Collective Bargaining Agreement

Between

FPEA
Proud to Be a Union

&

FRANKLIN PIERCE SCHOOLS

Franklin Pierce School District No. 402

And

Franklin Pierce Education Association

Term: September 1, 2025 through August 31, 2028

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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, as well as to establish a mutual interest in ensuring fair and equitable working conditions for employees, and ensuring optimum working conditions for the delivery of high quality instruction to students.

We acknowledge working conditions have impacts on employees that impact our students. This Association's members along with FPESP, IUOE, PSE, Teamsters, and many other employees provide the labor that serves this community. Members choose to be here because this work matters, and our labor is valued. Therefore, conditions of that labor should be conducive to student success. Working conditions that include systems, procedures, due process, equity, and employee wellness are the conditions that promote better educational outcomes for students. The Franklin Pierce School District and the Franklin Pierce Education Association will partner to continuously improve those conditions with this agreement, while maintaining focus on the core reason for our partnership, which is to serve the needs of all students in a professional and caring manner.

DEFINITIONS

This Agreement is made and entered into this 1st day of September 2023, 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.

"Pre-Kindergarten" or "PK" refers to programs in which employees serve students who have not yet reached Kindergarten grades (Hewins Early Learning Center Certificated Staff.

“Transition Program” refers to the District’s 18-22-year-old transitional special education program (Endeavor).

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 (currently 180 days).

The terms “parent” and “guardian” may be used interchangeably throughout this Agreement and refer to a student’s legal guardian. Wherever applicable law distinguishes between “parent” and “guardian,” that law shall supersede the language of this Agreement.

The term “per diem” shall mean daily pay calculated by dividing one (1) by the number of days in the base contract (currently 1/180). 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	Association Dues and Representation Fees
Article 3	Rights
Article 4	No Strike/Lockout
Article 5	Administration/Association Communication
Article 6	Employee Representation on Instructional Materials 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 19	Safe Working Conditions
Article 22	Student Behavior Protocols and Discipline

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 – ASSOCIATION DUES AND REPRESENTATION

Section 2.1. Association Dues Deduction.
The Franklin Pierce Education Association (FPEA) is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement and upon the written authorization of members shall

have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the FPEA, WEA and NEA.

Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education. Per RCW 41.59.060, the District will rely on information supplied by FPEA/WEA regarding the authorization and revocation of deductions.

The deductions authorized by the above provisions will be made in equal amounts from each paycheck beginning the pay period of September or with the first month of employment should the employee be hired mid-year. The dues rate(s) shall not be subject to change during the school year.

It shall be assumed that employees who have a break in service with the employer of less than a year retain their membership, and dues deduction shall resume upon return, unless the employee has withdrawn their membership in writing to the WEA and the WEA in turn has notified the District.

On a monthly basis, the District shall transmit to the Association the membership dues which have been deducted in accordance with this Agreement.

Section 2.2. New Educator Induction/Orientation. The District recognizes the Association's legal right to encourage employees to become and remain members. The Association will be given thirty (30) minutes on the agenda, outside of duty-free lunch, during new educator induction/orientation to meet with all new employees. The date and time will be mutually agreed upon by the District and Association before the end of the previous school year. When employees are hired after New Educator Induction/Orientation, the District will provide their names and contact information to the Association in the regular monthly report.

Section 2.3. 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. Subcontracting shall be used as a solution of last resort and shall not be used as a cost-saving measure. This provision will not be construed to prohibit the District from contracting with online ALE providers that use certificated staff not employed by the District, provided that the District will provide notice and opportunity to bargain impacts upon request prior to entering into any such contract.

(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 mailboxes 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 4260.

(C) On a monthly basis the District shall provide the Association with an updated list of employees in the bargaining unit, as well as certificated substitutes, including names (first, middle and last), district identification number, addresses, landline and cell numbers (excludes unlisted telephone numbers), school email, personal email, work location assignments, employee description, hire date, start date, birthdate, and FTE. 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 regarding 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 release time up to a maximum of full-time release for one (1) year. The Association will notify the District by no later than June 30 of the amount of release time to be taken for the following year. If the release time is less than full-time, the FPEA President and the District will discuss the arrangements for the release time and reach a mutually satisfactory arrangement.

The Association agrees to reimburse the District for all salaries, benefits, and employee taxes for the employee granted such release time (pro-rated if less than full time release). The Association's payment to the District shall be made by June 30 following the release time.

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

Upon completion of the President's term, the President shall be reinstated to the same position vacated, if available. If that position is no longer available, the District, in collaboration with the outgoing President, will seek to determine a mutually agreed upon position that does not displace another employee.

Section 3.4. Rights of Certificated Employees.

(A) The District agrees that it shall not unlawfully discriminate against any employee or applicant for employment by reason of race, creed, ancestry, religion, color, marital or familial status, gender, sexual orientation, gender expression or identity, age, sensory, mental or physical disability, use of a trained guide dog or service animal, national origin, veteran or military status, housing status, or because of their membership or non-membership in employee organizations or in their exercise of other rights including union representation.

(B) The Association shall not unlawfully deny membership to any certificated employee in the bargaining unit because of race, creed, ancestry, religion, color, marital or familial status, gender, sexual orientation, gender expression or identity, age, sensory, mental or physical disability, use of a trained guide dog or service animal, national origin, veteran or military status, housing status, or because of their membership or non-membership in employee organizations or in their exercise of other rights including union representation.

(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. Teachers have the responsibility and authority to determine grades for their 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 the employee's 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 they 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, with the exception of representation rights guaranteed by statute. 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 their 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 their contract, they 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 their 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 ten (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 their 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.

(L) LETTERS OF DIRECTION

Letters of direction are non-disciplinary in nature and will be placed in an employee's personnel file, subject to subsection I, above.

(M) SHARED DECISION MAKING

The District and Association agree that shared and transparent decision making is important to our commitment to social justice and equity in the workplace and are committed to educators having representation in that process.

(1) Building Leadership Teams

The District and Association endorse the concept of shared leadership as the preferred manner in which to make many building decisions and/or recommendations to staff and principals. All BLT positions will be posted in-building before hiring and candidates shall be guaranteed an interview. The process for BLT selection will be done annually in the Spring no later than May 31. BLT representatives will serve a term of one (1) year which will begin and end on the last day of the school year.

(A) Building Leadership Team Composition

1) Building Leadership Teams will be composed of members representing various groups in the school community.

2) Secondary BLTs

a) High school BLTs shall include, but are not limited to, the high-school positions listed in Appendix D. All BLT positions will be posted in-building before hiring and candidates shall be guaranteed an interview. Additional opportunities for participation will be made available based on the needs of the school, staff interest, and available funding.

b) Middle school BLTs shall include, but are not limited to, the middle-school positions listed in Appendix D. Additional opportunities for participation will be made available based on the needs of the school, staff interest, and available funding.

3) Elementary BLTs

Elementary BLTs shall include but are not limited to the building principal or designee, one representative from each grade, one specialist representative, and one special programs representative (i.e., LAP, ML, Special Education), compensated in accordance with Appendix E. Additional opportunities for participation will be made available based on the needs of the school, staff interest, and available funding.

4) Early Learning Center BLTs

Early Learning Center BLTs shall include a certificated staff member. Additional opportunities for participation will be made available based on the needs of the school, staff interest, and available funding.

5) Staff not chosen as representatives may attend and observe BLT meetings. BLTs may include representatives from other associations and may include student and family participation by invitation of the BLT.

6) Staff selected as representatives on the BLT shall not serve more than two terms consecutively. In the event there would not be a representative from one of the grade levels/departments, or groups outlined above, a representative may serve additional, one-year terms.

(B) Building Leadership Teams Decision Making Process

1) Building Leadership Teams shall use consensus as the primary decision-making tool. Consensus is the decision-making process used to find the highest degree of agreement without dividing the participants into factions. In this process everyone in the group supports, agrees to, or can live with a particular decision. In this process consideration is given to all persons who are impacted by the decision (including staff members, families, students, and community members).

2) If the BLT is unable to reach consensus, a majority vote of two-thirds (67%) of the BLT is required for the decision to be made.

3) If the BLT is unable to reach a decision in Step 1 or Step 2 above, then the building principal may make a final decision after exhausting every reasonable effort to reach consensus.

(C) Responsibilities of the Building Leadership Teams

In service of improving instruction, family partnerships, social justice, and equity, Building Leadership Teams shall be responsible for the following, within District parameters:

1) BLT shall meet at least monthly.

2) Building class coverage plans shall be developed by the BLT. In developing class coverage plans, BLTs will use Article 32 to create their plans.

3) The Building Leadership shall review and provide direction, guidance, and make decisions regarding the creation and implementation of the following: student-led conferences; advisory structures; and building-directed professional development.

4) The Building Leadership Team may discuss and provide input on school safety plans, master schedule, and other topics as needed.

5) BLT agendas will be distributed to all staff at least 24 hours before the meeting and minutes will be distributed within 48 hours after the meeting. This does not preclude agenda items from being added by the BLT.

6) The buildings' budgets must be provided and discussed with the BLT three (3) times per school year. This should include stipends (per Appendix E) budgeted and allotted for all building-based activities, sports, and programs. A copy of these budgets must be provided to the Association.

(N) RIGHT TO EQUITY
The District and Association agree that "equity" is defined as the policy and practice to eliminate the predictability of outcomes and opportunities for historically minoritized individuals and groups. In service of equity, the District strives to ensure that working conditions and its systems affirm the diversity of its community, challenge historical injustices, and facilitate access and opportunity for success.

Section 3.5. Association Rights.

(A) Anonymous certificated employee exit survey data, if available, will be provided annually to the Association upon request.

(B) The District will invite the Association to appoint a member on at least the following teams and committees, if such committees continue to meet: the District Strategic Planning Advisory Teams, District Safety Committee, Staff Survey Committee, District Equity Team, Technology Advisory Committee, and Bias Reporting Team.

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 designee shall meet with the Superintendent or 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 need to be rescheduled but will not be canceled without agreement.

ARTICLE 6 -- REPRESENTATION ON INSTRUCTIONAL MATERIALS COMMITTEE

The teachers of each K-12 building may elect a teacher to serve on the Instructional Materials Committee. The three (3) year position will be announced to all teachers and remain open for at least two (2) weeks. If more than one teacher applies for the position, then the BLT will vote to elect the position. If no teacher applies for the position, then a teacher from another grade-level alike school, following the same application process, may take the position for a one (1) year term. If a building is unrepresented on the team, then the position will be re-opened annually by the same process. The intent of this group is to have a diverse group of representation across grade levels, content areas, and teacher representation. If the IMC is considering adoption of materials for early learning, the District will invite an employee from the ELC to participate.

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 or the Association 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 their 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 their own behalf.

The Superintendent or 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 their 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 their 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 their regular assignment, they 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 for a successful resolution.

Section 7.11. No Reprisals. There shall be no threats or reprisals of any kind by the Association 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 involvement or non-involvement in the grievance procedure. This provision does not limit the right of either party of the Arbitrator to subpoena witnesses.

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 year 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 (currently 1/180.

Section 8.2. Workday.

(A) Normal 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.

(B) Modified Workday. Building 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).

Modified Work Day Options (7.5 hour total) *with 30 minute lunch			
Option 1 30/30	.5 (30 minutes) before	6.5 Hour School Day*	.5 (30 minutes) after
Option 2 15/45	.25 (15 minutes) before	6.5 Hour School Day*	.75 (45 minutes) after
Option 3 45/15	.75 (45 minutes) before	6.5 Hour School Day*	.25 (15 minutes) after

(C) Building Flex Time for Staff / Committee Meetings
Principals, in collaboration with Building Leadership Teams, may also use flex time to schedule staff and/or committee meetings totaling up to two (2) times per month by adding up to fifteen (15) minutes to the number of minutes before or after school based on the options in Section (B) above. This allows a one (1) hour meeting if combined with forty-five (45) minutes of flex time.

(D) PLCs
Early release time shall be devoted to PLC/collaboration except for professional development, coordinated with TLS, that enhances PLC/collaboration work. Two (2) early release days per year will be designated as teacher-directed time. The purpose, content, facilitation and scheduling for the PLC meetings shall be determined by the PLC, within guidelines and note-taking structures established by the Building Leadership Team. Professional development shall occur on no more than four (4) of these days per year. When a PLC time will be used for the above listed professional development, an agenda for the meeting shall be shared in advance.

Section 8.2.1 Because of transportation and scheduling, the staff at the Early Learning Center are required to work an 8-hour day to provide two sessions of instruction for preschool students. To compensate for this additional time four days per week, the ELC staff will only be required to work a five and one-half (5.5) hour day on Wednesdays. This provision only applies to the ELC staff and will be reviewed by the Association and District on an annual basis.

Section 8.3. Planning Periods.

(A) Secondary Planning Periods

(1) Secondary teachers will be provided continuous minutes of teacher-controlled planning time each day, according to the following table. This time shall not be scheduled during the thirty (30) minutes before and after school and thirty (30) minute duty-free lunch period.

Teacher Controlled Planning Time: Secondary - 6 Period day				
Schedule	Normal 6 Period Day	6 Period Day w/PLC (90-minute Early Release)	6 Period Day 3.5 Hour Early Release	6 Period Day 2 Hour Late Start
Number of Minutes	50 continuous min	40 continuous min	25 continuous min	Length of shortened class period
Teacher Controlled Planning Time: Secondary – 5 Period day				

Schedule	Normal 5 Period Day	5 Period Day w/PLC	5 Period Day 3.5 Hour Early Release	5 Period Day 2 Hour Late Start
Number of Minutes	65 continuous min	40 continuous min	30 continuous min	Length of shortened class period
Teacher Controlled Planning Time: Secondary - 4 Period A/B Day				
Schedule	Normal 4 Period Day	4 Period Day w/PLC	4 Period Day 3.5 Hour Early Release	4 Period Day 2 Hour Late Start
Number of Minutes	75 continuous min	60 continuous min	40 continuous min	Length of shortened class period

(2) Secondary Planning Period Buyout Compensation.

In those circumstances when a teacher is requested by an administrator and agrees to teach an additional class during their 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 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. For buildings on an A/B schedule (4 period day, 8 period two day total), having one (1) planning period bought out for one (1) school year equals 1/8 (one-eighth) of the teacher's salary. (Note: this does not apply in those situations where a substitute is not available, and a teacher gives up their planning period to cover the class.)

(B) Elementary Planning Periods.

(1) Elementary teachers (including LAP specialists, special education teachers, and specialists) will be provided continuous minutes of teacher-controlled planning time each day, according to the following table. This time shall not be scheduled during the thirty (30) minutes before and after school and thirty (30) minutes duty-free lunch period. On a normal workday (i.e., no early release), additional planning time will be provided when the employee's class is at a regularly scheduled 15-minute recess provided.

Certificated Controlled Planning Time: Elementary			
Normal Day	Normal Day w/PLC	Normal Day w/3.5 Hour Early Release	Normal Day w/2 Hour Late Start
45 continuous min	30 continuous min	25 continuous min*	Length of shortened specialist period

*Alternatively, BLTs may adopt an alternate plan that allows three sections to have a full forty-five-minute planning period on a rotating basis during each of the 3.5-hour early release days.

(C) Elementary Planning Period Buyout Compensation. In the case of an elementary teacher who teaches class during their 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.

(D) Hewins Early Learning Center certificated staff will be provided with weekly planning time that is at least equivalent to the amount of time provided to elementary teachers. This shall include forty-five (45) minutes of employee-directed planning time (uninterrupted, when possible) during the student day on days when students attend. Thirty (30) minutes at the end of the day, after student dismissal shall be considered team-directed planning time on days when students attend.

(E) The eighteen to twenty-two (18-22) year old transitional Special Education program (Endeavor) certificated staff will be provided with at least fifty (50) continuous minutes of teacher-controlled planning time daily. This time shall not be scheduled during the thirty (30) minutes before and after school and the thirty (30) minute duty-free lunch period.

(F) 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. 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.

(G) Meeting requests with administrators during any teacher-controlled planning time may be scheduled at other times at the request of the teacher.

(H) 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.

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

Section 8.4. Advisory/Navigation. The District must provide funding, guidance and curriculum recommendations and OSPI guidance prior to the school year of Advisory/Navigation planning to the Building Leadership Team and Advisory/Navigation Coordinators. Training and collaborative time dedicated to Advisory/Navigation shall be provided on an annual basis during paid time to staff who are expected to deliver Advisory/Navigation materials. Employees shall have input on the implementation of Advisory/Navigation training and materials. Advisory/Navigation materials shall be available on District technology platforms. Employees teaching Advisory/Navigation shall only be required to contact the guardians of students not completing the Advisory requirements. Subject matter teachers are required to contact guardians of students failing in their classes.

Advisory/Navigation educator. It is understood that Advisory/Navigation coordinators are expected to prepare and provide materials at least 72 hours in advance.

Section 8.5. Leaving School Premises. Certificated employees may leave the school premises during the workday only with the expressed prior approval of an administrator or 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. Both parties recognize that facilitating student learning is the primary duty of certificated educators. At times, student supervision, outside of the classroom may be required as well. With that in mind, employees shall accept equitably distributed non-teaching duties during the workday 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.

Counselor and social worker supervision duties will be equitable to other staff in buildings.

If a certificated employee in a building is assigned to temporarily substitute for the principal in their absence, such employee shall be paid an amount equivalent to the per diem rate at step one of the principal's salary schedule, if greater than the employee's per diem, 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.

Each school's Building Leadership Team (BLT) will determine the specific parameters around when conferences will be offered. In the event that a BLT decides that conference times shall be offered beyond typical contract hours (i.e., late afternoon/evening conferences), those hours shall be flexed from other hours within the same week. For example, if a BLT schedules conferences that extend a working day by three (3) hours, those three (3) hours shall be subtracted from another day in the same week. Should an employee need special accommodations in scheduling conferences (e.g., for reasons of a religious practice or in district coaching responsibilities), their administrator shall collaborate with them to find available time to offer enough conference slots within a reasonable period of time.

Section 8.8. Base Pay and Enrichment (Professional Development) Pay

(1) Base Pay

The Base Pay 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, occasionally and within reason, engage in activities beyond the base contract and the contracted work day.

(Note: Compensation that was previously provided under a supplemental contract for the following professional responsibilities is now compensated in regular salary, beginning in 2018-19.)

By accepting this salary, staff specifically agree to attend up to four (4) required District Meetings and three (3) required evening events. Evening events shall not be scheduled during conferences. Additional optional evening events may be planned by BLTs. If additional evening events are required for certain employees (e.g., FAFSA night, awards night, etc.), and if no additional days or flex time (i.e., for counselors) are available to be used for this purpose, timesheets shall be provided, and time shall be compensated at the per diem rate.

In addition to the required meetings above, the District may offer additional optional professional development to staff. The District will provide staff the opportunity to earn clock hours for their time spent in such professional development.

District-level required meetings shall be approximately 1.5 hours or less. Staff are responsible for signing in to demonstrate attendance. The Teaching and Learning Department will publish a training calendar prior to the first day of Summer Professional Development week that includes all professional development opportunities planned for the coming school year; provided that this does not prohibit adding optional opportunities later in the year. Topics for fall and winter Professional Development days will be published at least four weeks prior to the scheduled Professional Development Day. 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. Buildings will publish a calendar listing the dates of evening events by September 15th of every year.

The time necessary to fulfill any one employee's other responsibilities may vary from that of another employee, 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.

If any employee is required to attend meetings (other than staff meetings) outside of their regular work day (including, but not limited to, IEPs, 504s, etc.) 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. This provision may not be used to extend the employee workday for staff meetings beyond the extension of the workday allowed by Section 8.2, above.

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) Enrichment – 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 days scheduled prior to the start of school, one day will be scheduled as onsite preparation time. One half of this day shall be designated as self-directed time. The other half of this day shall be used for SafeSchools training. 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 practical and relevant to the employee's current assignment and enrich the District's educational program. Staff may submit an alternative training proposal to the appropriate administrator for possible approval at least 3 weeks prior to the upcoming Professional Development Day. In the event that the District does not release list of topics for an upcoming Professional Development Day four (4) weeks in advance, staff may submit an alternate training proposal within ten (10) days of the publication of the list of topics.

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 be included in all Professional Development Days and will be eligible for the full Professional Development Stipend. Staff who are hired after the first Professional Development Day shall be included in all remaining Professional Development days and shall receive the equivalent portion of the Professional Development stipend. An employee who does not work each of the six (6) 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. ESA Stipend. If the State funds a stipend for national board-certified teachers, the District will compensate speech and language pathologists, occupational therapists, physical therapists, social workers, audiologists, 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, less the $2300 incentive stipend provided in Section 25.5.2., excluding the poverty bonus. See below:

- Speech and Language Pathologists: ASHA – American Speech-Language-Hearing Association – Certificate of Clinical Competency for Speech-Language Pathology (CCC-SLP)
- Occupational Therapists: NBCOT – National Board for Certification of Occupational Therapy
- Psychologist: NCSP – Nationally Certified School Psychology
- Physical Therapists: NPTE – The National Physical Therapy Examination
- Social Workers: NASW – National Association of Social Workers Academy of Certified Social Workers
- Audiologists: ASHA – American Speech-Language-Hearing Association – Certificate of Clinical Competency for Audiology (CCC-A)
- Orientation & Mobility Specialists – COMS – Certified Orientation and Mobility Specialist

ELC staff who are nationally board certified shall receive the poverty bonus to the extent funded by the state.

Section 8.10. WA Kids Testing. WA Kids testing for incoming Kindergarteners will occur over the OSPI-recommended assessment period. If teachers are required by the District to enter data collected from WA Kids testing, the teacher may select either release time or compensation at their per diem rate.

Section 8.11. CTE Workload. The District and the Association recognize the added workload that CTE employees must complete to be in compliance with federal and state funding guidelines. CTE employees will be provided an Extra Work Timesheet and paid at per diem for the following duties:

- CTSO paperwork and compliance
- Framework Revisions
- Advisory Board Meetings and organization

The following duties are recognized as being within the scope of CTE teacher duties covered by the professional salary provided to CTE employees; however, the CTE Director may authorize additional compensation for these duties in circumstances where the time and effort required becomes excessive:

- Work Based Learning Classroom Reporting
- Organizing and supervising field trips
- Inventory management
- Laboratory management
- Program Evaluations

All CTE employees who are required to maintain valid CPR and First Aid certificates will be provided appropriate classroom safety training and hazardous materials training, specific to their course, at no cost. The District will provide training multiple times a year during contracted, non-student time, or as compensated time outside the workday via an Extra Work Timesheet.

When students qualify for competitions related to CTE student clubs, the District will pay the travel costs (including travel, food and lodging) for advisors who are pre-approved by the CTE Director to attend the competition. Additional compensation will be paid to each advisor for the student supervision required for competitions, as pre-approved by the CTE Director:

- Student day – release time with no loss of pay, plus per diem rate of pay for each contact hour beyond the normal workday, up to eight (8) hours.
- Non-student day – per diem rate of pay for each contact hour up to sixteen (16) hours.

Section 8.12. New CTE Employees. The District recognizes that new CTE employees may enter education needing added support to transfer from industry. Therefore, the District

in collaboration with the CTE Director shall provide the following supports to new CTE employees with fewer than two (2) years in the District:

- Training on compliance records during paid district training.
- Curriculum or curriculum training at no cost to the employee. Any training after contract hours must be paid at per diem.
- A clear timeline for ordering supplies and materials for classes and additional time for staff hired after the June 1st supply list cutoff.
- 50% tuition reimbursement for CTE Certification Programs upon each course completion.
- Lesson planning assistance provided by a district teacher mentor, administrator, or other appropriate personnel.
- Training on substitute plans, unit planning, standards-based grading, student behavior supports, professional obligations, and evaluations.

If a CTE employee is provided an extension for CTE Certification, tuition reimbursement shall continue through the duration of that certification process.

Section 8.13. CTE Budget Transparency. CTE employees shall have the ability to review the budget for their program and request additional funds with rationale for student or employee needs.

ARTICLE 9 -- EQUIPMENT, MATERIALS, TECHNOLOGY AND REQUIRED CERTIFICATION

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.
(Note: Existing special education designated printers shall be supported through end of their technology life cycle. As these printers are phased out, the District will make tools and training available to ensure e-signature and other digital options are utilized by special education staff.)

Section 9.4. All students and employees 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 employees. ESAs shall have a designated

space with a desk, a secure area to keep student files and an appropriate space at the worksite to work with students that includes a window into all spaces in which staff work with students. In addition, all employees shall have ready access to supplies that aid in day-to-day work and student academic growth.

Section 9.6. First Aid and CPR. If First Aid and CPR is required for a position, the District will provide the training and cover the costs of any necessary certification fees. Employees providing the training shall be paid at their per diem rate for the hours of training plus four (4) additional hours for preparation, set-up, and clean-up.

Section 9.7. Technology Training and Support. Annually, the District shall provide new staff training for District technology applications, forms, network usage guidelines, gradebook, and/or educational technology tools. Returning staff shall have the option to opt-in for such trainings (and will receive clock hours for time spent in training). Practical (optional) training, designed by and/or in collaboration with TLS, will be available upon request for applications and tools.

Laptops with styluses or stylus capabilities will be provided to employees upon request without cost to the employee.

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 their 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 their building administrator of their interest.
(B) Employees interested in a posted position may submit a letter of interest and click apply in the application system 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, qualified employees who have the required endorsement(s) shall be given the opportunity to interview for vacancies for which they have applied.

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 they are 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 each day, 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 two (2) days 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 11 – EVALUATION OF EMPLOYEES

Section 11A -- INTRODUCTION

Section 11A.1. -- PURPOSE

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 persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

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 their performance."

Section 11A.2. -- PROCEDURAL COMPONENTS OF EVALUATION

Regardless of the evaluation model/form and criteria applied, the following provisions are afforded to all teachers and certificated support personnel in the evaluation process. The Employee may elect to invite a mentor, member of the grade level team or department, or any other certificated employee who is available at the time of the conference and willing to participate.

(A) Notification.

Each teacher and certificated support personnel 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 TPEP comprehensive or focused evaluation or a non-TPEP certificated evaluation. 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.

(B) Responsibility for Evaluation.

(1) Within each school or department, the principal or 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 their evaluator. The administrator responsible for the evaluation shall sign the evaluation, although they 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 instructional 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. The observation 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 their personnel file. 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.

(C) 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.

(D) 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.

(E) 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.

(F) Evaluation Observation Conference.
For pre- and post-observation conferences, teachers shall have the option of conferencing with the evaluator in the classroom.

(G) Evaluation Conference. Within fifteen (15) days following receipt of the evaluation report or following receipt of the Written Observation Report, the employee may request a confidential conference with the responsible evaluator for the purpose of reviewing the observation or evaluation reports. Such conference shall take place within five (5) 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 their personnel file.

(H) Representation at Conferences.
The Employee may elect to invite a mentor, member of the grade level team or department, or any other certificated employee who is available at the time of the conference and willing to participate.

(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.

(J) Transferred Employees. If an employee is transferred within the school year to another position not under the supervisor's jurisdiction, a conversation shall take place between the previous and new evaluators, to determine how to best proceed in such a wat to allow the employee to continue to show growth before a final evaluation is completed.

(K) Resigned or Terminated Employee/Employee on Leave. If an employee resigns or is terminated during the school year or takes a long-term leave that will extend to the end of the school year, a final evaluation shall be completed, when possible, prior to their final date of employment. If no evaluation is possible, the evaluator may note in the file that a final evaluation was not possible due to the employee's unique circumstances. Specific medical information should not be included in such a notation.

Section 11A.3. Plan of Assistance and Probation.

(A) Plan of Assistance (POA): An employee may be placed on a plan of assistance if their evaluator finds that the employee needs assistance in attaining proficiency in one (1)

or more of the standards. An employee may be placed on a POA at any time, provided that if it is anticipated that an employee will be placed on a POA at the beginning of a school year the employee will be informed of their placement in this program no later than the last day of school for the previous year. Employees 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.

(B) Probation: An employee may be placed on probation as described in Article 12, below.

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

Section 11B.1. Introduction.

The intent of this Article 11 is to implement RCW 28A.405.100 and WAC 392-191A regarding evaluation of 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."

For the purpose of this article, the term "teacher" does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other employees who do not work with regularly recurring and specifically defined groups of students. Those employees who do not meet this definition will be evaluated under the evaluation system defined in Section 11C of this agreement.

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 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 EdTPA 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

Unsatisfactory practice: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

Basic Practice: Professional Practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to a lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers or principals early in their careers but insufficient for more experienced teachers or principals. This level requires significant support.

Proficient practice shall mean teaching practice that shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

Distinguished practice shall mean teaching practice, that is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of an average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practices.

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 small group 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 M.

(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 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) Teachers with preliminary rating of distinguished with low student growth rating will receive an overall proficient rating.

(2) Teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry pursuant to WAC 392-191-010.

(3) 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 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; and/or

(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; and/or

(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; and/or

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

Section 11B.4. Applicability.

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

Section 11B.5. Professional Development.

The District will offer at least six (6) hours of TPEP professional development to teachers new to the profession or to the Danielson Framework. 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 per diem rate.

Section 11B.6. Procedural Components of Evaluation.

(A) Teacher Self-Assessment:

Prior to the Pre-Observation Conference, the teacher shall complete a Self-Assessment in eVAL but are not required to share the results with their evaluator.

(B) Student Growth Goal Setting:

A goal setting conference to establish a plan for student growth goals shall be held by October 31 or within sixty (60) days of commencement of work if a teacher's start date is after the first day of school. Prior to the goal-setting conference, the teacher should complete the Self-Assessment in eVAL or any other prompts or documents. At the conference, the teacher and evaluator shall discuss student growth measures and student growth goals to be used for that year's evaluation. The goal itself does not need to be submitted in this meeting. The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG 3.1, SG-6.1 and SG-8.1 may be the same goal.

(C) 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.

(D) Effect of Previous Score

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

(E) 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) Criteria:

A Comprehensive Evaluation will include evaluation of all eight (8) state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

(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 (30) minutes during the first ninety (90) calendar days of the new employee period.

(2) 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.

(3) Each observation should occur no later than ten (10) calendar days after a pre-observation meeting.

(4) In accordance with WAC 392-191-040, the evaluator will document each formal observation and provide copies to the employee within three (3) days.

(C) Post-Observation Conference:

A post-observation conference may be held at the request of either the employee or the evaluator. Each teacher will have the opportunity for a minimum of two (2) confidential conferences during each school year with their principal or principal's designee either:

(1) Following receipt of the written observation 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 teacher to aid in the assessment of the teacher's professional performance against the instructional framework rubrics.

(D) Comprehensive Evaluation Report:

(1) No later than May 10th 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 to indicate receipt of the report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. Teachers shall have the right to attach additional comments or a rebuttal to observation reports and final annual evaluations.

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 (Proficient) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one (1) of the eight (8) 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 teacher shall not be moved from a focused to a comprehensive evaluation due solely to evidence gathered on the selected criterion of focus during the teacher's first year focusing on that criterion area. The intent of the carry-over score is to allow teachers to grow by trying new and potentially innovative strategies in a selected area. This process of growth may include pushing oneself in new ways, which can be risky and must feel safe to a teacher focused on growing their practice.

(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 teacher may include the observation of duties that occur outside of the classroom setting. (WAC 392-191A-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 documented by the evaluator.

(E) The teacher will sign two (2) copies of the Comprehensive Evaluation Report to indicate receipt of the report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.

(F) 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., 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.

Pursuant to RCW 28A.405.100(4), 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 teacher's work is not judged satisfactory and must be placed on probation. Not satisfactory shall be defined as provided in RCW 28A.405.100(4)(a), and means:

(A) Level 1: Unsatisfactory – Receiving a comprehensive evaluation performance rating of 1 is not considered satisfactory performance for any teachers; or

(B) Level 2: Basic – If the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) 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 (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2 (Basic) (i.e., an unsatisfactory rating). The purpose of the probationary period is to give the employee the opportunity to demonstrate improvements in their 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 teacher must be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 (Basic) or above for an employee with five (5) or fewer years of experience, or of level 3 (Proficient) or above for a continuing contract employee with more than five (5) years of experience.

The evaluator may authorize one (1) additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving their 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 28A.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 their assigned duties.
  (3) To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.

(4) To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.

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

ARTICLE 11C -- EVALUATION OF EMPLOYEES NOT COVERED BY TPEP

Section 11C.1. Introduction. Certificated employees who are members of the bargaining unit (collectively referred to as "employees" herein) and who are not “teachers” as defined in Article 11B, Section 4 Applicability, shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Employees who meet the definition of “teachers” set forth in Article 11B, Section 4 Applicability will be evaluated as set forth in Article 11B.

Section 11C.2. Applicability.
Certificated Employees not covered in Article11B shall be evaluated in accordance with the process in Sections 11C.3 through 11C.4. Certificated Support Personnel shall be evaluated in accordance with the criteria in Section 11C.5. Counselors shall be evaluated in accordance with the criteria in Section 11C.6. Librarians shall be evaluated in accordance with the criteria in Section 11C.7. Other educational staff associates will use the evaluation criteria described below in Section 11C.8.

Section 11C.3. Procedural Components of Evaluation Not Covered By TPEP
There are three (3) evaluation programs for employees not covered by TPEP, including the following:

(A) Long Form: Employees new to the profession will be evaluated using the long form evaluation for four (4) years. After four (4) years, teachers will move to the professional growth program and every six (6) years will also be evaluated using the long form evaluation. Experienced employees who are new to the District or new to the position will be evaluated using the long form evaluation for one (1) year. After one (1) year they will move to the Professional Growth Plan (PGP) or Short Form Evaluation and every six (6) years will be evaluated using the long form evaluation. Long form evaluations must be signed by the employee no later than May 10.

An employee may elect to return to the long form of evaluation more often than once every six (6) years by informing their administrator in writing by December 15. An administrator may elect to return an employee to the long form of evaluation by informing the employee in writing by December 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.

(1) 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 10 of each year (should May 10 fall on a non-working day, the last working day prior to May 10 shall be used).

(2) Minimum Observation Criteria. During each school year the long form evaluation is used, each employee shall be observed in the performance of their 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.

(3) Observation Report. 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 within three (3) working days.

(4) 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.

(B) The Professional Growth Plan (PGP) is an employee-based evaluation wherein the employee self-assesses their skills, sets individual goals linked to one (1) or more of the evaluative criteria, and then assesses their progress toward these goals: An employee with at least four (4) years of satisfactory evaluations may participate in the professional growth program every year. If an employee chooses not to participate in the PGP, the employee will be evaluated using the short form or long form process. Each year, the employee will complete the Self-Reflection, Individualized Growth Plan, and Growth Plan Review. Employees are encouraged to work in teams, including department groups, grade levels, or other groups.

(1) The Self-Reflection is a form employees use to self-assess their skills (Appendix J) and must be completed by September 30 of each year. An employee does not need to share the results with their evaluator unless they choose to do so.

(2) The Individualized Growth Plan is a form employees use to establish their personal goals (Appendix J) and must be completed and provided to the evaluator by October 15 of each year. The employee 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 employees use to assess progress towards their goals (Appendix J) and must be completed and provided

to the evaluator no later than June 1 of each year. The employee and evaluator must meet to discuss goal accomplishment and review documentation no later than the last day of school.

(4) Evaluation Report: The employee will sign two (2) copies of the yearend Personnel Evaluation Report to indicate receipt of the Report. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents. The employee may attach written comments to observation reports and to the final annual evaluation report.

(C) Short Form: After four (4) years of satisfactory evaluations, the employee may utilize short form evaluation, 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 within the job category and based on at least two (2) observation periods during the school year, totaling at least sixty (60) minutes without a written summary of each observation being prepared.

3) Short form evaluations must be signed by the employee no later than May 10.

4) The long form evaluations process set forth above shall be followed at least once every six (6) years. An employee may elect to return to the long form of evaluation more often than once every six (6) years by informing their evaluator in writing by December 15. An administrator may elect to return an employee to the long form evaluation by informing them in writing by December 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.

(D) Evaluation Report: The employee will sign two (2) copies of the yearend Personnel Evaluation Report to indicate receipt of the Report. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents. The employee may attach written comments to observation reports and to the final annual evaluation report.

Section 11C.5. Standards and Indicators for Observation and Evaluation of Certificated Support Personnel.

The Standards and Indicators for Certificated Support Personnel Evaluation form the basis for the evaluation process, including the Self-Reflection, the Individualized Growth Plan and the Evaluation. There are six (6) standards, including:

(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 the Work Day

Section 11C.6. Standards and Indicators for Observation and Evaluation of Educational Staff Associates

The Standards and Indicators for Educational Staff Associates form the basis for the evaluation process, including the Self-Reflection, the Individualized Growth Plan and the Evaluation. There are six (6) standards, including: The observation and evaluation of Educational Staff Associates and other certificated support personnel will include the following:

(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 the Work Day

Section 11C.7. Standards and Indicators for Observation and Evaluation of School Counselors

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

(I) 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 (4) levels of performance to inform a professional discussion and suggest areas for further growth.

Section 11C.8. Standards and Indicators for Observation and Evaluation of School Librarians (Information Technology Specialists)

The Standards and Indicators for School Librarians form the basis for the evaluation process, including the Self-Reflection, the Individualized Growth Plan, and the Evaluation, all of which are included herein as Appendix N. There are four standards, including:

(1) Planning and Preparation
(2) Environment
(3) Delivery of Service
(4) Professional Responsibilities

The indicators describe and explain each standard. Each indicator has four (4) levels of performance to inform a professional discussion and suggest areas for further growth.

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 their 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 their 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 their 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 their 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 their 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 the employee has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in their 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

Employees in 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), shall be Provisional Employees. 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 13.1. Agreements and Practices.

(A) Mutual Goal

To recruit, train, support, and retain a diverse and highly skilled staff that reflects, validates and responds to the students we serve.

(B) Mentor Support

(1) Subject to the allocation of funds from the Office of Superintendent of Public Instruction (OSPI) to the District for the specific purpose of funding the Beginning Educator Support Team (BEST) Mentor Program, beginning teachers will be provided mentors as outlined in RCW 28A.415.265.

(a) First year special education teachers will be provided a mentor with special education program experience and expertise.

(b) First year CTE teachers will be provided a mentor with CTE program experience and expertise.

(2) The District shall provide access to trained mentors of color (e.g., Nakia, ECLC) to cultivate additional networks of optional, supplemental support for provisional staff of color.

(C) Trainings

(1) District required trainings for provisional staff will be provided on contracted or enrichment time.

(2) Training may replace other District or building required training to meet the specific needs of provisional staff.

(D) Induction

All induction training prior to the first contracted day will be compensated in accordance with the extra pay schedule.

Section 13.2. Evaluation. Provisional employees shall be evaluated as described above in Article 11 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. Observation. 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 so the employee may inform the evaluator of the objectives of the lesson and method and materials to be used. Third-year provisional employees shall be observed three (3) times for at least a total of 90 minutes as required by RCW 28A.405.100.

Section 13.4. Notice of non-renewal shall be given by May 15, or by such other date as shall be provided by law. As a general practice, employees facing potential non-renewal will be notified of this possibility with time to be provided with support to correct any concerns.

Section 13.5. 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 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 provide feedback on substitutes.

ARTICLE 15 -- EVALUATING PEERS

Employees shall not be required to evaluate other certificated staff or substitutes, however feedback or input of employees may be sought for the purpose of evaluating paraeducators.

ARTICLE 16 -- TERMINATION

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. Categories for retention will be established at the pre-school through elementary, and secondary levels based upon the endorsement required for each position. These categories will follow the Endorsement and Assignment Table published by the state.

(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.

(D) 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 for which they are qualified by virtue of certification and endorsement, unless the employee designates in writing to the Superintendent or designee, that the employee does not wish to be considered for retention in a particular category. To be retained, and employee must meet any other state or federal legal requirements for hire into the position.

(E) All written designations for exclusion from additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or 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.

(F) 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, via email or other agreed means, a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify their 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 their 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. It shall be the responsibility for each certificated employee placed in the employment pool to notify the Superintendent or 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. The District will provide the Association with a list of employees in the employment pool annually on or before February 1.

(B) 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 US mail to the last known address and by electronic mail to the employee's last-provided email address. Such individual shall have ten (10) calendar days from the date of the letter and email were sent to accept the position. An individual may refuse the first offer of a position but if they refuse to accept a second offer of a position, such individual shall be dropped from the employment pool, provided the position offered was of equivalent FTE to the prior position held.
When a certificated employee is recalled pursuant to the provisions of this Paragraph B, said employee shall be granted the experience, days of accumulated sick leave and seniority accrued at the time of layoff, or such different amount of accrual as may be applicable due to subsequent employment with another Washington school district or other qualifying employer.

(C) While in the employment pool, a certificated employee may, at said employee's option, be eligible for self-paid continuation of SEBB benefits to the extent provided by SEBB rules and regulations and provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

(D) 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.

Section17.5. 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 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 conditions, 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. In such instances, should an employee feel that they need to take leave for a day to avoid or recover from threatening behavior, personal or sick leave (including shared leave if eligible) shall be available.

In specific circumstances, when it is agreed that an employee needs to stay away from their assigned worksite for their own safety, the Employee's absence for this day shall not count against their accrued leave balances.

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, IHPs, and 504 plans shall be provided to employees required to provide services or accommodations as soon as such records are available, when students change classes, or upon educator request.

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. OT/PT Staff working with such equipment will be contacted when safety checks are completed. The District will make reasonable efforts to secure heated, ventilated equipment storage space and work areas at each worksite 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, or is found in disciplinary or adjudicative proceedings to have committed any offense under RCW 9A.36 – Assault – Physical Harm, RCW 9A.40 – Kidnapping, Unlawful Imprisonment, Custodial Interference, Luring, Trafficking, and Coercion of Involuntary Servitude,

RCW 9A.46 – Harassment, or RCW 9A.48 – Arson, reckless burning, and malicious mischief when the act is directed towards the employee, the student shall be disciplined according to District policy and due process, and the employee, at their option, may request that the student be reassigned to another class or caseload, in accordance with WAC 392-400-810 as not existing or as may be hereafter amended.

(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 provided that such rules are consistent with District policy. 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, or who engage in unwanted physical aggression towards an employee not covered as assault in Section 19.7(B) shall be disciplined according to District policy and due process. The employee may request that the student be removed from the employee's classroom or caseload. In the event that the student is not moved within five (5) working days, the building administrator will meet with the employee and create a mutually agreed upon plan for support and incident response. Communications from threatening parents shall be restricted. Conferences with threatening parents shall be conducted with at least one administrator present.

(E) Students who knowingly make false, obscene or defamatory depictions of or claims against an employee or to include an employee's image without 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 or caseload.

(G) Building administration will meet as soon as possible with individual employees who experience any of the instances named in this Section, to create plans of support for the employee, and any necessary behavior supports for the student(s) or classroom(s) impacted. If the issue is not resolved at the building level, employees may bring concerns related to any issue covered in this Section to the regular Labor Management meetings by making the District or Association aware of the concern and asking that it be placed on the agenda for discussion by District and Association representatives.

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 Culture & 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. The District shall take actionable steps in collaboration with the Association to remedy climate and culture concerns.

The District and Association will work in collaboration to provide a climate and culture survey at least annually. This survey will include questions on whether the employee's evaluation process helped them grow as an educator. This survey is to be filled out during the contracted workday and employees must be given an administrator-free space to complete the survey. The Association shall be included on the survey team. The District must publish the results of the survey to all employees and the Association. The survey will be anonymous.

Section 19.10. Infectious Disease Outbreak

Employees are expected to provide documentation of vaccinations or immunity to measles, mumps, and rubella as set forth in Policy No. 6512. If there is an outbreak of infectious disease, the District and Association will meet to determine how to address impacts on employees, on a case-by-case basis.

Section 19.11. Infectious Disease Response.

In the event that federal, state, and/or local health authorities introduce policy requiring staff to quarantine/self-isolate for any period of time, the District will meet with the Association upon request to discuss any agreements that may be appropriate to the situation.

Section 19.12. Inclement Weather or Emergency Late Start.

In cases of delayed school starts due to inclement weather, or other emergency, employees shall arrive as soon (and as safely) as possible.

ARTICLE 20 -- ADA ACCOMMODATIONS

Section 20.1. Providing ADA Accommodations

The District shall provide reasonable accommodation to employees with disabilities under the guidelines of the Americans with Disabilities Act. Information on the ADA can be found online at the following link, or from the District's Human Resources office: https://www.eeoc.gov/fact-sheet/facts-about-americans-disabilities-act.

Section 20.2. ADA Accommodation Implementation

The District shall engage in an interactive process with employees as required by law to determine eligibility for, develop, and implement reasonable accommodations for

employees with disabilities. The District will work to timely address any concerns raised by employees regarding the effectiveness or implementation of planned accommodation.

Employees seeking reasonable accommodation shall, upon request, have the right to be accompanied or assisted by an Association representative at meetings held to discuss requests for accommodation.

Section 20.3. ADA Accommodation Leave

The District shall allow employees to access accrued sick or personal leave for required appointments connected to their disability. Shared sick leave may also be available to a current member of the uniformed services or a veteran who is attending medical appointments or treatments for a service connected injury or disability, as set forth in WAC 392-136A-030.

Section 20.4. Complaints

The contractual grievance procedure shall not be used to address alleged violations of the ADA or failure of reasonable accommodation. Such concerns may be addressed through the interactive accommodation process required by the ADA, through District policy and procedure, or through investigation and resolution by appropriate state or federal agencies.

ARTICLE 21 -- 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 a request should be made as soon after July 15 as possible.

ARTICLE 22 -- STUDENT BEHAVIOR PROTOCOLS & DISCIPLINE

Section 22.1. Building Support for Student Behavior Protocols and Discipline.

The District shall consider and reasonably respond to a certificated employee's request for assistance with student behavior support problems. For purposes of this Agreement, “student behavior support” shall include but is not necessarily limited to procedures referred to as “student discipline” in WAC 392-400 and other state laws.

In alignment with District policies, procedures and the district discipline matrix, the District shall support employees in their effort to maintain positive student behavior and shall respond as soon as possible to a certificated employee's concerns regarding behavior support problems. (An administrator or designee shall be present in the building during school hours and at school functions for this purpose.) Employees will be notified via email by the building or a District administrator when a building will be without an administrator. The email will specifically state who the administrator’s designee is and the

appropriate communication and support channels to follow in their absence. Authority for certificated employees to use prudent discipline measures for the safety and well-being of students and employees shall be supported by the District provided that: (1) certificated employees have followed established District policy and procedures, school-wide discipline model and corresponding training, 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 behavior support issue.

The following information and supports will be provided at the District and building level related to student discipline:

- Prior to the first student day, employees will receive information and/or training concerning applicable federal, state, and local laws; district rules, regulations and procedures pertaining to student rights, due process and the processing of student discipline.

- Employees shall also receive documentation showing disciplinary codes and behavior support flow charts.

- In June of each school year, each building principal and the teaching staff shall meet, with invitation to all building employees, to review, revise, update, and develop as needed the building behavior support standards and enforcement of those standards with a focus on restorative practices. Building behavior support 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 behavior support standards developed at the building to the District and the Association by August 1 and with building staff prior to September 30 if each school year.

- There shall be at least one classroom teacher on the building behavior support committee. This committee shall review and update the building behavior support policies and standards on an annual basis after reviewing student behavior support data. If this committee meets outside of the normal workday/year, committee members shall be paid at their per diem rate, unless such duties are compensated through a leadership stipend.

- The District shall provide a copy of the District's student behavior 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 behavior support policy. This shall include instructions about expectations for staff regarding intervention in physical altercations/assaults.

- 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.

- The District will provide annual de-escalation training to all staff. The District will work within existing resources to provide all employees with access to racial justice, implicit bias and anti-bias, and neuro and gender inclusive schools training grounded in SEL and Trauma Informed best practices.

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, WAC 392-400-330 and WAC 392-400-335 also apply to any such removals and require, among other things, that any removal of more than the balance of the school day be documented as and meet the standards for suspension, expulsion, or emergency expulsion.

*Confer: Confer shall mean that the administrator or designee and teacher shall discuss appropriate behavioral expectations, as well as probable interventions, strategies or consequences for future, similar infractions. It must be made clear to the employee that the conference is taking place.

Section 22.2. Use of Restraint or Isolation – Limitations

Except in the case of emergencies, no employee will be expected to implement isolation and restraint procedures without proper training. Pursuant to RCW 28A.600.485, employees may use restraint or isolation on a student only when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm. Restraint or isolation must be closely monitored to prevent harm to the student and must be discontinued as soon as the likelihood of serious harm has dissipated. Employees shall document any use of restraint or isolation as required by state law and District policy and shall be available to explain the circumstances of such restraint to parents or advocates for students.

Section 22.3. MTSS-B Meetings, Due Process Hearings, and Re-Entry Meetings

If an employee is required to attend (or submit information) to MTSS-B, Due Process Hearings, or Re-Entry Meetings, the employee's attendance at said meeting shall not be scheduled during an employee's planning period unless another time is not reasonably available.

Section 22.4. Behavior Intervention and Exclusion

In emergency situations regarding the exercise of authority by an employee to control and maintain order and support student behavior, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations.

A student may be removed immediately from a class, subject or school event by a employee or authorized personnel without first attempting other forms of behavior

support* only if the student's words or actions pose an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. Otherwise, teachers must first attempt other means of addressing the behavior before removing the student including using de-escalation of other in-classroom strategies consistent with building procedures and training. When a student is removed for emergency circumstances, the employee or other school personnel must immediately notify the principal or their designee. See WAC 392-400-330.

* "Other Forms of Behavior Support" means all other behavior intervention strategies used in response to a behavior violation that do not exclude the student from the instructional setting. These other forms of discipline are used at the discretion of the educator, provided they are consistent with the individual student's needs, the educator's training, best practices and legal and ethical obligations of the educator, including being applied equitably, in accordance with the District and building student discipline policies. The highest consideration will be given to the judgment of educators, subject to the above standards regarding conditions necessary to maintain the optimum learning atmosphere.

In situations where there has been a "room clear" or other significant behavioral disruption, if there is to be a communication with parents, the principal, in consultation with the teacher, will determine who is the best person to make that communication and its content. Such communications should not name individual students.

If a student is removed from a classroom after behaviors significant enough to warrant a "room clear," the administrator will follow up with the impacted employee within two (2) working days to provide support. The support will include checking in with the impacted staff member(s), determining when the student will be returned to class, and collaboratively identifying if and when a meeting with parents/guardians and/or other team members should occur to review the behaviors. A team of professionals will develop a plan to address the reported behavior and will involve parents/guardians, administration, student, and teacher. For students with an existing behavior support plan, the plan will be reviewed as necessary to ensure it continues to be appropriate.

Section 22.5. Employee and Student Protections:

Any employee who is the victim of an assault or other violent criminal offense committed by a student shall have the rights to:

a. meet with their supervisor or another building administrator within two (2) days of the incident or as soon as possible.
b. meet with the Deputy Superintendent, if appropriate, within two (2) days of the incident or as soon as possible.
c. be provided access to an employee assistance program that provides counseling services.
d. receive additional training if requested by the employee.
e. request a restorative meeting with the student, student caregivers, or building administrators.

f. If the employee is injured and unable to work as a result of the assault or other violent criminal offense and qualifies for worker's compensation time loss, the District will provide paid leave for up to three (3) days while waiting for time loss payments to begin. This leave is not to be deducted from accrued leave balances.

Section 22.6. 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 23-- ACADEMIC FREEDOM AND RESPONSIBILITY

Section 23.1. 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 23.2. 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 23.3. 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 23.4. 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 23.5. No mechanical or electronic listening or viewing 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 23.6. Testing – By October 1st, 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 24 – CALENDAR

Section 24.1. No later than January 1 of each year in which the parties do not have a work calendar for the subsequent year(s), the District shall submit to the Association proposed calendars for the subsequent two (2) years. Within ten (10) days of receipt of the proposed calendar(s), the Association shall notify the District if it intends to bargain the calendar(s). If there are negotiable items related to the calendar that either party believes will prevent finalization of all items on the work calendar, the parties will work in good faith to agree on those dates (start of school, etc.) that are not in dispute, and will publish those as soon as possible in a tentative calendar, no later than April 30. The calendar(s) as bargained, or, if the Association elects not to bargain, the calendar(s) as submitted by the District, shall be incorporated into the Agreement as Appendix H.

For ELC only - No later than May 15, the ELC administration shall provide three (3) draft calendars for the upcoming school year to the BLT for ranking. If the structure of the program is not yet determined by this time due to legislative timelines, multiple program structures may be considered, in which case at least two draft calendars will be provided for each structure. Building administration shall take the recommendations from the BLT and publish the calendar no later than May 30. The ELC calendar must comply with all articles of the CBA and funding requirements regarding workday and conditions.

Section 24.2. 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 24.3. The following parameters will be used for future calendars unless agreed otherwise:

(A) Professional Development 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 and second semester there will be two (2) early release days scheduled where the staff uses the afternoons as educator-directed time to complete end-of-semester responsibilities such as grading (at school or another location of the educator's choosing) of

offering support to students at school. For the second semester one of these days shall be the last day of school.

(C) Memorial Day Weekend break will be four (4) days.

(D) No Professional Development days will be scheduled within one week after the conclusion of trimester at the elementary level.

(E) On student early release days leading into a holiday, break, or vacation (such as the day before Thanksgiving and the last day of school), the time after students are excused for the day shall be educator-directed time and employees will be allowed to select a work location of their choosing.

Section 24.4. District Professional Development Calendar

The Teaching and Learning Department will publish a training calendar prior to the first day of Professional Development week that includes all grade level/content meetings. Topics for the fall and winter Professional Development days will be published at least four weeks prior to the scheduled Professional Development days. For Professional Development 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 Professional Development days.

ARTICLE 25 -- CLASS LOAD

Section 25.1. Class size. Prior to May 1 of each school year, the District's Human Resources and PK-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 PK-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 PK-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 receiving special education, Section 504 and ML services. Before the first day of school, appropriate school personnel (including impacted educator(s)) 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 25.2. 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	27 per session

The Association agrees to release the District from this obligation in the event the District should suffer a levy loss, but the parties will meet to negotiate impacts upon request. If state funding for K-4 changes, the parties agree to return to negotiations to discuss any potential changes to this section.

Employees will automatically receive overload pay at the rate of $450 for each month they are in overload based on monthly enrollment counts, beginning with the October enrollment count. Alternatively, the employee may request one of the following remedies from building administration, and the administrator will respond within five (5) working days:

a. One hour of paraeducator assistance per day based on availability;
b. Release time of one-half day every other week;
c. Other remedies as agreed to between the employee and the principal.

The employee shall not be required to provide overage documentation to receive pay under this section.

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. Elementary Specialists may agree with building administration to increase passing time between specialist classes. Any adjustment to continuous planning time resulting from such agreements shall be subject to approval by the Association. Elementary specialists shall receive 1/6th of the above listed overload resolution set forth above per overloaded class, for each month they are in overload based on the monthly enrollment counts. The employee shall not be required to provide overage documentation to receive pay under this Section.

Section 25.3. Secondary Limits.

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

Secondary Schools	3 teaching periods:	31 per class, 182 per two-day block
	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*

Physical Education and Performance-based Music classes: 40 per class.

Both middle and high school PE and performance-based music teachers in overload will be granted the same overload remedies as listed in this Section. Performance-based music teachers shall be granted overload pay based on daily count, not class count, with the daily count triggers being the same as above.

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

If the District considers changing to a different schedule at the middle or high school level that is not anticipated or covered by the above class size provisions 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. In that case, the building and program administrators, in consultation with the certificated teacher(s) using those rooms and the respective department chair shall determine together the appropriate limit.

Employees will automatically receive overload pay at the rate of $450 for each month they are in overload based on the monthly enrollment counts, beginning with the October enrollment count. Alternatively, the employee may request one of the following remedies from building administration, and the administrator will respond within five (5) working days:

a. One hour of paraeducator assistance per day based on availability;
b Release time of one-half day every other week;
c. Other remedies as agreed to between the employee and the principal.

The employee shall not be required to provide overage documentation to receive pay under this section.

Section 25.4. Classroom Preparations. High school and middle school teachers shall not normally be assigned to more than three (3) classroom preparations per semester. Advisory/Learning Lab shall count as a preparation if assigned a letter grade (A, B, C, etc.). If employees are required to prepare any materials, then Advisory becomes a classroom preparation. It is understood that secondary Advisory coordinators are expected to prepare and deliver all materials at least 72 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 25.5. Special Education Caseloads. The District shall collaborate with special education employees to equalize workload by student need for special education employees and to equitably assign the number of buildings to be served by itinerant speech language pathologists, occupational and physical therapists, vision specialists, mobility specialists, audiologists, social workers, and psychologists. Teaching and Learning Services will conduct regular meetings with special education employees 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, Orientation and Mobility Specialists, Audiologists, 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.

When a paraeducator position assigned to a special education teacher's classroom is vacant (without a substitute or regular paraeducator) for more than twenty (20) cumulative school days, a meeting will be held with the special education teacher in the impacted classroom upon request to determine appropriate remedies for workload relief that may be provided until the position can be filled.

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.

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.

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 PK-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. The employee may have an Association representative of their choosing present during this meeting.

If any special education classroom teacher's IEP caseload exceeds 30 special education students, or if any special education classroom is assigned more than twenty (20) students per class period the overload pay set forth below will be triggered automatically.

In addition to the resolutions mentioned above, employees shall receive $450 per month they exceed these caseload or class size numbers, based on monthly enrollment counts or IEPs case-managed, starting with the October enrollment count. The employee shall not be required to provide overage documentation and the District shall automatically apply the remedy until the caseload or class size is resolved.

For support center, pre-school or Strides teachers, this compensation will be triggered by any class or caseload above the numbers set forth below. The following chart reflects these caseload and class size triggers:

Classroom	Maximum	How overage is determined
Support Center	11	IEP caseload
STRIDES	11	IEP caseload
Special education caseload	30	IEP caseload
Special education class size	20	Students per period
Special Education caseload (ELC)	28	IEP caseload

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

Section 25.5.2. Special Education Provider Stipends

Special Education classroom teachers will receive a stipend of $3,000 for the additional responsibility of preparing individual education plans and/or assessment reports, and holding meetings related to such responsibilities outside of the contracted workday and work year.

OT/PTs, SLPs, Psychologists, Audiologists, Social Workers, Orientation and Mobility Specialists, and Vision Specialists shall receive an additional ESA stipend of $2,300 (total of $5,300).

Secondary special education teachers who must collect data for IEP goals in general education classes may use the procedure in this Section to address IEP workload issues.

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 Teaching & Learning Services may meet, at the employee's request, to discuss possible support in addition to the established stipend.

Section 25.6. ML Specialist Caseloads. The District will make a good faith effort to ensure equitable workload and minimize the number of buildings assigned for ML employees. Any ML classroom teacher who faces inequitable challenges in meeting WIDA 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.

The District shall ensure ML employees and employees working with Multilingual Learners have adequate curricular materials to support language acquisition focusing on access to core instruction. ML employees will have input in master schedule creation to ensure the needs of the students on their caseload are met.

The District shall provide the following supports to ML employees:

- WIDA testing support: Testing tools, space, and documentation assistance;

- Release time without students to work in PLC or with other teachers;
- Input on building level trainings;
- Input for building wide classroom lesson delivery for MLL students.

Workload could be heavier than usual because of challenges such as additional students on the employee's caseload, particular students with unique needs, the level of language proficiency of students on the employee's caseload, traveling between multiple buildings, or the due dates of required documents and/or additional supports required for WIDA testing, and in these instances, TLS will collaborate with the employee to identify appropriate workload support.

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 PK-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 plan of action to resolve the overload within five (5) working days of said conference.

If an ML teacher's workload issue cannot be solved within the group of colleagues, the employee, and the principal and/or district administrator assigned to supervise ML teachers shall confer and develop a plan of action satisfactory to the employee within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conferences.

In addition to the process and supports mentioned above, additional options may include but are not limited to the following:

- Hiring of additional staff
- Reallocation of responsibilities for particular students
- Additional paid time
- Overload pay at $450 per month
- Additional release time
- Reallocation of non-ML 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 PK-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 25.6.1. Multi-Lingual Specialist Stipend. ML Specialists shall receive a stipend of $2,000 to account for additional duties required of the ML Specialist position.

Section 25.7. 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.

National Board-Certified Counselors shall receive the national board stipend and poverty bonus to the extent funded by the state.

ARTICLE 26 – EDUCATION STAFF ASSOCIATES (ESA)

Section 26.1. The District will reimburse each vision specialist, school psychologist, speech and language pathologist, audiologist, orientation and mobility specialist, occupational therapist, counselor, social worker, and physical therapist $300/year for expenses relating to their position (e.g., professional membership dues, trainings required for ESA certification, etc.) Employees shall receive reimbursement for such expenses by submitting expenses to the office of Teaching and Learning Services. Reimbursements will be provided in the month following the submission of documentation, provided documentation is submitted before the 5th of the month.

Section 26.2. 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 27 -- SALARY SCHEDULES AND GUIDELINES

Salaries shall be as provided in Appendix A made part of this Agreement. Employees will be placed on the salary schedule based on their experience and education in accordance with WAC 392-121-264 and the reporting standards of S-275 in place as of August 2018, except as otherwise specified in this Agreement. Relevant provisions of former WAC 392-121 are linked to this Agreement and designated as Appendix P and shall be made available on the District website on the same page as this Agreement.

If any provision in this Article is in conflict with applicable state law or WACs, the state law and/or WAC shall prevail. The following exceptions to S-275 reporting standards will be recognized:

1. For employees who obtain a double Bachelor's degree, credits earned toward the second Bachelor's degree will count for salary advancement regardless of whether the two degrees were conferred on the same day, with such advancement not to exceed 45 credits for the second BA degree.

2. The District shall recognize previous professional experience in a school setting, including previous experience in a school setting contracted through an agency, for occupational therapists, physical therapists, psychologists (for work as a school psychologist), social workers, counselors, audiologists, vision specialists, orientation and mobility specialists, and speech and language pathologists.

Section 27.1. Salary schedules shall be as provided in the appendices attached hereto and by this reference made part of this Agreement.

Section 27.2. 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 (currently 1/180).

Section 27.3. 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 27.4. 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 27.5. 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 27.6. Extra Work Pay Schedules.
Stipends (Appendices B through E) shall be adjusted annually by the same percentage that base salary is increased.

Section 27.7. Represented Certificated Substitutes. Substitute employees shall be paid no less than $200 per full day ($100 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 ($210), retroactive to the first full day worked in the current school year. Retired Washington State teachers will receive this $210 rate commencing on the first day.

On the twentieth (20th) day of work in a single continuing assignment, retroactive to the first day of the assignment, retired Washington State teacher acting as a substitute shall be paid $230.00 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.

Subject to availability of funding, upon completion of the school year, substitutes who meet the following criteria may also receive a lump sum payment in July; subject to all federal, state, and employee requested withholdings and deductions, at an amount to be set by the District based on current needs.

Full-time substitutes with an assignment of one (1) full semester or longer shall be placed and paid at step BA+0 of the FPEA Salary Schedule and shall receive health care benefits through the SEBB, if eligible. Salary placement at step BA+0 can be triggered retroactively if a situation exists in which an assignment extends longer than originally planned.

BLTs will determine substitute teacher's role in classroom coverage plans. Substitutes will not generally be compensated for covering classes. Any substitute that is expected to plan or deliver instruction in a long-term assignment of twenty (20) or more consecutive days shall be compensated for covering a class during their planning period at the same rate as employees.

The District will partner with the Association to explore options, within existing financial resources, for substitute training, including:

- In-person classroom management and lesson delivery training provided by trainers with current classroom experience.
- Emergency procedure training that relates to all PK-12 levels.
- In-person technology use training.
- In-person equity and inclusivity training including but not limited to culturally responsive education, anti-bias training, gender inclusivity, and preferred names.

To accomplish these goals, substitute employees shall be invited to participate as appropriate in existing professional development and shall receive clock hours for attending, provided that space is available.

In addition to the roster provided under Section 3.2(C) 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 shall hire and onboard substitute employees on an ongoing basis throughout the calendar year in order to ensure maximum coverage availability.

Section 27.8. Dual Language

Dual language teachers shall receive an annual $2,000 stipend to account for additional duties required of the dual language program.

Section 27.9. Doctoral Degree.

A stipend of $5,000 will be paid annually for a doctoral degree.

Section 27.10. Multi-Lingual Stipend.

Employees who are multi-lingual and who are requested on a regular basis to interpret for students and/or parents, are eligible to receive an additional enrichment stipend of $1,250. Employees who receive this extra compensation agree to perform language interpretation or translation services in their building during their workday or at meetings they attend outside the workday, and to communicate directly with parents and students in their primary language.

Staff that believe they qualify for this compensation should ask their administrator to notify Human Resources. To be eligible for this stipend the staff member must complete interpreter training, which will be provided by the District at no cost to the employee. The District will provide release time, if necessary, to complete the training.

To learn more about the process click here.

ARTICLE 28 -- PROFESSIONAL GROWTH

Section 28.1. 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 statewide allocation schedule for apportionment and submitted in accordance with the timelines herein.

Section 28.2. 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. Staff may also submit official transcripts showing newly awarded advanced degrees by January 15 for salary advancement which will be reflected beginning with the February pay period.

Section 28.3. 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 28.4. 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 28.5. 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 28.6. 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.

Section 28.7. Teacher Loan Forgiveness Program.
The District may provide upon request an application and eligibility requirements for the Teacher Forgiveness Program.

Section 28.8. Public Service Loan Forgiveness Program.
The District may provide upon request an application and eligibility requirements for the Public Service Loan Forgiveness Program.

ARTICLE 29 -- 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 extracurricular activities.

Section 29.1. 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 29.2. Where possible, extracurricular activities should be held outside the regular school day.

Section 29.3. 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) Any employee who is requested and agrees to temporarily assume the role of an administrator, which requires the employee to spend time at school at least one hour in excess of the normal hours required of an employee.

ARTICLE 30 -- EXTENDED CONTRACTS

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

Section 30.1. All extra pay during the school year will be paid in accordance with the "Extra Pay Schedule." (See Appendix C, D and E.)

Section 30.2. Extended contract employees will be paid at their per diem rate. Summer school employees will be paid at their per diem rate of pay.

Section 30.3. Counselors who agree to 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 be granted up to an additional eight (8) days (paid at per diem) per school.

Section 30.4. Librarians who agree to work beyond the 180-day contract, at the direction of the district, shall be paid at their per diem rate. Elementary building administrators will make a good faith effort to support elementary librarians with staff support when available to assist with library management duties.

Section 30.5. Special education staff who agree to work beyond the 180-day contract, at the direction of the district, shall be paid at their per diem rate.

ARTICLE 31 -- SUPPLEMENTAL CONTRACTS

Section 31.1. The District shall issue a supplemental contract to those employees who are selected to direct extracurricular 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 31.2. 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 employees 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 32 -- 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 $60.00 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 = $20.00, 21-40 minutes - $40.00, 41-60 minutes = $60.00.)

Building classroom coverage plans shall be developed or reviewed for possible revision annually by the Building Leadership Team. The plans shall be designed to be as equitable as possible for all and will be published at the building level and shared with the District and Association before October 1. The previous year's plan will be provided to staff and serve in the event it is needed between the first day with students and the creation of the plan for the current year. These plans shall also consider what to do when paras are absent. The team should also create a priority list of individuals who volunteer to cover first.

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. This means Building Leadership Teams and principals shall not include canceling a specialist/services in their standard coverage plans unless other less impactful options are unavailable. In developing coverage plans, BLTs will consider the impact on specialists and their students and whether any limitations should be placed on the number of times per month any individual specialist will be required to substitute for a classroom teacher. Any concerns regarding these plans may be brought to regular labor-management meetings for resolution.

BLTs at all levels will consider the impacts of coverage on new and first year employees, special education employees, and ML employees.

ESAs will not be in any regular coverage rotation for classrooms and advisory.

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 one, 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, including a pro rata amount for specialists if impacted.

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.

The District will not require student teachers to substitute during their student teaching. Teachers with student teachers may be required, as a part of a building plan, to cover class during times when the student teacher is expected to provide instruction to the teacher's class alone; however, the teacher's judgment as to the student teacher's support needs will be considered in planning such coverage.

The District will provide employees with procedures for requesting and canceling substitute employees.

ARTICLE 33 -- 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 a 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 34 -- SALARY DEDUCTIONS AND PAYMENTS

Section 34.1. 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 34.2. 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 34.3. 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 they leave the District or on the June payday during the year in which they leave. The District shall deduct the Association dues, if any, and any legally required deductions. Dues shall be remitted to the Association.

Section 34.4. 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 35 -- TRAVEL AND REIMBURSEMENT

Section 35.1. All travel requests shall be forwarded through the employee's immediate supervisor to the PK-12 administrator to obtain approval and authorization prior to the trip.

Section 35.2. 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 35.3. 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 35.4. 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 35.5. Employees assigned to supervise students at District approved events away from school shall be reimbursed their personal food, lodging, and mileage expenses incurred while performing their supervisory duties provided, they follow District procedures for approval of reimbursement.

Section 35.6. 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 36 -- HEALTH AND SALARY INSURANCE CONTRIBUTIONS

Section 36.1. School Employees Benefit Board (SEBB) Program:

Employee health benefits are provided through the School Employees Benefits Board (SEBB). All information contained in this Section related to current SEBB offerings, eligibility, and enrollment is subject to change by the state. This Section will be amended to conform to any such changes.

As required by WAC 182-31-030, the District will carry out all actions, policies, and guidance issued by the SEBB program which are necessary for the operation of benefit plans, education of school employees, claims administration, and appeals process including those described in chapters 182-30, 182-31, and 182-32 WAC.

As required by SEBB rules, the District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will implement the School Employees Health Care Coalition agreement when deducting the established employee rates to be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits. Benefits provided to employees through SEBB include but are not limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia
- Medical Plan

Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g., increased Life, AD&D, Long-term disability, etc.).

Section 36.2. Eligibility

Eligibility will be determined according to SEBB rules. Under those rules, all Employees, including substitute employees, are eligible for full insurance coverage under the SEBB

program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective. Any changes to this eligibility threshold at the state level will be implemented by the District on the effective date unless otherwise agreed.

All compensated hours in any certificated position within the District count for purposes of establishing eligibility. An employee who is not anticipated to work six hundred thirty hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty hours the next school year, establishes eligibility for the employer contribution toward SEBB benefits as of their first working day if they are a nine to ten month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school.

Any employee who has worked 630 hours in the previous two years and is returning to the same type of position(s) will be deemed eligible for benefits as provided in SEBB rules. See WAC 182-31-040(3)(b).

The HCA provides medical coverage to eligible state registered domestic partners (and their eligible children).

Section 36.3. Benefit Enrollment and Continuity of Coverage

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. See WAC 182-31-040.

Section 36.4. Leaves

Paid leave hours shall count towards eligibility for benefits under this section to the extent provided by SEBB rules.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to be

eligible for insurance coverage in accordance with the federal FMLA or RCW 50A.15.060.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).See WAC 182-31-100.

Section 36.5. Benefit Termination

The District's contribution toward school employees benefits board (SEBB) benefits ends on the last day of the month in which the school year ends. The employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:

(a) The District terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;

(b) The employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective; provided, that when employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 for purposes of SEBB eligibility; or

(c) The school employee's work pattern is revised such that the employee is no longer anticipated to work six hundred thirty hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

If the District deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.

If the employee is transitioning to retiree health care or health care by another employer, the effective date may be earlier as designated by SEBB guidance.

Section 36.6. Legislative Changes and Reopeners

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes. Such changes shall occur on the effective date unless otherwise agreed.

Section 36.7. 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 vote by simple majority, all of them must participate in the VEBA program.

ARTICLE 37 -- LIABILITY INSURANCE -- CERTIFICATED EMPLOYEE PROTECTION

Section 37.1. 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 their employment or under the direction of the District. (RCW 28A.400.370)

Section 37.2. 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 anything other than a school function. The District cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.

Section 37.3. 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. The District shall not interfere with any employee's decision to participate in the prosecution of anyone who violates RCW 28A.635.010 – Abusing or insulting teachers and/or RCW 28A.635.030 Disturbing School Activities.

Section 37.4. 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 37.4 herein above.

Acts of damage that are clearly recognizable as vandalism while a employee's vehicle is in the school setting and while the employee is acting within the scope of their 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 38 -- 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 39 -- 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 they have 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.

Employees on leave of absence shall notify the District in writing by March 15 of their intent to return to the District.

ARTICLE 40 – ILLNESS, INJURY AND EMERGENCY LEAVE

Section 40.1. 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. Sick leave is available when employees are unable to work due to a health condition regardless of whether the condition related to physical or mental health. Such leave is also available for medical appointments or treatment. Consistent with state law, an employee may also use their sick leave to care for: (a) their child with a health condition that requires treatment or supervision; or (b) the employee's 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 40.10 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 or initial foster placement of the employee's child to care for the parent 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 40.2. 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 40.3. An employee using sick leave for more than five (5) consecutive days must have a doctor's certification of illness or injury after the fifth day.

Section 40.4. If the employee should neglect canceling their absence and both the employee and a substitute report for work, the District will first try and place the substitute in another assignment, in the event that is not possible, then the employee will have deducted from sick leave an amount equivalent to one-half of the substitute's pay for the day.

Section 40.5. 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 40.6. Previous Employment -- Sick Leave: Sick leave earned in the state of Washington shall be accumulated and transferred from other districts and credited to the sick leave account of certificated employees.

Section 40.7. 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. If an employee is injured and unable to work as a result of an assault or other violent criminal offense committed by a student and qualifies for worker's compensation time loss, the District will provide paid leave for up to three (3) days while waiting for time loss payment to begin. Determination of illness or injury shall be made by the Washington State Department of Labor and Industries.

Section 40.8. 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, they 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 40.9. 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, or who otherwise qualifies for shared leave under state law and District policy.

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

Procedures for leave sharing will be implemented according to District Policy and regulation. See District Procedure 5406P.

Section 40.10. 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 41 -- 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. See District Policy 5404.
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 Washington Paid Family & Medical Leave website.

PFML benefits include up to twelve (12) weeks of paid leave per year, paid by the state, for qualifying reasons including but not limited to care of self and family due to a serious health condition. PFML generally runs concurrently with the period of unpaid leave to which employees are entitled under FMLA. As required by FMLA regulations this generally means that weekends, holidays and school breaks do not count toward the employee's PFML entitlement.

Employees may choose to use PFML prior to exhausting other paid leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's discretion.

ARTICLE 42 -- 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 42.1. 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 pregnant employee upon their request for the period of temporary disability and as verified in writing by her personal physician or licensed health care provider. Employees may use paid sick leave during the period of pregnancy-related disability.

The certificated employee who becomes pregnant shall notify their immediate supervisor and the Superintendent or designated representative of the condition as soon as possible. At that time, they shall indicate in writing to their immediate supervisor and the Director of Human Resources, using the Leave of Absence Form available on DORA, whether they plan to:

(1) Take pregnancy disability leave only for time of temporary disability.
(2) Request a general leave in accordance with Article 40 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) Take Paid Family Medical Leave under the conditions and timelines provided by the state.
(6) Terminate their employment.

The pregnancy disability leave shall begin at a time determined suitable by the certificated employee and as verified in writing by their personal physician or licensed health care provider. The official date of leave shall not begin until the school day following the day the employee 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, unless there has been a reduction in force, in which case the employee shall be provided all rights set forth in Article 17 as if the employee had not been on leave. The employee shall retain all rights, seniority and benefits commonly afforded employees on leave, including those under the provisions of Chapter 28A.405 RCW.

Before returning to contracted duties, the employee's personal physician or licensed health care provider shall certify that the employee is in good health and ready to resume contracted duties. After receiving such certification, the employee shall return to contracted duties at a time which the employee deems appropriate, and consistent with the above leave options.

Section 42.2. Leave Without Pay. An 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 40.

Unpaid leave taken under this section shall be exclusive of any disability leave taken under Section 42.1 of this Article.

The 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 the employee is capable of performing the duties of their job and as long as their physician concurs. To be entitled to parental leave under this section, the employee shall inform the District in advance of their intention to take leave and the approximate time they expect to return to work.

Section 42.3. Lactation/Expression of Milk. As required by RCW 43.10.005, the District shall provide reasonable break time for an employee to express breast milk for two years after the child's birth each time the employee has need to express the milk and provide a private location, other than a bathroom, if such a location exists at the school or worksite, which may be used by the employee to express breast milk. If the worksite does not have a space for the employee to express milk, the employer shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

ARTICLE 43 -- JURY DUTY, WITNESSES IN COURT

Section 43.1. 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 43.2. 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 they may be entitled and from such fee(s) reimburse the District an amount not to exceed their salary for the time they were absent from their District duties due to their appearance in court.

ARTICLE 44 -- MILITARY SERVICE

Section 44.1. 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 44.2. 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 45 -- 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. In the 2027-2028 school year, this total will increase to three (3) days per year. One (1) of the days shall be designated as "use or lose" and will not be eligible for cash out or roll over. Unused personal leave that is eligible for roll over may be accumulated up to a maximum six (6) 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. No reason other than "personal" shall be required when requesting use of personal leave.

Employees may cash-out three unused personal leave days per year after June 1 and receive their per diem rate of pay. *

Should an employee have more than four (4) personal days accrued on June 30, the District shall automatically cash out any days over four (4) days in the July pay period. A request for any additional cash out must be made by the end of the school year. Forms will be available through the payroll office.

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

*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 46 -- 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 a total of five (5) days of paid bereavement leave when occasioned by the expected terminal illness, self or partner miscarriage, or death of a relative or close personal friend.

This leave shall be used only once for each occurrence as specified above, however, the allocated five (5) days may be split as needed between terminal illness and bereavement after death. 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 47 -- 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 the employee 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, the employee shall return to their 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 their elected term of office necessitates leaving their 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 their 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 their absence from normal school duties, such temporary absences shall be granted.

(F) The political aspirant shall not use school equipment or material to support their campaign, nor shall the services of students be used during school hours.

PART V -- STATUS OF THE AGREEMENT

ARTICLE 48 -- STATUS OF THE AGREEMENT

Section 48.1. 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 48.2. 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 48.3. 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 48.4. 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 48.5. Appendices. Appendices are an integral part of this Agreement and by this reference are incorporated herein.

ARTICLE 49 -- DUPLICATION AND DISTRIBUTION

Section 49.1. 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 49.2. Preparation Cost. The District will type the Agreement and, after proofreading by the District and the Association, the District will publish the Agreement to the District's website at http://www.fpschools.org.

ARTICLE 50 -- DURATION

Section 50.1. This Agreement shall become effective upon ratification first by the Association and then by the District, and thereafter executed by authorized representatives thereof.

Section 50.2. This agreement shall be in full force and effect from September 1, 2023, to August 31, 2025.

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 50.3. 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).

GLOSSARY

AAA	American Arbitration Association
AFJROTC:	Air Force Junior Reserve Officer Training Corps
ESA	Educational Service Associates
FMCS	Federal Mediation and Conciliation Service
IEP	Individualized Educational Plan
IC	Instructional Coach
IHP	Individualized Health Plan
L&I	Washington State Department of Labor and Industries
MLL	Multi-language Learners
PERC	Public Employment Relations Commission
PLC	Professional Learning Community
TOSA	Teacher on Special Assignment
VEBA	Voluntary Employee Beneficiary Association

SIGNATURE PAGE

2025-2028 COLLECTIVE BARGAINING AGREEMENT

FRANKLIN PIERCE SCHOOL DISTRICT

BY_____ _____

Brandy Marshall
Executive Director of Human
Resources and Business Services

Date

FRANKLIN PIERCE EDUCATION ASSOCIATION

BY_____ _____

Anneliese Kellogg
FPEA President

Date

APPENDIX A

2025-2026: Increase all salaries by the state-funded inflationary adjustment of 2.5%, plus an additional 1.0% for a total of 3.5%.

2026-2027: Increase all salaries by the inflationary adjustment, if any, funded by the Legislature for 2026-2027**,** plus 1.5%**.**

2027-2028: Increase all salaries by the inflationary adjustment, if any, funded by the legislature for the 2027-2028 school year, plus 2.0%.

CLICK HERE for a pdf of the current year's salary schedule.

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:

2020-2021 (1.6% increase)	$37.36 per hour
2021-2022 (2.5% increase)	$38.29 per hour
2022-2023 (6.0% increase)	$40.59 per hour
2023-2024 (4.2% increase)	$42.30 per hour
2024-2025 (5.2% increase)	$44.50per hour
2025-2026 (3.5% increase)	$46.06 per hour
2026-2027 (____% increase)	$_____ per hour
2027-2028 (____% increase)	$_____ per hour

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

APPENDIX C –EXTRA WORK
2025-2026

GROUP I $6,302

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 $3,152

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 $1,802

Elementary Honor Choir
Elementary Music (divided by 3)
Middle School Academic Coach
Middle School/GATES Newspaper
Middle School Musical Coordinator
GATES ASB
GATES Yearbook

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. Any employee currently working three stipend positions with time and responsibilities closely related or combined 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, the employee may request that the position be reviewed. Requests for review will be addressed as follows:

1. Requests will be considered in 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.

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

Appendix C stipend rates shall be adjusted annually by the same percentage that the base salary is increased beginning in 2021-2022.

APPENDIX D –EXTRA WORK

2025-2026

GROUP I $4,200

High School Department Chairperson
Secondary Navigation/Advisory Coordinator
Middle School Team Leader
Secondary AVID Site Coordinator
Workgroup Leads (Elementary Resource Rooms and Support Centers, School Psychologists, Speech and Language Pathologists, Occupational/Physical Therapists, ML Elementary and Secondary, Elementary LAP ELA and Math)

GROUP II $1,918

Secondary Navigation Grade Band Leaders
Elementary Content Leaders
Elementary Building Navigation Coordinator
Teaching and Learning Services Content Liaisons

GROUP III $1,078

Elementary Counselor Leader
Middle School Counselor Leader
High School Counselor Leader
ELC Teacher Leader
ELC ESA Leader

GROUP IV

Teacher on Special Assignment (TOSAs) – timesheet up to 10 hours per month (for 12 months) at per diem for additional work.

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

Appendix D stipend rates shall be adjusted annually by the same percentage that the base salary is increased.

APPENDIX E - EXTRA WORK
2023-2024

STUDENT ACTIVITY / LEADERSHIP 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 and/or leadership stipends paid at the rate listed on Appendix B	7 activity stipends paid at $618 each	15 activity stipends paid at $618 each	4 activity stipends paid at $618 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 (per coordinator) – The District will allocate at least $1,204 per 1 FTE school counselor for 504 stipends. The base stipend for this work will be set at $1,204 and will increase to $1,804 if the coordinator manages over 20 students with 504 plans, and $2,405 if over 30 students with 504 plans. By approval of the principal a counselor may give up their stipend to another bargaining unit member who is not a counselor or to a group of coordinators in the building who are willing to absorb those duties, in which case the stipend will be paid / split between the coordinators accepting the 504 related responsibilities.

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

Appendix E stipend rates shall be adjusted annually by the same percentage that the base salary is increased beginning in 2021-2022.

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 their stipend divided by 45.

APPENDIX G – Form for Request Consideration for Appendix C

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 2025-2026

Franklin Pierce Schools
2025-26 Academic Calendar

First and Last Day | No School | 90-Minute Early Release Wednesday | Make-Up Day

3.5 Hour Early Release:

All Schools | Elementary Schools | Middle & High Schools

All Offices Closed; Professional Development Day

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

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

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

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

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

January 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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

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

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

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

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

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

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Staff Directed PLC: 11/12/25, 3/4/26, 5/6/26

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	❒	❒	❒
2. Demonstrates effective classroom management	❒	❒	❒
3. Utilizes effective human relations/and or communication skills	❒	❒	❒
4. Is punctual	❒	❒	❒
5. Assumes responsibility for duties assigned to regular teacher	❒	❒	❒
6. Is conscientious about equipment, instructional materials, records and reports	❒	❒	❒
7. Is on duty and available during the professional workday	❒	❒	❒
8. Communicates with the regular teacher, either by telephone or in writing	❒	❒	❒

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** 1st Copy: **Principal** 2nd Copy: **Guest Teacher**

APPENDIX J

Franklin Pierce School District

Standards and Indicators for Teaching and Learning (NON TPEP)

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
(LPD) Lesson Planning and Design	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.
(UAII) Using Assessment to Improve Instruction	UAII1a Relies on a single assessment method.	UAII1b Uses a few classroom-based assessment tools such as scales, rubrics, checklists, and tests.	UAII.c Uses multiple assessment tools appropriately, including rubrics, scales, checklists, and tests to monitor student learning and set future goals.	UAII1,2,3,4,5d 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

	UAII2a Demonstrates little or no knowledge of performance assessments.	UAII2b Demonstrates limited use of performance assessments.	UAII2c Designs and uses performance assessments to measure skill application, including thinking skills.	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.
	UAII3a Collects no evidence of student work.	UAII3b Begins to collect student work.	UAII3c Develops portfolios with students, which document student growth over time.	
	UAII4a Expects no student self-reflection in assessment process.	UAII4b Limited involvement of students in self-assessment.	UAII4c Supports student involvement in the assessment process through goal setting, self-reflection, and critique. Surveys students regarding their engagement in learning.	
	UAII5a Fails to use assessment to guide and inform instruction.	UAII5b Begins to use assessment to plan appropriate instruction.	UAII5c Uses assessment to plan appropriate instruction and document student achievement over time.	

(LE) Learning Environment	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.
(ETP) Effective Teaching Practice	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

	ETP2a Organizes instruction primarily for whole class grouping.	ETP2b Occasionally uses flexible grouping.	ETP2c Uses flexible groupings to deliver instruction and meet individual needs.	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.
	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 dem-onstrate sensitivity to students' cul-ure, 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.
(CM) Classroom Management	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 para-professionals 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.

(PD) Professional Development	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.

(PR) Professional Responsibilities	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 projects, makes a substantial contribution, or assumes a leadership role in a major school or district project.

APPENDIX J - 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				
Standard: Using Assessment to Improve Instruction				
Standard: Learning Environment				
Standard: Effective Teaching Practice				

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 (A) Expectations (B) Variety of strategies (C) Response to misbehavior (D) Routines (E) Transitions (F) Spoken/written language (G) 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 J – SELF REFLECTION (NON TPEP)

Name_____Years in Current Assignment_____
Building/Department_____
Grade/Subject_____
School Year_____

Standard: Lesson Planning and Design (LPD)

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
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 (UAII)

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				

	Unsatisfactory	Approaches Proficiency	Proficient	Distinguished
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 J - 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 J – 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 K – CERTIFICATED SUPPORT PERSONNEL EVALUATION

Franklin Pierce School District

Certificated Support Personnel Evaluation

Long Form / Summative Track

Check One
__ Provisional
90 Day __
Annual __
__ Non-provisional

Name _____ Years Certificated Experience _____

School _____ Position _____

Performance Appraisal

Consider each criterion below by reading the criterion indicators.

Meets Expectations: Performance meets that expected of a well-trained individual in this classification.

Need Improvements: Performance generally below expectations. (Comments and specific recommendations required.)

Does Not Meet Minimum Requirements: (Comments and specific recommendations required.)

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			

Comments and recommendations:

*Signature of Employee

Date

Signature of Evaluator

Date

Extra Sheets Attached Yes No

*Signature acknowledges participation in, but not necessarily concurence 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 *1st Copy: Supervisor* *2nd Copy: Employee*

11-02

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. The employee demonstrates an understanding of and knowledge about common school education and the educational milieu grades PK-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 their 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 their 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 their 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 K – CERTIFICATED SUPPORT PERSONNEL EVALUATION

FRANKLIN PIERCE SCHOOL DISTRICT

Certificated Support Personnel Evaluation

Short Form

Check One
___ Short Form
___ Professional 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** 1st Copy: **Evaluator** 2nd 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. The employee demonstrates an understanding of and knowledge about common school education and the educational milieu grades PK-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 their 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 their 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 their 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 L

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
1: School Counselor as Leader	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
2: School Counselor and Responsive Service	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
3: School Counselor and Student Competencies	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 their learning.

	Unsatisfactory	**Approaches Proficiency**	**Proficient**	**Distinguished**
4: School Counselor and Academic Success	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 L – SCHOOL COUNSELOR EVALUATION

School Counselor Evaluation

Name: _____ Building/Department: _____

Grade/Subject: _____ School Year: _____

Years in Current Assignment: _____ Date of Evaluation Conference: _____

	Unsatisfactory	*Approaches Proficiency*	*Proficient*	*Distinguished*
Standard 1: Core Curriculum and Individual Student Planning Collaboration				

- Implements appropriate lessons linked to priority standards
- Classroom management skills
- Gathers, interprets, and evaluates data
- Leadership in using data-driven information

Comments:

	Unsatisfactory	*Approaches Proficiency*	*Proficient*	*Distinguished*
Standard 2: Core Curriculum Group Activities and Responsive Services				

- Gathers, interprets, evaluates, and reports student data
- Collaborates with PBIS/RTI team
- Evidence-based practices
- Counseling interventions

Comments:

	Unsatisfactory	*Approaches Proficiency*	*Proficient*	*Distinguished*
Standard 3: Responsive Services, Referral, Consultation, Collaboration				

- Collaborates with RTI Team
- Implements best practices and research-based interventions
- Collaborates with outside agencies
- Determines appropriate referrals

Comments:

	Unsatisfactory	*Approaches Proficiency*	*Proficient*	*Distinguished*
Standard 4: Professional Development System Support/Professional Responsibilities System Support				

- 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

Comments:

_____ _____

Employee Signature **Administrator Signature**

APPENDIX L – SCHOOL COUNSELOR SELF-REFLECTION

School Counselor Self-Reflection

Name: _____ Building/Department: _____

Grade/Subject: _____ School Year: _____

Years in Current Assignment: _____ Date of Evaluation Conference: _____

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

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

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

Standard 4: Professional Development System Support/Professional Responsibilities System Support	*Unsatisfactory*	*Approaches Proficiency*	*Proficient*	*Distinguished*
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				
Comments				

APPENDIX M
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.

DOMAIN 1—Planning and Preparation			
Unsatisfactory	**Basic**	**Proficient**	**Distinguished**
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.	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.	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.	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.
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.	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.	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,	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.

		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 the 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 challenges, 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 lessons 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.
DOMAIN 2—The Classroom Environment			
Unsatisfactory	**Basic**	**Proficient**	**Distinguished**
2a—Patterns of classroom interaction, both between the	2a—Patterns of classroom interactions, both between the	2a—Teacher-student interactions are friendly and	2a—Classroom interactions among the teacher and individual

teacher and students and among students, are mostly negative, inappropriate, or insensitive to students' ages, cultural backgrounds, and developmental levels. Interactions are characterized by sarcasm, put-downs, or conflict. Teacher does not deal with disrespectful behavior.	teacher and students 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.	demonstrate general 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.	students are highly 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.
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.	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.	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.	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.
2c—Much instructional time is lost through inefficient classroom routines and procedures.	2c—Some instructional time is lost through only partially effective classroom routines and procedures.	2c—There is little loss of instructional time because of effective classroom routines and procedures.	2c—Instructional time is maximized because of efficient classroom routines and procedures.

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

the directions and 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.	has only limited 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.	of the lesson, 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.	the directions and 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.
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.	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.	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.	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.

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.	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.	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.	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.
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.	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.	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.	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.
3e—Teacher adheres to the instruction plan in	3e—Teacher attempts to modify the lesson	3e—Teacher promotes the	3e—Teacher seizes an opportunity to enhance

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			
Unsatisfactory	**Basic**	**Proficient**	**Distinguished**
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.

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.	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.	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.	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.
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.	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.	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.	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.
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.	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.	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	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.

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 N

LIBRARIAN TPEP RUBRIC

PLANNING & PREPARATION	LEVEL OF PERFORMANCE			
	UNSATISFACTORY	BASIC	PROFICIENT	DISTINGUISHED
1a. Demonstrating knowledge of literature and current trends in library/media practice and information technology	**1a.** □ Library/Information Technology Specialist demonstrates insufficient knowledge of literature and of current trends in practice and information technology.	**1a.** □ Library/Information Technology Specialist demonstrates limited knowledge of literature and of current trends in practice and information technology.	**1a.** □ Library/Information Technology Specialist demonstrates thorough knowledge of literature and of current trends in practice and information technology.	**1a.** □ Drawing on extensive professional resources, library/information technology specialist demonstrates rich understanding of literature and of current trends in information technology.
1b. Demonstrating knowledge of the school's program and student information needs within that program	**1b.** □ Library/Information Technology Specialist demonstrates insufficient knowledge of the school's content standards and of students' needs for information skills within those standards.	**1b.** □ Library/Information Technology Specialist demonstrates basic knowledge of the school's content standards and of students' needs for information skills within those standards.	**1b.** □ Library/Information Technology Specialist demonstrates thorough knowledge of the school's content standards and of students' needs for information skills within those standards.	**1b.** □ Library/Information Technology Specialist takes a leadership role within the school and district to articulate the needs of students for information technology within the school's academic program.
1c. Establishing goals for the library/media program appropriate to the setting and the students served	**1c.** □ Library/Information Technology Specialist has no clear goals for the media program, or they are inappropriate to either the situation in the school or the age of the students.	**1c.** □ Library/Information Technology Specialist's goals for the media program are rudimentary and are partially suitable to the situation in the school and the age of the students.	**1c.** □ Library/Information Technology Specialist's goals for the media program are clear and appropriate to the situation in the school and to the age of the students.	**1c.** □ Library/Information Technology Specialist's goals for the media program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students and colleagues.
1d. Demonstrating knowledge of resources, both within and beyond the school and district, and access to resources.	**1d.** □ Library/Information Technology Specialist demonstrates insufficient knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	**1d.** □ Library/Information Technology Specialist demonstrates basic knowledge of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	**1d.** □ Library/Information Technology Specialist is fully aware of resources available for students and teachers in the school, in other schools in the district, and in the larger community to advance program goals.	**1d.** □ Library/Information Technology Specialist is fully aware of resources available for students and teachers and actively seeks out new resources from a wide range of sources to enrich the school's program.
1e. Planning the library/media program integrated with the overall school program	**1e.** □ Library/media program consists of a random collection of unrelated activities, lacking coherence or an overall structure.	**1e** □ Library/Information Technology Specialist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals.	**1e.** □ Library/Information Technology Specialist's plan is well designed to support both teachers and students in their information needs.	**1e.** □ Library/Information Technology Specialist's plan is highly coherent, taking into account the competing demands of scheduled time in the library, consultative work with teachers, and work in maintaining and extending the collection; the plan has been developed after consultation with teachers.

1f. Developing a plan to assess students within the library/media program	**1f.** Library/Information Technology Specialist has no plan to assess students within the library/media program or resists suggestions that such an evaluation is important.	**1f.** Library/Information Technology Specialist has a rudimentary plan to assess students within library/media program.	**1f.** Library/Information Technology Specialist's plan to assess students within the library/media program is organized around clear standards and the collection of evidence to indicate the degree to which the standards have been met.	**1f.** Library/Information Technology Specialist's plan to assess students is highly sophisticated, with multiple sources of evidence and a clear path toward improving the program on an ongoing basis.

	LEVEL OF PERFORMANCE			
ENVIRONMENT	**UNSATISFACTORY**	**BASIC**	**PROFICIENT**	**DISTINGUISHED**
2a. Creating an environment of respect and rapport	**2a.** Patterns of interactions, both between the library/information technology specialist and students and among students, are negative, inappropriate, or insensitive to students' cultural backgrounds and are characterized by sarcasm, put-downs, or conflict.	**2a.** Patterns of interactions, both between the library/information technology specialist and students, and among students, are generally appropriate and free from conflict but may be characterized by occasional displays of insensitivity or lack of responsiveness to cultural or developmental differences among students.	**2a.** Patterns of interactions, both between the library/information technology specialist and students, and among students, are polite and respectful, and reflecting general warmth and caring, and are appropriate to the cultural and developmental differences among groups of students.	**2a.** Patterns of interactions among the library/information technology specialist and individual students are highly respectful, reflecting genuine warmth and caring and sensitivity to students' cultures and levels of development. Students themselves ensure high levels of civility among students in the library.
2b. Establishing a culture for learning	**2b.** Library/Information Technology Specialist conveys insufficient effort to creating a culture for learning with high expectations.	**2b.** Library/Information Technology Specialist goes through the motions of performing the work of the position, with limited commitment to establishing a culture for learning with high expectations.	**2b.** Library/Information Technology Specialist establishes a culture for learning with high expectations that conveys a sense of the importance of learning.	**2b.** Library/Information Technology Specialist establishes a culture for learning with high expectations that conveys a sense of the importance of learning. In addition, students show initiative for extending their learning and/or the learning of others.
2c. Establishing and maintaining library procedures	**2c.** Library routines and procedures (for example, for circulation of materials, working on computers, independent work) are either non-existent or inefficient, resulting in general confusion. Library Clerks are confused as to their role.	**2c.** Library routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established but function sporadically. Efforts to establish guidelines for library clerks are partially successful.	**2c.** Library routines and procedures (for example, for circulation of materials, working on computers, independent work) have been established and function smoothly. Library clerks are clear as to their role.	**2c.** Library routines and procedures (for example, for circulation of materials, working on computers, independent work) are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Library clerks work independently and contribute to the success of the Library.

2d. Managing student behavior	**2d.** □ There is no evidence that standards of conduct have been established, and there is insufficient monitoring of student behavior. Response to student misbehavior is repressive or disrespectful of student dignity.	**2d.** □ It appears that the library/information technology specialist has made an effort to establish standards of conduct for students and tries to monitor student behavior and respond to student misbehavior, but these efforts are not always successful.	**2d.** □ Standards of conduct appear to be clear to students, and the library/information technology specialist monitors student behavior against those standards. Library/Information Technology Specialist's response to student misbehavior is appropriate and respectful to students.	**2d.** □ Standards of conduct are clear, with evidence of student participation in setting them. Library/Information Technology Specialist's monitoring of student behavior is subtle and preventive, and response to student misbehavior is sensitive to individual student needs. Students take an active role in monitoring the standards of behavior.
2e. Organizing physical space	**2e.** □ Library/Information Technology Specialist makes poor use of the physical environment, resulting in poor traffic flow, confusing signage, inadequate space devoted to work areas and computer use.	**2e.** □ Library/Information Technology Specialist's efforts to create a safe learning environment are inconsistent, resulting in occasional confusion.	**2e.** □ The Library is safe, and learning is accessible to all students. The Library/Information Technology Specialist ensures that the physical arrangement is appropriate to the learning activities. The Library/Information Technology Specialist makes effective use of physical resources, including computer technology.	**2e.** □ The Library is safe, and learning is accessible to all students. The Library/Information Technology Specialist ensures that the physical arrangement is appropriate to the learning activities. The Library/Information Technology Specialist makes effective use of physical resources, including computer technology. Students contribute to the use or adaption of the physical environment to advance learning.

DELIVERY OF SERVICE	**LEVELOF PERFORMAN CE**			
	UNSATISFACTORY	**BASIC**	**PROFICIENT**	**DISTINGUISHED**
3a. Communicating with students	**3a.** □ The instructional purpose of the lesson is unclear to students and/or the directions and procedures are confusing. The Library/Information Technology Specialist's explanation of the content contains major errors.	**3a.** □ Library/Information Technology Specialist's attempt to explain the instructional purpose of the lesson has only limited success, and/or directions and procedures must be clarified after initial student confusion.	**3a.** □ Library/Information Technology Specialist clearly communicates instructional purpose of the lesson and explains procedures and directions clearly. During the explanation of content, the teacher invites students to intellectual engagement. Library/Information Technology Specialist's spoken and written language is clear and correct and uses vocabulary appropriate to the students' ages and interests.	**3a.** □ Library/Information Technology Specialist clearly communicates instructional purpose of the lesson and explains procedures and directions clearly, anticipating possible student misunderstandings. Library/ media specialist links instructional purpose to student interests. Students contribute to extending the content and help explain concepts to their classmates.
3b. Questioning and Inquiry	**3b.** □ Library/Information Technology Specialist does not use questions effectively and tells students what to do or leaves them on their own.	**3b.** □ Library/Information Technology Specialist uses limited questioning strategies that guide students and help them think about inquiry.	**3b.** □ Library/Information Technology Specialist includes open-ended and probing questions to guide students' inquiry and to help	**3b.** □ Library/Information Technology Specialist uses a variety or series of questions including open-ended and probing questions to guide students' inquiry and to help students

			students think critically as they formulate their own questions.	think critically and initiate topics related to their learning.
3c. Engaging students in learning	**3c.** □ The learning tasks and activities are poorly aligned with instructional outcomes or require only rote responses.	**3c.** □ The learning tasks and activities are partially aligned but only require minimum thinking by students, allowing most to be passive or merely compliant.	**3c.** □ The learning tasks and activities are aligned with the instructional outcomes. The Library/Information Technology Specialist models and facilitates effective use of resources and engages students in activities.	**3c.** □ The learning tasks and activities are aligned with the instructional outcomes. The Library/Information Technology Specialist models and facilitates effective use of resources and engages students in activities. Virtually all students are highly engaged in challenging content and learning tasks and take initiatives in ensuring the engagement of their peers.
3d. Using Assessment in Instruction	**3d.** □ Insufficient assessments that inform instruction are used by the Library/Information Technology Specialist and/or students. Students are unaware of assessment criteria.	**3d.** □ Assessments that inform instruction are used sporadically by the Library/information technology specialist and/or students. Students are unaware of assessment criteria. Questions, prompts, and assessments are rarely used to diagnose evidence of learning.	**3d.** □ Assessments that inform instruction are used regularly by the Library/Information Technology Specialist and/or students. Students are aware of assessment criteria. Questions, prompts, and assessments are used to diagnose evidence of learning.	**3d.** □ Assessments that inform instruction are fully integrated by Library/Information Technology Specialist and/or students. Students are aware and have contributed to the assessment criteria. Questions, prompts, and assessments are used regularly by students to diagnose evidence of learning.
3e. Demonstrating flexibility and responsiveness	**3e.** □ Library/Information Technology Specialist adheres to the plan, in spite of evidence of its inadequacy.	**3e.** □ Library/Information Technology Specialist makes modest changes in the library/media program when confronted with evidence of the need for change.	**3e.** □ Library/Information Technology Specialist makes revisions to the library/media program when they are needed.	**3e.** □ Library/Information Technology Specialist is continually seeking ways to improve the library/media program and makes changes as needed in response to student, parent, or teacher input.

PROFESSIONAL RESPONSIBILITIES	**LEVEL OF PERFORMANCE**			
	UNSATISFACTORY	**BASIC**	**PROFICIENT**	**DISTINGUISHED**
4a. Reflecting on practice	**4a.** □ Library/Information Technology Specialist does not reflect on practice, or the reflections are inaccurate or self-serving.	**4a** □ Library/Information Technology Specialist's reflection on practice is moderately accurate and objective, without citing specific examples and with only global suggestions as to how it might be improved.	**4a** □ Library/Information Technology Specialist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Library/Information Technology Specialist makes some specific suggestions as to how the media program might be improved.	**4a.** □ Library/Information Technology Specialist's reflection is highly accurate and perceptive, citing specific examples. Library/Information Technology Specialist draws on an extensive repertoire to suggest alternative strategies and their likely success.

4b Maintaining the library collection	**4b** Library/Information Technology Specialist fails to adhere to district or professional guidelines in selecting materials for the collection and does not periodically purge the collection of outdated material. Collection is unbalanced among different areas.	**4b** Library/Information Technology Specialist is partially successful in attempts to adhere to district or professional guidelines in selecting materials, to weed the collection, and to establish balance.	**4b** Library/Information Technology Specialist adheres to district or professional guidelines in selecting materials for the collection and periodically purges the collection of outdated material. Collection is balanced among different areas and student interests.	**4b** Library/Information Technology Specialist selects materials for the collection thoughtfully and in consultation with teaching colleagues, and periodically purges the collection of outdated materials. Collection is balanced among different areas with student input.
4c. Communicating with the larger community	**4c.** Library/Information Technology Specialist makes no effort to engage in outreach efforts to parents or the larger community.	**4c.** Library/Information Technology Specialist makes sporadic efforts to engage in outreach efforts to parents or the larger community.	**4c.** Library/Information Technology Specialist engages in outreach efforts to parents and the larger community.	**4c.** Library/Information Technology Specialist is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit.
4d. Participating in a professional community	**4d.** Library/Information Technology Specialist's relationships with colleagues are negative or self-serving, and the specialist avoids being involved in school and district events and projects.	**4d.** Library/Information Technology Specialist's relationships with colleagues are cordial, and the specialist participates in school and district events and projects when specifically requested.	**4d.** Library/Information Technology Specialist participates actively in school and district events and projects and maintains positive and productive relationships with colleagues.	**4d.** Library/Information Technology Specialist makes a substantial contribution to school and district events and projects and assumes leadership with colleagues.
4e. Growing and Developing Professionally.	**4e.** Library/Information Technology Specialist does not participate in professional development activities, even when such activities are clearly needed for the enhancement of skills.	**4e.** Library/Information Technology Specialist's participation in professional development activities is limited to those that are convenient or are required.	**4e.** Library/Information Technology Specialist seeks out opportunities for professional development based on an individual assessment of need and/or feedback from colleagues.	**4e.** Library/Information Technology Specialist actively pursues professional development opportunities and makes a substantial contribution to the profession by initiating activities and seeking feedback from colleagues.
4f. Showing professionalism	**4f.** Library/Information Technology Specialist displays dishonesty in interactions with colleagues, students, and the public. Library/Information Technology Specialist is not alert to student needs.	**4f.** Library/Information Technology Specialist is honest in interactions with colleagues, students, and the public. Library/Information Technology Specialist attempts, inconsistently, to serve students.	**4f.** Library/Information Technology Specialist displays high standards of honesty and integrity in interactions with colleagues, students, and the public. Library/Information Technology Specialist is active in serving students, working to insure that all students receive a fair opportunity to succeed.	**4f.** Library/Information Technology Specialist can be counted on to hold the highest standards of honesty and integrity and takes a leadership role with colleagues. Library/Information Technology Specialist is highly proactive in serving students, seeking out resources when needed.

APPENDIX O – RCW 13.04.155

Copy of RCW 13.04.155 (current as of August 2023)

RCW 13.04.155

Notification to designated recipient of adjudication or conviction—Information exempt from disclosure.

(1) The provisions of this section apply only to persons who:
(a) Were adjudicated in juvenile court or convicted in adult criminal court of:
(i) A violent offense as defined in RCW 9.94A.030;
(ii) A sex offense as defined in RCW 9.94A.030;
(iii) Any crime under chapter 9.41 RCW; or
(iv) Unlawful possession or delivery, or both, of a controlled substance in violation of chapter 69.50 RCW;
(b) Are twenty-one years of age or younger; and
(c) Have not received a high school diploma or its equivalent.
(2)(a) The court must provide written notification of the juvenile court adjudication or adult criminal court conviction of a person described in subsection (1) of this section to the designated recipient of the school where the person:
(i) Was enrolled prior to adjudication or conviction; or
(ii) Has expressed an intention to enroll following adjudication or conviction.
(b) No notification is required if the person described in subsection (1) of this section is between eighteen and twenty-one years of age and:
(i) The person's prior or intended enrollment information cannot be obtained; or
(ii) The person asserts no intention of enrolling in an educational program.
(3) Any information received by a designated recipient under this section is exempt from disclosure under chapter 42.56 RCW 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.
(4) For the purposes of this section, "designated recipient" means: (a) The superintendent of the school district, or his or her designee, of a common school as defined in RCW 28A.150.020 or a school that is the subject of a state-tribal education compact under chapter 28A.715 RCW; (b) the administrator of a charter public school governed by chapter 28A.710 RCW; or (c) the administrator of a private school approved under chapter 28A.195 RCW.
[2020 c 167 § 6; 2000 c 27 § 1; 1997 c 266 § 7.]

APPENDIX P

Salary Schedule Placement Regulations (unless superseded above)

Excerpts from Chapter 392-121 WAC in Effect for 2017-18 School Year

WAC 392-121-249 Definition—Accredited institution of higher education. As used in this chapter, "accredited institution of higher education" means an institution of higher education that has been accredited by a national or regional accrediting association recognized by the Washington student achievement council and the secretary of the U.S. Department of Education pursuant to WAC 181-78A-010(7).

WAC 392-121-250 Definition—Highest degree level. As used in this chapter, the term "highest degree level" means:

(1) The highest degree earned by the employee from an accredited institution of higher education, pursuant to WAC 392-121-249; or

(2) "Nondegreed" for a certificated instructional employee who:

(a) Holds no bachelor's or higher level degree; or

(b) Holds a bachelor's or higher level degree and a valid vocational/career and technical education certificate, but:

(i) The bachelor's or higher level degree was not a requirement of any past or present education certificate or permit, including the vocational/career and technical education certificate, pursuant to chapter 181-77 or 181-79A WAC; and

(ii) Whose highest placement pursuant to WAC 392-121-270 is as a nondegreed certificated instructional employee.

WAC 392-121-255 Definition—Academic credits. As used in this chapter, "academic credits" means credits determined as follows:

(1) Credits are earned after the awarding or conferring of the employee's first bachelor's degree;

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter;

(3) Credits are earned from an accredited institution of higher education: Provided, That credits, determined eligible pursuant to subsections (1), (2), (4) and (6) of this section, earned from any other accredited community college, college, or university and reported on Form S-275 on or before December 31, 1992, shall continue to be reported;

(4) Credits are transferrable or applicable to a bachelor's or more advanced degree program: Provided, That for educational courses which are the same or identical no more credits for that educational course than are transferrable or applicable to a bachelor's or more advanced degree program at that institution shall be counted;

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262;

(6) Credits are not counted as in-service credits pursuant to WAC 392-121-257 or nondegree credits pursuant to WAC 392-121-259;

(7) The number of credits equals the number of quarter hours, units or semester hours each converted to quarter hours earned pursuant to this section; and

(8) Accumulate credits rounded to one decimal place.

WAC 392-121-257 Definition—In-service credits. As used in this chapter, "in-service credits" means credits determined as follows:

(1) Credits are earned:

(a) After August 31, 1987; and

(b) After the awarding or conferring of the employee's first bachelor's degree.

(2) Credits are earned on or before October 1 of the year for which allocations are being calculated pursuant to this chapter.

(3) Credits are earned in either:

(a) A locally approved in-service training program which means a program approved by a school district board of directors or charter school board, and meeting standards adopted by the professional educator standards board pursuant to the standards in WAC 181-85-200 and the development of which has been participated in by an in-service training task force whose membership is the same as provided under RCW 28A.415.040; or

(b) A state approved continuing education program offered by an education agency approved to provide in-service for the purposes of continuing education as provided for under rules adopted by the professional educator standards board pursuant to chapter 181-85 WAC.

(4) Credits are not earned for the purpose of satisfying the requirements of the employee's next highest degree.

(5) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(6) Credits are not counted as academic credits pursuant to WAC 392-121-255 or nondegree credits pursuant to WAC 392-121-259.

(7) Ten locally approved in-service or state approved continuing education credit hours defined in WAC 181-85-030 equal one in-service credit.

(8) Each forty hours of participation in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC equals one in-service credit.

(a) No more than two in-service credits may be earned as a result of an internship during any calendar-year period.

(b) Each individual is limited to a maximum of fifteen in-service credits earned from internships.

(9) Accumulate credits rounded to one decimal place.

WAC 392-121-259 Definition—Nondegree credits. As used in this chapter, "nondegree credits" means credits recognized for nondegreed certificated instructional employees as follows:

(1) Zero credits shall be recognized for persons holding a valid certificate other than a certificate included in subsection (2) or (3) of this section.

(2) Thirty credits shall be recognized for persons holding a valid continuing or standard school nurse certificate.

(3) Persons holding valid vocational/career and technical education certificates as provided for in chapter 181-77 WAC shall accumulate recognized credits as follows:

(a) One credit for each one hundred clock hours of occupational experience as defined in WAC 181-77-003(7), subject to the following conditions and limitations:

(i) Clock hours of occupational experience used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements of three years (six thousand hours) as established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(ii) Nondegree credits based on occupational experience shall be limited to a maximum of twenty credits per calendar year.

(iii) Nondegree credits based on occupational experience shall exclude experience determined pursuant to WAC 392-121-264 (1)(a) through (d).

(b) One credit for each ten clock hours of vocational/career and technical education educator training meeting the requirements of WAC 181-77-003 (2), (9), or (12). Clock hours of vocational/career

and technical education educator training used in determining nondegree credits must be earned after meeting the minimum vocational/career and technical education certification requirements as established in WAC 181-77-041 (1)(b) and (c), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held.

(4) Credits earned after September 1, 1995, must satisfy the additional requirements of WAC 392-121-262.

(5) Accumulate credits rounded to one decimal place.

WAC 392-121-261 Definition—Total eligible credits. As used in this chapter, "total eligible credits" means the total number of credits determined as follows:

(1) For an employee whose highest degree is a bachelor's degree, sum:

(a) Academic and in-service credits; and

(b) Nondegree credits, determined pursuant to WAC 392-121-259 and reported on Report S-275 prior to the awarding of the bachelor's degree for vocational/career and technical education instructors who obtain a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor.

(2) For an employee whose highest degree is a master's degree, sum:

(a) Academic and in-service credits in excess of forty-five earned after the awarding or conferring of the bachelor's degree and prior to the awarding or conferring of the master's degree; and

(b) Academic and in-service credits earned after the awarding or conferring of the master's degree.

(3) For a nondegreed employee sum only nondegree credits.

WAC 392-121-262 Definition—Additional criteria for all credits. Credits earned after September 1, 1995, must satisfy the following criteria in addition to those found in WAC 392-121-255, 392-121-257, and 392-121-259:

(1) At the time credits are recognized by the school district or charter school, the content of the course must meet at least one of the following:

(a) It is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;

(b) It pertains to the individual's current assignment or expected assignment for the following school year;

(c) It is necessary for obtaining endorsement as prescribed by the Washington professional educator standards board;

(d) It is specifically required for obtaining advanced levels of certification;

(e) It is included in a college or university degree program that pertains to the individual's current assignment or potential future assignment as a certificated instructional staff;

(f) It addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or

(g) Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

(2) Credits which have been determined to meet one or more of the criteria in subsection (1) of this section shall continue to be recognized in subsequent school years and by subsequent school district and charter school employers; and

(3) Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school

in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer.

WAC 392-121-264 Definition—Certificated years of experience. Regardless of the experience factors used by a school district or charter school for the purposes of its salary schedule(s), as used in this chapter, the term "certificated years of experience" means the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state, and a foreign country. School districts and charter schools shall report all certificated years of experience including those beyond the experience limit of the school district's or charter school's salary schedule.

(1) Professional education employment shall be limited to the following:

(a) Employment in public or private preschools or elementary and secondary schools in positions which require certification where:

(i) Schools include the Centrum education program, the Pacific Science Center education program, educational centers authorized under chapter 28A.205 RCW, and Seattle Children's Hospital education program;

(ii) Certification means the concurrent public professional education licensing requirements established in the state, province, country, or other governmental unit in which employment occurred and which, for the state of Washington, refers to the certificates authorized by WAC 181-79A-140 and temporary permits authorized by WAC 181-79A-128;

(b) Employment in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges, and universities in positions comparable to those which require certification in Washington school districts;

(c) Employment in a governmental educational agency with regional administrative responsibilities for preschool, elementary, and/or secondary education including but not limited to an educational service district, office of superintendent of public instruction, or United States department of education in any professional position including but not limited to C.P.A., architect, business manager, or physician;

(d) Experience in the following areas:

(i) Military, Peace Corps, or Vista service which interrupted professional education employment included in (a), (b), or (c) of this subsection; and

(ii) Sabbatical leave.

(e) For nondegreed vocational/career and technical education instructors, up to a maximum of six years of management experience as defined in WAC 181-77-003(6) acquired after the instructor meets the minimum vocational/career and technical education certification requirements of three years (six thousand hours) established in WAC 181-77-041 (1)(a)(i), regardless of when the initial certificate is issued and regardless of type of vocational/career and technical education certificate held. If a degree is obtained while employed in the state of Washington as a nondegreed vocational/career and technical education instructor, the eligible years of management experience pursuant to this subsection reported on Report S-275 prior to the awarding of the degree shall continue to be reported but shall not increase.

(f) Beginning in the 2007-08 school year, for occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers regulated under Title 18 RCW, years of experience may include employment as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, that does not otherwise meet the requirements of (a) through (e) of this subsection, subject to the following conditions and limitations:

(i) Experience included under this subsection shall be limited to a maximum of two years.

(ii) The calculation of years of experience shall be that one year of experience in a school or other nonschool position counts as one year of experience for the purposes of this subsection, per subsection (2)(a) of this section.

(iii) Employment as occupational therapists shall be limited to the following:

(A) In positions requiring licensure as an occupational therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid occupational therapist license, or other comparable occupational therapist credential.

(iv) Employment as physical therapists shall be limited to the following:

(A) In positions requiring licensure as a physical therapist under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid physical therapist license, or other comparable physical therapist credential.

(v) Employment as nurses shall be limited to the following:

(A) In positions requiring licensure as a registered nurse under Title 18 RCW, or comparable out-of-state employment; and

(B) While holding a valid registered nurse license, or other comparable registered nurse credential.

(vi) Employment as speech-language pathologists or audiologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by speech-language pathologists or audiologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for conditional certification as a school speech-language pathologist or audiologist established in WAC 181-79A-231 (1)(c)(iv).

(vii) Employment as counselors shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by counselors regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school counselor established in WAC 181-79A-231(3).

(viii) Employment as psychologists shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by psychologists regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school psychologist established in WAC 181-79A-231(3).

(ix) Employment as social workers shall be limited to the following:

(A) In positions requiring the same or similar duties and responsibilities as are performed by social workers regulated under Title 18 RCW; and

(B) After completion of the minimum requirements for emergency certification as a school social worker established in WAC 181-79A-231(3).

(x) Certificated years of experience as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, determined pursuant to this subsection and reported on Report S-275, by teachers and other certificated staff who are no longer employed as occupational therapists, physical therapists, nurses, speech-language pathologists, audiologists, counselors, psychologists, and social workers, shall continue to be reported but shall not increase.

(2) Years of full-time and part-time professional education employment prior to the current reporting school year are accumulated as follows:

(a) For each professional education employment which is not employment as a casual substitute pursuant to subsection (1)(a) of this section;

(i) Determine the total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) Determine the number of hours, or other unit of measure, per year with each employer, including paid leave and excluding unpaid leave;

(iii) Calculate the quotient of the hours, or other unit of measure, determined in (a)(ii) of this subsection divided by the hours, or other unit of measure, in (a)(i) of this subsection rounded to two decimal places for each year.

(b) For professional education employment as a casual substitute pursuant to subsection (1)(a) of this section:

(i) Determine the total number of full-time equivalent substitute days per year;

(ii) Calculate the quotient of full-time equivalent days determined in (b)(i) of this subsection divided by 180 rounded to two decimal places for each year.

(c) No more than 1.0 year may be accumulated in any traditional nine-month academic year or any twelve-month period.

(i) Accumulate, for each year, professional education employment calculated in (a)(iii) and (b)(ii) of this subsection.

(ii) Determine the smaller of the result in (c)(i) of this subsection or 1.00 for each year.

(d) Determine certificated years of experience as the accumulation of all years of professional education employment calculated in (c)(ii) of this subsection and report such years rounded to one decimal place.

WAC 392-121-266 Definition—LEAP salary allocation documents. As used in this chapter, "LEAP salary allocation documents" means the computerized tabulations prepared by the legislative evaluation and accountability program (LEAP) and identified in the state Operating Appropriations Act as part of the formula for determining average salaries for the purpose of allocating state moneys to school districts or charter schools.

WAC 392-121-270 Placement of certificated instructional employees on LEAP salary allocation documents. Each certificated instructional employee shall be placed on LEAP salary allocation documents with the highest placement based on the employee's highest degree level, total eligible credits, and certificated years of experience each defined in this chapter: Provided, That

(1) If an employee holds more than one degree of the same level, additional credits shall be counted after the first degree.

(2) An employee whose highest degree is a bachelor's degree, whose total eligible credits are ninety or greater, and whose total eligible credits earned prior to January 1, 1992, were less than one hundred thirty-five shall be placed on the BA + 90 column.

(3) An employee whose highest degree level is nondegreed shall be placed on the BA columns except that such persons holding valid vocational/career and technical education certificates with one hundred thirty-five or more eligible credits shall be placed on the MA + 0 column.

(4) A vocational/career and technical education instructor who obtains a bachelor's degree while employed in the state of Washington as a nondegreed vocational/career and technical education instructor and for whom one hundred thirty-five or more eligible credits determined pursuant to WAC 392-121-259 were reported on Report S-275 prior to the awarding of that bachelor's degree shall continue to be placed on the MA + 0 column and shall not advance to any other column unless a master's degree is obtained.

(5) For placement on LEAP salary allocation documents, total eligible credits and certificated years of experience shall be rounded to the nearest whole number. One-half credit or year shall be rounded to the next highest credit or year.

WAC 392-121-280 Placement on LEAP salary allocation documents—Documentation required. School districts and charter schools shall have documentation on file and available for review

which substantiates each certificated instructional employee's placement on LEAP salary allocation documents. The minimum requirements are as follows:

(1) Districts and charter schools shall document the date of awarding or conferring of the highest degree including the date upon which the degree was awarded or conferred as recorded on the diploma or transcript from the registrar of the accredited institution of higher education.

(a) If the highest degree is a master's degree, the district or charter school shall also document the date of awarding or conferring of the first bachelor's degree.

(b) If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, a written statement from the registrar of the institution verifying a prior completion date shall be adequate documentation.

(c) If the degree program was completed in a country other than the United States, documentation must include documentation in English of degree equivalency for the appropriate degree as allowed by WAC 181-79A-260: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7).

(2) Districts and charter schools shall document academic credits by having on file a transcript from the registrar of the accredited institution of higher education granting the credits. For purposes of this subsection:

(a) An academic credit is deemed "earned" at the end of the term for which it appears on the transcript: Provided, That a written statement from the registrar of the institution verifying a prior earned date may establish the date a credit was earned;

(b) Washington state community college credits numbered one hundred and above are deemed transferable for purposes of WAC 392-121-255(4) subject to the limitations of that same subsection;

(c) Credits are not deemed "earned" at an institution of higher education which transfers-in credits. Such credits must be documented using a transcript from the initial granting institution and are subject to all the limitations of WAC 392-121-255;

(d) If the credits were completed in a country other than the United States, documentation must include a written statement of credit equivalency for the appropriate credits from a foreign credentials' evaluation agency approved by the office of superintendent of public instruction: Provided, That documentation of degree equivalency is not required if that institution of higher education is already accredited pursuant to WAC 181-78A-010(7); and

(e) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(3) Districts and charter schools shall document in-service credits:

(a) By having on file a document meeting standards established in WAC 181-85-107; and

(b) For credits earned after September 1, 1995, districts and charter schools shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district or charter school representative and must be available to the employee's future employers.

(4) Districts and charter schools shall document nondegree credits.

(a) For vocational/career and technical education educator training credits pursuant to WAC 392-121-259(3) districts and charter schools shall have on file a document meeting standards established in WAC 181-85-107 and evidence that the training was authorized pursuant to WAC 181-77-003 (2), (9), or (12).

(b) For credits calculated from converted occupational experience pursuant to WAC 392-121-259(3) districts and charter schools shall have on file documents which provide:

(i) Evidence that the occupational experience meets the requirements of WAC 181-77-003(7);

(ii) Evidence of the individual's actual number of hours of employment for each year including dates of employment; and

(iii) The district or charter school calculation of converted credits pursuant to WAC 392-121-259(3).

(c) For credits earned after September 1, 1995, districts shall document that the course content meets one or more of the criteria of WAC 392-121-262(1). At a minimum, such documentation must include a dated signature of the immediate principal, supervisor, or other authorized school district representative and must be available to the employee's future employers.

(5) Districts and charter schools shall document certificated years of experience as follows:

(a) For certificated years of experience obtained and reported on Report S-275 prior to the 1994-95 school year districts and charter schools shall have on file documents that provide evidence of employment including dates of employment.

(b) For certificated years of experience reported on Report S-275 for the first time after the 1993-94 school year districts and charter schools shall have on file:

(i) The total number of hours, or other unit of measure, per year for an employee working full-time with each employer;

(ii) The number of hours, or other unit of measure (worked by the employee), per year and dates of employment with each employer, including paid leave and excluding unpaid leave: Provided, That documentation of hours in excess of one full-time certificated year of experience in any twelve-month period is not required;

(iii) The quotient of the hours, or other unit of measure, determined in (b)(ii) of this subsection divided by the hours, or other unit of measure, in (b)(i) of this subsection rounded to two decimal places for each year;

(iv) The name and address of the employer;

(v) For those counting experience outside of the school district or charter school pursuant to WAC 392-121-264 (1)(a), evidence whether or not the position required professional education certification pursuant to WAC 392-121-264 (1)(a)(ii);

(vi) For those counting experience pursuant to WAC 392-121-264 (1)(b), a brief description of the previous employment which documents the school district's or charter school's decision that the position was comparable to one requiring certification in the Washington school districts;

(vii) For those counting management experience pursuant to WAC 392-121-264 (1)(e), evidence that the experience meets the requirements of WAC 181-77-003(6);

(viii) For those counting experience (for educational staff associates) pursuant to WAC 392-121-264 (1)(f), evidence that the previous employment meets the requirements in the applicable subsections of WAC 392-121-264 (1)(f).

(6) Any documentation required by this section may be original or copies of the original: Provided, That each copy is subject to school district or charter school acceptance or rejection.

(7) The falsification or deliberate misrepresentation, including omission of a material fact concerning degrees, credits, or experience by an education practitioner as defined in WAC 181-87-035 shall be deemed an act of unprofessional conduct pursuant to WAC 181-87-050. In such an event the provisions of chapters 181-86 and 181-87 WAC shall apply.