school counseling program and mission of the school	8. Begins to align small-group/individual counseling interventions into the comprehensive school counseling program and mission of the school	8. Incorporates small group/individual counseling interventions into the comprehensive school counseling program and mission of the school	8. Ensures that the comprehensive school counseling program is embedded into the mission and vision of the school and is an active participant in the evaluation process as it relates to desired outcomes for the whole school community
9. Does not comply with ethical codes of the profession	9. Complies with ethical codes of the profession with minimal exception	9. Adheres to the ethical code of the American School Counselor Association and has formulated a sound and ethical decision making model	9. Mentors/coaches others in aspiring to ethical practice including a sound ethical decision making model
10. Is not engaged in school processes that serve in establishing a positive school climate	10. Sometimes involves other members of the family and school community in establishing a positive school climate	10. Actively involves other members of the family and school community in establishing a positive school climate	10. Collects, analyzes, and evaluates data to actively involve other members of the family and school community in establishing a positive school climate

11. Does not have the skills to encourage students to use self-assessment as a reflective, analytical tool to discover their own skills and abilities	11. Has process skills and occasionally encourages students to use self-assessment as a reflective, analytical tool to discover their own skills and abilities	11. Encourages students to use self-assessment as a reflective, analytical tool to discover their own skills and abilities	11. Teaches students to use self-assessment as a reflective, analytical tool to discover their own skills and abilities
12. Is not self-reflective in practice and does not take responsibility for improvement of services to students	12. Begins to use self-reflection to examine, practice, and improve services to students	12. Uses self-reflection to examine, practice, and improve services to students	12. As a result of self-reflection, seeks feedback and mentoring and regularly set SMART goals based on self-reflection and professional feedback to examine, practice, and improve services to students with continuous monitoring for success and improvement

**Standard 3:** The Professional School Counselor plans, delivers, and evaluates a whole-class guidance lesson that advances student understanding in the academic, career, or personal/social domains.

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
<b>3: School Counselor and Student Competencies</b>	1. Does not design a developmentally appropriate, challenging lesson, or state instructional goals that are linked to domains, grade level expectations and Essential Learnings.	1. Can design a developmentally appropriate, challenging lesson with stated instructional goals, but lacks relevance to the related domain, grade level expectations and Essential Learnings.	1. Designs developmentally appropriate, challenging lessons and states instructional goals that are important and linked to the related domain, grade level expectations and Essential Learnings.	1. Leads efforts within school based teams, or at the district level, to fill gaps and deliver developmentally appropriate, challenging, innovative and engaging lessons and states instructional goals that are important and emphasize related domains, grade level expectations and Essential Learnings. Efforts are guided by reliable and valid data which is used to continuously monitor for improvement.
	2. Does not demonstrate ability to select lessons that integrate into the school counseling program.	2. Can demonstrate some relevance on how selection of this lesson is integrated into the school counseling program.	2. Demonstrates how selection of this lesson is integrated into the school counseling program.	2. Demonstrates expertise and provides in-service opportunities on how the goals and objectives of the lesson are integrated into the school counseling program.
	3. Does not provide documentation that the identified competencies were addressed.	3. Provides some documentation that the identified competencies were addressed.	3. Provides accurate and complete documentation that the identified competencies were addressed.	See above.
	4. Seems unaware of instructional strategies and lacks necessary skills to engage students.	4. Demonstrates some knowledge of instructional strategies with emerging skills that develop students' ability to engage meaningfully in the lesson.	4. Provides instructional strategies that develop students' ability to engage meaningfully in the lesson and support students' critical thinking and decision-making skills.	4. Uses innovative instructional strategies that develop students' ability to engage passionately in the lesson and support students' critical thinking and decision-making skills and is part of a collaborative learning community.
	5. Does not develop an equitable, accessible, and fair learning environment in which all students are encouraged to participate.	5. Strives to cultivate an equitable, accessible, and fair learning environment in which all students are encouraged to participate.	5. Fosters an equitable, accessible, and fair learning environment in which all students are encouraged to participate.	5. Leads or facilitates opportunities to further professional understanding of achievement gaps and creates an equitable, accessible, and fair

			learning environment in which all students strive to excel.
6. Lacks skills to use technologies and instructional materials to enhance student learning.	6. Demonstrates ability to use appropriate technologies and instructional materials to enhance student learning.	6. Uses appropriate technologies and instructional materials to enhance student learning.	6. Stays current with new and innovative technologies and instructional materials that enhance student learning and demonstrates appropriate use as it relates to the comprehensive guidance program.
7. Is unaware of or does not know how to describe, analyze, and evaluate classroom instruction.	7. Shows ability to describe, analyze, and evaluate classroom instruction to demonstrate how the lesson helped the students achieve developmental competency of academic, career, or personal/social issues.	7. Describes, analyzes, and evaluates classroom instruction to demonstrate how the lesson helped the students achieve developmental competency of academic, career, or personal/social issues.	7. Facilitates opportunities for all staff to understand how classroom instruction and guidance lessons relate to the student's developmental achievement and reflection of academic, career, or personal/social issues.
8. Appears to have no classroom management skills.	8. Demonstrates classroom management skills that enable some students to benefit from the instruction provided.	8. Demonstrates strong classroom management skills that enable all students to benefit from the instruction provided.	8. Demonstrates masterful classroom management skills for other counselors and teachers that results in a positive instructional climate.
9. Is not reflective on lesson plan delivery and/or does not take responsibility for improvement for future classroom lessons.	9. Engages in reflective thinking that shows a capacity to analyze the lesson fully, but does not address significance and refinements for future classroom.	9. Engages in reflective thinking that shows a capacity to analyze the lesson fully and addresses significance and refinements for future classroom lessons.	9. Shares results of guidance lesson reflections that may benefit the comprehensive guidance program.

**Standard 4:** The Professional School Counselor monitors student academic progress and uses effective counseling strategies to create an intervention plan for an individual student to maximize his/her learning.

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
<b>4: School Counselor and Academic Success</b>	1. Does not use data to provide information regarding specific student needs and competencies.	1. Is able to consider data that provides information regarding specific student needs and competencies.	1. Gathers and analyzes available data that provides information regarding specific student needs and competencies.	1. Uses available data as a resource in researching effective strategies for interventions and strategies to move students toward meeting standards and competencies.
	2. Does not collaborate effectively with student, parents, and other appropriate school or community members and does not develop an effective or specific academic intervention plan.	2. Considers student, parents, and other school members, but fails to include appropriate community members and/or does not develop an effective or specific academic intervention plan that addresses the specific student's goals, competencies and needs and facilitates understanding of various assessments of student learning.	2. Collaborates with student, parents, and other appropriate school or community members to develop a well- defined academic intervention plan that addresses the specific student's goals, competencies and needs and facilitates understanding of various assessments of student learning.	2. Initiates new partnerships with key stakeholders in school community that lead to positive student outcomes.
	3. Does not recognize best practices and research-based interventions when developing individual's plan, and does not address the individual's developmental needs, interests, learning style, and abilities.	3. Considers individual's plan based on best practices and research-based interventions that address the individual's developmental needs, interests, learning style, and abilities.	3. Develops individual's plan based on best practices and research-based interventions that address the individual's developmental needs, interests, learning style, and abilities.	3. Initiates opportunities to learn more about best practices and supportive documentation that meets needs, based on cultural and demographic needs of school community.
	4. Does not monitor and/or evaluate student progress or individual plan as needed in order to maximize student learning.	4. Inconsistently monitors and evaluates student progress or adjusts individual plan as needed in order to maximize student learning.	4. Monitors and evaluates student progress and adjusts individual plan as needed in order to maximize student learning.	4. Extends or leads efforts for colleagues and staff in using effective and collaborative approaches in monitoring and evaluating student progress as it relates to the social, academic and career goals for the student.

5. Use a standard uniform approach to all counseling sessions, not tailored to the individual student.	5. Plans the organization, structure, and pacing of the session, and counseling strategies used in the session, to address the needs of the student.	5. Thoughtfully chooses the organization, structure, and pacing of the session, and counseling strategies used in the session, to thoroughly address the needs of the student while allowing for unexpected adjustments during the session.	5. Innately and naturally responds to student needs during counseling session that are beyond specific skills and counseling strategies.
6. Intervention plan may or may not be involved and coordinated with student academic program	6. Academic intervention plan may be part of the student's larger academic program, such as the student's portfolio/learning plan, and may sometimes describe the student's learning that results from the session in a way that demonstrates the student's understanding of the session and the student's academic progress	6. Describes how this academic intervention plan is part of the student's larger academic program, such as the student's portfolio/learning plan, and describes, analyzes, and assesses the student's learning that results from the session in a way that demonstrates insights into the student's understanding of the session and the student's academic progress	6. Has high level of understanding and knowledge of instructional program within the school setting and how it relates to each individual student's academic program. Is able to seamlessly tie portfolio, student learning plans and learning styles with student's academic progress and how it relates to the student as a learner, citizen and worker (planner)
7. Unable to describe how the intervention relates to the school counseling program and the mission of the school	7. Describes how parts of the intervention relates to some of the school counseling program and/or some of the mission of the school	7. Describes how the intervention relates to the school counseling program and the mission of the school	7. Leads other counselors at the district, state, and or national level in designing interventions that relate to the adopted school counseling model and the mission of the district/school

# APPENDIX T – SCHOOL COUNSELOR EVALUATION

## School Counselor Evaluation

Name: \_\_\_\_\_ Building/Department: \_\_\_\_\_  
 Grade/Subject: \_\_\_\_\_ School Year: \_\_\_\_\_  
 Years in Current Assignment: \_\_\_\_\_ Date of Evaluation Conference: \_\_\_\_\_

	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 1: Core Curriculum and Individual Student Planning Collaboration</b>				
<ul style="list-style-type: none"> <li>Implements appropriate lessons linked to priority standards</li> <li>Classroom management skills</li> </ul>	<ul style="list-style-type: none"> <li>Gathers, interprets, and evaluates data</li> <li>Leadership in using data-driven information</li> </ul>			

Comments:

	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 2: Core Curriculum Group Activities and Responsive Services</b>				
<ul style="list-style-type: none"> <li>Gathers, interprets, evaluates, and reports student data</li> <li>Collaborates with PBIS/RTI team</li> </ul>	<ul style="list-style-type: none"> <li>Evidence-based practices</li> <li>Counseling interventions</li> </ul>			

Comments:

	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 3: Responsive Services, Referral, Consultation, Collaboration</b>				
<ul style="list-style-type: none"> <li>Collaborates with RTI Team</li> <li>Implements best practices and research-based interventions</li> </ul>	<ul style="list-style-type: none"> <li>Collaborates with outside agencies</li> <li>Determines appropriate referrals</li> </ul>			

Comments:

	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
<b>Standard 4: Professional Development System Support/Professional Responsibilities System Support</b>				
<ul style="list-style-type: none"> <li>Assesses professional performance</li> <li>Engages in professional development</li> <li>Utilizes feedback</li> <li>Articulates how activities contribute to school-wide goals</li> <li>Provides and seeks support from colleagues</li> <li>Participates in school and district events</li> <li>Uses a variety of research-based counseling approaches</li> <li>Engages and partnering with parents and other adults</li> </ul>	<ul style="list-style-type: none"> <li>Collaborates in School Improvement Planning process</li> <li>Manages paperwork and timelines</li> <li>Communicates with families</li> <li>Responds to questions and concerns</li> <li>Participates in decision-making processes</li> <li>Adheres to ethical practices</li> <li>Demonstrates fairness to all students</li> </ul>			

Comments:

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

\_\_\_\_\_  
Administrator Signature

# APPENDIX U – SCHOOL COUNSELOR SELF-REFLECTION

## School Counselor Self-Reflection

Name: \_\_\_\_\_ Building/Department: \_\_\_\_\_  
 Grade/Subject: \_\_\_\_\_ School Year: \_\_\_\_\_  
 Years in Current Assignment: \_\_\_\_\_ Date of Evaluation Conference: \_\_\_\_\_

<b>Standard 1: Core Curriculum and Individual Student Planning Collaboration</b>	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
Implements appropriate lessons linked to priority				
Classroom management skills				
Gathers, interprets, and evaluates data				
Leadership in using data-driven information				
<i>Comments</i>				

<b>Standard 2: Core Curriculum Group Activities and Responsive Services</b>	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
Gathers, interprets, evaluates, and reports student data				
Collaborates with PBIS/RTI team				
Evidence-based practices				
Counseling interventions				
<i>Comments</i>				

<b>Standard 3: Responsive Services, Referral, Consultation, Collaboration</b>	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
Collaborates with RTI Team				
Implements best practices and research-based				
Collaborates with outside agencies				
Determines appropriate referrals				
<i>Comments</i>				

<b>Standard 4: Professional Development System Support/Professional Responsibilities System Support</b>	<i>Unsatisfactory</i>	<i>Approaches Proficiency</i>	<i>Proficient</i>	<i>Distinguished</i>
Assesses professional performance				
Engages in professional development				
Utilizes feedback				
Articulates how activities contribute to school-wide goals				
Provides and seeks support from colleagues				
Participates in school and district events				
Uses a variety of research-based counseling approaches				
Engages and partnering with parents and other adults				
Collaborates in School Improvement Planning process				
Manages paperwork and timelines				
Communicates with families				
Responds to questions and concerns				
Participates in decision-making processes				
Adheres to ethical practices				
Demonstrates fairness to all students				
<i>Comments</i>				

## APPENDIX V – RCW 13.04.155

Copy of RCW 13.04.155 (current as of September 2016)

### RCW 13.04.155

#### **Notification to school principal of conviction, adjudication, or diversion agreement — Provision of information to teachers and other personnel — Confidentiality**

(1) Whenever a minor enrolled in any common school is convicted in adult criminal court, or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses, the court must notify the principal of the student's school of the disposition of the case, after first notifying the parent or legal guardian that such notification will be made:

- (a) A violent offense as defined in RCW [9.94A.030](#);
- (b) A sex offense as defined in RCW [9.94A.030](#);
- (c) Inhaling toxic fumes under chapter [9.47A](#) RCW;
- (d) A controlled substances violation under chapter [69.50](#) RCW;
- (e) A liquor violation under RCW [66.44.270](#); and
- (f) Any crime under chapters [9.41](#), [9A.36](#), [9A.40](#), [9A.46](#), and [9A.48](#) RCW.

(2) The principal must provide the information received under subsection (1) of this section to every teacher of any student who qualifies under subsection (1) of this section and any other personnel who, in the judgment of the principal, supervises the student or for security purposes should be aware of the student's record. The principal must provide the information to teachers and other personnel based on any written records that the principal maintains or receives from a juvenile court administrator or a law enforcement agency regarding the student.

(3) Any information received by a principal or school personnel under this section is confidential and may not be further disseminated except as provided in RCW [28A.225.330](#), other statutes or case law, and the family and educational and privacy rights act of 1994, 20 U.S.C. Sec. 1232g et seq.

[2000 c 27 § 1; 1997 c 266 § 7.]

## APPENDIX W

### DANIELSON FRAMEWORKS FOR TEACHERS

*The term "classroom teacher" does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement. Counselors shall use the previously piloted counselor evaluation system.*

<b>DOMAIN 1—Planning and Preparation</b>			
<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<p>1a—In planning and practice teacher makes content errors or does not correct errors made by students. Teacher's plans and practice display little understanding of prerequisite relationships important to student's learning of the content. Teacher displays little or no understanding of the range of pedagogical approaches suitable to student's learning of the content.</p>	<p>1a—Teacher is familiar with the important concepts in the discipline but displays lack of awareness of how these concepts relate to one another. Teacher's plans and practice indicate some awareness of prerequisite relationships, although such knowledge may be inaccurate or incomplete. Teacher's plans and practice reflect a limited range of pedagogical approaches to the discipline or to the students.</p>	<p>1a—Teacher displays solid knowledge of the important concepts in the discipline and the ways they relate to one another. Teacher's plans and practice reflect accurate understanding of prerequisite relationships among topics and concepts. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline.</p>	<p>1a—Teacher displays extensive knowledge of the important concepts in the discipline and the ways they relate both to one another and to other disciplines. Teacher's plans and practice reflect understanding of prerequisite relationships among topics and concepts and provide a link to necessary cognitive structures needed by students to ensure understanding. Teacher's plans and practice reflect familiarity with a wide range of effective pedagogical approaches in the discipline, anticipating student misconceptions.</p>
<p>1b—Teacher demonstrates little or no understanding of how students learn and little knowledge of students' backgrounds, cultures, skills, language proficiency, interests, and special needs and does not seek such understanding.</p>	<p>1b—Teacher indicates the importance of understanding how students learn and the students' backgrounds, cultures, skills, language proficiency, interests, and special needs, and attains this knowledge about the class as a whole.</p>	<p>1b—Teacher understands the active nature of student learning and attains information about levels of development for groups of students. The teacher also purposefully seeks knowledge from several sources of students' backgrounds, cultures, skills,</p>	<p>1b—Teacher actively seeks knowledge of students' levels of development and their backgrounds, cultures, skills, language proficiency, interests, and special needs from a variety of sources. This information is acquired for individual students.</p>

		language proficiency, interests, and special needs and attains this knowledge about groups of students.	
1c—Outcomes represent low expectations for students and lack of rigor, and not all of them reflect important learning in the discipline. Outcomes are stated as activities rather than as student learning. Outcomes reflect only one type of learning and only one discipline or strand and are suitable for only some students.	1c—Outcomes represent moderately high expectations and rigor. Some reflect important learning in the discipline and consist of a combination of outcomes and activities. Outcomes reflect several types of learning, but teacher has made no attempt at coordination or integration. Most of the outcomes are suitable for most of the students in the class in accordance with global assessments of student learning.	1c—Most outcomes represent rigorous and important learning in the discipline. All the instructional outcomes are clear, are written in the form of student learning, and suggest viable methods of assessment. Outcomes reflect several different types of learning and opportunities for coordination. Outcomes take into account the varying needs of groups of students.	1c—All outcomes represent rigorous and important learning in the discipline. The outcomes are clear, are written in the form of student learning, and permit viable methods of assessment. Outcomes reflect several different types of learning and, where appropriate, represent opportunities for both coordination and integration. Outcomes take into account the varying needs of students.
1d—Teacher is unaware of school or district resources for classroom use, for the expansion of his or her own knowledge, or for students.	1d—Teacher displays basic awareness of school or district resources available for classroom use, for the expansion of his or her own knowledge, and for students, but no knowledge of resources available more broadly.	1d—Teacher displays awareness of resources—not only through the school and district but also through sources external to the school and on the internet—available for classroom use, for the expansion of his or her own knowledge, and for students.	1d—Teacher displays extensive knowledge of resources—not only through the school and district but also in the community through professional organizations and universities, and on the internet—for classroom use, for the expansion of his or her own knowledge, and for students.
1e—The series of learning experiences is poorly aligned with the instructional outcomes and does not represent a coherent structure. The activities are not designed to engage	1e—Some of the learning activities and materials are suitable to the instructional outcomes and represent a moderate cognitive challenge but with no differentiation for	1e—Teacher coordinates knowledge or content, of students, and of resources, to design a series of learning experiences aligned to	1e—Plans represent the coordination of in-depth content knowledge, understanding of different students' needs, and available resources (including technology), resulting in a series of

students in active intellectual activity and have unrealistic time allocations. Instructional groups do not support the instructional outcomes; no variety.	different students. Instructional groups partially support the instructional outcomes, with an effort by the teacher at providing some variety. The lesson or unit has a recognizable structure, the progression of activities is uneven, with most time allocations reasonable.	instructional outcomes and suitable to groups of students. The learning activities have reasonable time allocations; they represent significant cognitive challenge, with some differentiation for different groups of students. The lesson or unit has a clear structure, with appropriate and varied use of instructional groups.	learning activities designed to engage students in high-level cognitive activity. Learning activities are differentiated appropriately for individual learners. Instructional groups are varied appropriately with some opportunity for student choice. The lesson's or unit's structure is clear and allows for different pathways according to diverse students' needs.
1f—Assessment procedures are not congruent with instructional outcomes; the proposed approach contains no criteria or standards. Teacher has no plan to incorporate formative assessment in the lesson or unit or any plan to use assessment results in designing future instruction.	1f—Some of the instructional outcomes are assessed through the proposed approach, but others are not. Assessment criteria and standards have been developed, but they are not clear. Approach to the use of formative assessment is rudimentary, including only some of the instructional outcomes. Teacher intends to use assessment to plan for future instruction for the class as a whole.	1f—Teacher's plan for student assessment is aligned with the instructional outcomes; assessment methodologies may have been adapted for groups of students. Assessment criteria and standards are clear. Teacher has a well-developed strategy for using formative assessment and has designed particular approaches to be used. Teacher intends to use assessment results to plan for future instruction for groups of students.	1f—Teacher's plan for student assessment is fully aligned with the instructional outcomes and has clear criteria and standards that show evidence of student contribution to their development. Assessment methodologies have been adapted for individual students, as needed. The approach to using formative assessment is well designed and includes student as well as teacher use of the assessment information. Teacher intends to use assessment results to plan future instruction for individual students.
<b>DOMAIN 2—The Classroom Environment</b>			
<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
2a—Patterns of classroom interaction, both between the teacher and students	2a—Patterns of classroom interactions, both between the teacher and students	2a—Teacher-student interactions are friendly and demonstrate general	2a—Classroom interactions among the teacher and individual students are highly

<p>and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.</p>	<p>and among students, are general appropriate but may reflect occasional inconsistencies, favoritism, and disregard for students' ages, cultures, and developmental levels. Students rarely demonstrate disrespect for one another. Teacher attempts to respond to disrespectful behavior, with uneven results. The net result of the interactions is neutral, conveying neither warmth nor conflict.</p>	<p>caring and respect. Such interactions are appropriate to the ages of the students. Students exhibit respect for the teacher. Interactions among students are generally polite and respectful. Teacher responds successfully to disrespectful behavior among students. The net result of the interactions is polite and respectful, but impersonal.</p>	<p>respectful, reflecting genuine warmth and caring and sensitivity to students as individuals. Students exhibit respect for the teacher and contribute to high levels of civil interaction between all members of the class. The net result of interactions is that of connections with students as individuals.</p>
<p>2b—The classroom culture is characterized by a lack of teacher or student commitment to learning and/or little to no investment of student energy into the task at hand. Hard work is not expected or valued. Medium or low expectations for student achievement are the norm, with high expectations for learning reserved for only one or two students.</p>	<p>2b—The classroom culture is characterized by little commitment to learning by teacher or students. The teacher appears to be only going through the motions, and students indicate that they are interested in completion of a task, rather than quality. The teacher conveys that student success is the result of natural ability rather than hard work; high expectations for learning are reserved for those students thought to have a natural aptitude for the subject.</p>	<p>2b—The classroom culture is a cognitively busy place where learning is valued by all, with high expectations for learning being the norm for most students. The teacher conveys that with hard work, students can be successful. Students understand their role as learners and consistently expend effort to learn. Classroom interactions support learning and hard work.</p>	<p>2b—The classroom culture is a cognitively vibrant place, characterized by a shared belief in the importance of learning. The teacher conveys high expectations for learning by all students and insists on hard work. Students assume responsibility for high quality by initiating improvements, making revisions, adding detail, and/or helping peers.</p>
<p>2c—Much instructional time is lost through inefficient classroom routines and procedures.</p>	<p>2c—Some instructional time is lost through only partially effective classroom routines and procedures.</p>	<p>2c—There is little loss of instructional time because of effective classroom routines and procedures.</p>	<p>2c—Instructional time is maximized because of efficient classroom routines and procedures. Students contribute to the management of</p>

<p>There is little or no evidence that the teacher is managing instructional groups, transitions, and/or the handling of materials and supplies effectively.</p> <p>There is little evidence that students know or follow established routines.</p>	<p>The teacher's management of instructional groups, transitions, and/or the handling of materials and supplies is inconsistent, the result being some disruption of learning.</p> <p>With regular guidance and prompting, students follow established routines.</p>	<p>The teacher's management of instructional groups and the handling of materials and supplies are consistently successful.</p> <p>With minimal guidance and prompting, students follow established classroom routines.</p>	<p>instructional groups, transitions, and the handling of materials and supplies.</p> <p>Routines are well understood and may be initiated by students.</p>
<p>2d—There appear to be no established standards of conduct and little or no teacher monitoring of student behavior.</p> <p>Students challenge the standards of conduct.</p> <p>Response to students' misbehavior is repressive or disrespectful of student dignity.</p>	<p>2d—Standards of conduct appear to have been established, but their implementation is inconsistent.</p> <p>Teacher tries, with uneven results, to monitor student behavior and respond to student misbehavior.</p> <p>There is inconsistent implementation of the standards of conduct.</p>	<p>2d—Student behavior is generally appropriate.</p> <p>The teacher monitors student behavior against established standards of conduct.</p> <p>Teacher response to student misbehavior is consistent, proportionate, respectful to students, and effective.</p>	<p>2d—Student behavior is entirely appropriate.</p> <p>Students take an active role in monitoring their own behavior and that of other students against standards of conduct.</p> <p>Teacher's monitoring of student behavior is subtle and preventive.</p> <p>Teacher's response to student misbehavior is sensitive to individual student needs and respects student dignity.</p>
<p>2e—The physical environment is unsafe, or many students don't have access to learning resources.</p> <p>There is poor coordination between the lesson activities and the arrangement of furniture and resources, including computer technology.</p>	<p>2e—The classroom is safe, and essential learning is accessible to most students.</p> <p>The teacher's use of physical resources, including computer technology, is moderately effective.</p> <p>Teacher makes some attempt to modify the physical arrangement to suit learning activities, with partial success.</p>	<p>2e—The classroom is safe, and learning is accessible to all students, teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Teacher makes effective use of physical resources, including computer technology.</p>	<p>2e—The classroom is safe, and learning is accessible to all students, including those with special needs.</p> <p>Teacher makes effective use of physical resources, including computer technology. The teacher ensures that the physical arrangement is appropriate to the learning activities.</p> <p>Students contribute to the use or adaptation of the physical environment to advance learning.</p>
<b>DOMAIN 3—Instruction</b>			
<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
<p>3a—The instructional purpose of the lesson is unclear to students, and the directions and</p>	<p>3a—The teacher's attempt to explain the instructional purpose has only limited</p>	<p>3a—The teacher clearly communicates instructional purpose of the lesson,</p>	<p>3a—The teacher links the instructional purpose of the lesson to student interests; the directions and</p>

<p>procedures are confusing. The teacher's explanation of the content contains major errors. The teacher's spoken or written language contains errors of grammar or syntax. The teacher's vocabulary is inappropriate, vague, or used incorrectly, leaving students confused.</p>	<p>success, and/or directions and procedures must be clarified after initial student confusion. The teacher's explanation of the content may contain minor errors; some portions are clear; other portions are difficult to follow. The teacher's explanation consists of a monologue, with no invitation to the students for intellectual engagement. Teacher's spoken language is correct, however, his or her vocabulary is limited, or not fully appropriate to the students' ages or backgrounds.</p>	<p>including where it is situated with broader learning, and explains procedures and directions clearly. Teacher's explanation of content is well scaffolded, clear and accurate, and connects with students' knowledge and experience. During the explanation of content, the teacher invites student intellectual engagement. Teacher's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.</p>	<p>procedures are clear and anticipate possible student misunderstanding. The teacher's explanation of content is thorough and clear, developing conceptual understanding through artful scaffolding and connecting with students' interests. Students contribute to extending the content and help explain concepts to their classmates. The teacher's spoken and written language is expressive, and the teacher finds opportunities to extend students' vocabularies.</p>
<p>3b—Teacher's questions are of low cognitive challenge, require single correct responses, and are asked in rapid succession. Interaction between teacher and students is predominantly recitation style, with the teacher mediating all questions and answers. A few students dominate the discussion.</p>	<p>3b—Teacher's questions lead students through a single path of inquiry, with answers seemingly determined in advance. Alternatively, the teacher attempts to frame some questions designed to promote student thinking and understanding, but only a few students are involved. Teacher attempts to engage all students in the discussion and to encourage them to respond to one another, but with uneven results.</p>	<p>3b—Although the teacher may use some low-level questions, he or she asks the students questions designed to promote thinking and understanding. Teacher creates a genuine discussion among students, providing adequate time for students to respond and stepping aside when appropriate. Teacher successfully engages most students in the discussion, employing a range of strategies to ensure that most students are heard.</p>	<p>3b—Teacher uses a variety or series of questions or prompts to challenge students to cognitively advance high-level thinking and discourse and promote metacognition. Students formulate many questions, initiate topics, and make unsolicited contributions. Students themselves ensure that all voices are heard in the discussion.</p>

<p>3c—The learning tasks and activities, materials, resources, instructional groups, and technology are poorly aligned with the instructional outcomes or require only rote responses. The pace of the lesson is too slow or too rushed. Few students are intellectually engaged or interested.</p>	<p>3c—The learning tasks and activities are partially aligned with the instructional outcomes but require only minimal thinking by students, allowing most to be passive or merely compliant. The pacing of the lesson may not provide students the time needed to be intellectually engaged.</p>	<p>3c—The learning tasks and activities are aligned with the instructional outcomes and designed to challenge student thinking, the result being that most students display active intellectual engagement with important challenging content and are supported in that engagement by teacher scaffolding. The pacing of the lesson is appropriate, providing most students the time needed to be intellectually engaged.</p>	<p>3c—Virtually all students are intellectually engaged in challenging content through well-designed learning tasks and suitable scaffolding by the teacher and fully aligned with the instructional outcomes. In addition, there is evidence of some student initiation of inquiry and of student contribution to the exploration of important content. The pacing of the lesson provides students the time needed to intellectually engage with and reflect upon their learning and to consolidate their understanding. Students may have some choice in how they complete tasks and may serve as resources for one another.</p>
<p>3d—There is little or no assessment or monitoring of student learning; feedback is absent or of poor quality. Students do not appear to be aware of the assessment criteria and do not engage in self-assessment.</p>	<p>3d—Assessment is used sporadically by teacher and/or students to support instruction through some monitoring or progress in learning. Feedback to students is general; students appear to be only partially aware of the assessment criteria used to evaluate their work, and few assess their own work.</p>	<p>3d—Assessment is used regularly by teacher and/or students during the lesson through monitoring of learning progress and results in accurate specific feedback that advances learning. Students appear to be aware of the assessment criteria; some of them engage in self-assessment. Questions, prompts, and assessments are used to diagnose evidence of learning.</p>	<p>3d—Assessment is fully integrated into instruction through extensive use of formative assessment. Students appear to be aware of, and there is some evidence that they have contributed to, the assessment criteria. Students self-assess and monitor their progress. A variety of feedback, from both their teacher and their peers, is accurate, specific, and advances learning. Questions, prompts, and assessments are used to regularly diagnose evidence of learning by individual students.</p>
<p>3e—Teacher adheres to the instruction plan in</p>	<p>3e—Teacher attempts to modify the lesson</p>	<p>3e—Teacher promotes the</p>	<p>3e—Teacher seizes an opportunity to enhance</p>

spite of evidence of poor student understanding or lack of interest. Teacher ignores student questions; when students experience difficulty, the teacher blames the students or their home environment.	when needed and to respond to student questions and interests with moderate success. Teacher accepts responsibility for student success but has only a limited repertoire of strategies to draw upon.	successful learning of all students, making minor adjustments as needed to instruction plans and accommodating student questions, needs, and interests. Drawing on a broad repertoire of strategies, the teacher persists in seeking approaches for students who have difficulty learning.	learning, building on a spontaneous event or student interests, or differentiates instruction to address individual student misunderstandings. Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of instructional strategies and soliciting additional resources from the school or community.
---	---	--	---

#### **DOMAIN 4 – Professional Responsibilities**

<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
4a—Teacher does not know whether a lesson was effective or achieved its instructional outcomes, or he/she profoundly misjudges the success of a lesson. Teacher has no suggestions for how a lesson could be improved.	4a—Teacher has a generally accurate impression of a lesson’s effectiveness and the extent to which instructional outcomes were met. Teacher makes general suggestions about how a lesson could be improved.	4a—Teacher makes an accurate assessment of a lesson’s effectiveness and the extent to which it achieved its instructional outcomes and can cite general references to support the judgment. Teacher makes a few specific suggestions of what could be tried another time the lesson is taught.	4a—Teacher makes a thoughtful and accurate assessment of a lesson’s effectiveness and the extent to which it achieved its instructional outcomes, citing many specific examples from the lesson and weighing the relative strengths of each. Drawing on an extensive repertoire of skills, teacher offers specific alternative actions, complete with the probable success of different courses of action.
4b—Teacher’s system for maintaining information on student completion of assignments and student progress in learning is nonexistent or in disarray. Teacher’s records for non-instructional activities are in disarray, resulting in errors and confusion.	4b—Teacher’s system for maintaining information on student completion of assignments and student progress in learning is rudimentary and only partially effective. Teacher’s records for non-instructional activities are adequate but require frequent monitoring to avoid errors.	4b—Teacher’s system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective.	4b—Teacher’s system for maintaining information on student completion of assignments, student progress in learning, and non-instructional records is fully effective. Students contribute information and participate in maintaining the records.

<p>4c—Teacher communication with families—about the instructional program, about individual students—is sporadic or culturally inappropriate. Teacher makes no attempt to engage families in the instructional program.</p>	<p>4c—Teacher makes sporadic attempts to communicate with families about the instructional program and about the progress of individual students but does not attempt to engage families in the instructional program. Communications are one-way and not always appropriate to the cultural norms of those families.</p>	<p>4c—Teacher communicates frequently with families about the instructional program and conveys information about individual student progress. Teacher makes some attempts to engage families in the instructional program. Information to families is conveyed in a culturally appropriate manner.</p>	<p>4c—Teacher’s communication with families is frequent and sensitive to cultural traditions, with students contributing to the communication. Response to family concerns is handled with professional and cultural sensitivity. Teacher’s efforts to engage families in the instructional program are frequent and successful.</p>
<p>4d—Teacher’s relationships with colleagues are negative or self-serving. Teacher avoids participation in a professional culture of inquiry, resisting opportunities to become involved. Teacher avoids becoming involved in school events or school and district projects.</p>	<p>4d—Teacher maintains cordial relationships with colleagues to fulfill duties that the school or district requires. Teacher becomes involved in the school’s culture of professional inquiry when invited to do so. Teacher participates in school events and school and district projects when specifically asked to do so.</p>	<p>4d—Teacher’s relationships with colleagues are characterized by mutual support and cooperation; teacher actively participates in a culture of professional inquiry. Teacher volunteers to participate in school events and in school and district projects, making a substantial contribution.</p>	<p>4d—Teacher’s relationships with colleagues are characterized by mutual support and cooperation, with the teacher taking initiative in assuming leadership among the faculty. Teacher takes a leadership role in promoting a culture of professional inquiry. Teacher volunteers to participate in school events and district projects making a substantial contribution and assuming a leadership role in at least one aspect of school or district life.</p>
<p>4e—Teacher engages in no professional development activities to enhance knowledge or skill. Teacher resists feedback on teaching performance from either supervisors or more experienced colleagues.</p>	<p>4e—Teacher participates in professional activities to a limited extent when they are convenient. Teacher accepts, with some reluctance, feedback on teaching performance from both supervisors and colleagues.</p>	<p>4e—Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Teacher welcomes feedback from colleagues—either when made by supervisors or when</p>	<p>4e—Teacher seeks out opportunities for professional development and makes a systematic effort to conduct action research. Teacher seeks out feedback on teaching from both supervisors and colleagues. Teacher initiates important activities to contribute to the profession.</p>

Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	opportunities arise through professional collaboration. Teacher participates actively in assisting other educators.	
4f—Teacher displays dishonesty in interactions with colleagues, students, and the public. Teacher is not alert to students' needs and contributes to school practices that result in some students being ill served by the school. Teacher makes decisions and recommendations based on self-serving interests. Teacher does not comply with school and district regulations.	4f—Teacher is honest in interactions with colleagues, students, and the public. Teacher attempts, though inconsistently, to serve students. Teacher does not knowingly contribute to some students being ill served by the school. Teacher's decisions and recommendations are based on limited but genuinely professional considerations. Teacher complies minimally with school and district regulations, doing just enough to get by.	4f—Teacher displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public. Teacher is active in serving students, working to ensure that all students receive a fair opportunity to succeed. Teacher maintains an open mind in team or departmental decision making. Teacher complies fully with school and district regulations.	4f—Teacher takes a leadership role with colleagues and can be counted on to hold to the highest standards of honesty, integrity, and confidentiality. Teacher is highly proactive in serving students, seeking out resources when needed. Teacher makes a concerted effort to challenge negative attitudes or practices to ensure that all students, particularly those traditionally underserved, are honored in the school. Teacher takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards. Teacher complies fully with school and district regulations, taking a leadership role with colleagues.

## **APPENDIX X**

### **Memorandums of Understanding**

#### **Planning Time Increase**

During 2016-17, the Association and the District shall work with each elementary building to study the feasibility and options for improving the scheduling of elementary planning time. The goal is to provide 50 continuous minutes of daily planning and/or to increase overall planning time available to teachers during regularly scheduled times. Recommendations from each building shall be reviewed by the District and the Association with the intent to implement by the 2017-18 school year, subject to available financial resources.

Options may include but are not limited to:

- 50 continuous minutes of daily planning during regularly scheduled times when the employee's class has been taken over by a specialist
- Staffing for additional planning time
- Add additional classified staff
- Changes in lunch/recess scheduling/location

#### **Elementary PE Teachers**

The District and Association agree to place as a standing agenda item at labor/management meetings the possibility of phasing in Elementary PE teachers.

#### **WA Kids Testing**

In schools where WA Kids testing and conferencing is required, the first three (3) days of all-day kindergarten will be used to meet those requirements. If teachers are required by the District to enter data collected from WA Kids testing, they will be provided either release time or compensation at their per diem rate.

## APPENDIX X

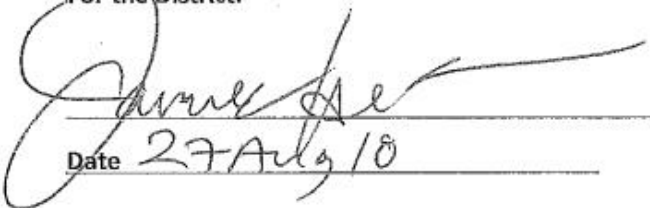
### Memorandums of Understanding

#### Memorandum of Understanding

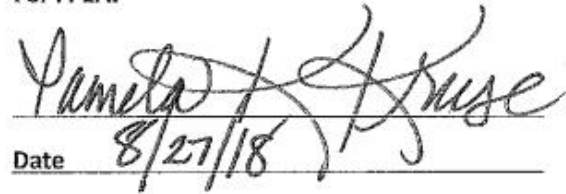
#### Supplemental Agreement - Salary Compliance

For 2018-19 only, any amounts paid on the Total Compensation Schedule that exceed 3.1% will be paid as part of a Professional Learning Stipend. This shall not result in any change in the total compensation due to each employee under the schedule set forth in Appendix A, nor in the per diem calculation during 2018-19

For the District:

  
Date 27 Aug 18

For FPEA:

  
Date 8/27/18

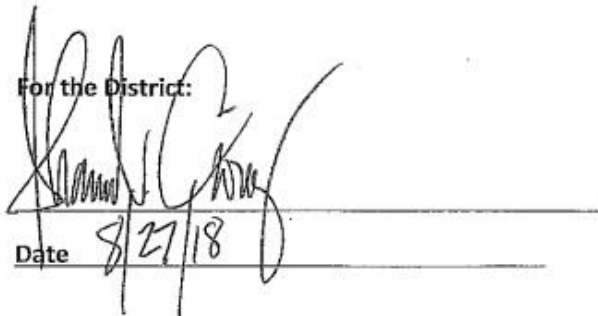
#### Memorandum of Understanding

#### Between Franklin Pierce School District and the Franklin Pierce Education Association

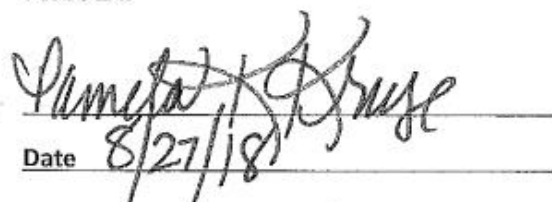
The following items will be addressed during labor / management meetings during the 2018-19 school year and will be reopened for 2019-20 if not resolved in labor/management:

1. Section 3.2 – Monthly Membership Reports
2. Librarian TPEP / Evaluation
3. Saturday School for Professional Development
4. Core 24

For the District:

  
Date 8/27/18

For FPEA:

  
Date 8/27/18