

MASTER CONTRACT

between

NORTH FRANKLIN EDUCATION ASSOCIATION

and

NORTH FRANKLIN SCHOOL DISTRICT

September 1, 2019 – August 31, 2020



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**Collective Bargaining Contract
North Franklin School District No. J51-162
and
North Franklin Education Association
September 1, 2019 to and including August 31, 2020**

This Collective Bargaining Contract is made by and between the North Franklin School District No. J51-162, hereafter called the "District," and the North Franklin Education Association, hereafter called the "Association", and includes all of the following Articles, Provisions and Appendices.

PREAMBLE:

Whereas, the Board and Association have a statutory obligation pursuant to state law, to bargain in good faith with respect to proposals presented in negotiations, and

Whereas, the wages, hours, and terms and conditions of employment have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Educational Employee Relations Act, and

Whereas, the parties have reached certain understandings which they desire to confirm in this Contract, it is hereby agreed as follows:

ARTICLE I

ADMINISTRATION

Section A: Definitions of Terms

1. The term "District" shall mean North Franklin School District Number J151-162.
2. The term "Board" shall mean the board of directors of the District.
3. The term "Association" shall mean the North Franklin Education Association.
4. The term "parties" shall mean the District and Association.
5. The term "Agreement" shall mean this collective bargaining agreement.
6. The term "employee(s)" shall mean those educational employees for whom the Association is the recognized bargaining agent.
7. The term "WAC" shall mean the Washington Administrative Code.
8. The term "RCW" shall mean the Revised Code of Washington.
9. The term "Superintendent" shall mean the chief administrative officer or the District or his/her designee.
10. The term "President" shall mean the president of the Association or his/her designee.
11. The term "contract" shall mean the individual contract issued to each employee pursuant to RCW 28A.404.240.
12. The term "supplemental contract" shall mean that contract issued and signed in accordance with RCW 28A.404.240.
13. The term "SPI" shall mean the office of Superintendent of Public Instruction.
14. The term "AR" shall mean association representative(s).
15. The term "PGO" shall mean association professional growth option.
16. The term "BEA" shall mean Basic Education Act.
17. The term "day" shall mean a contract day, except as provided in Article III, section D.1.C.
18. The term "casual employee" shall mean an employee hired temporarily to substitute for a regular employee with twenty-nine (29) or fewer days.

Section B: Association Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all regular full time and regular part time professional certificated personnel whether under contract or on leave, employed by the Board.

Regular part-time employees include substitute certificated employees employed by the North Franklin School District for more than thirty (30) days of work within the preceding twelve (12) months and who continue to be available for employment as substitute teachers.

Regular part-time employees include substitute certificated employees employed by the North Franklin School District for a period in excess of twenty (20) consecutive days in the same assignment.

Bargaining unit substitutes shall be entitled to the wage rates identified in Article III, section O.5. and shall have no other contract rights.

Such representation shall exclude the Superintendent, Business Manager, Special Programs Director, Special Education Director, Curriculum Director, Principal, Assistant Principal, and daily substitutes employed less than twenty (20) consecutive days or less than thirty (30) accumulative days. The term employee when used hereinafter in the Contract shall refer to all professional certificated employees represented by the Association in the bargaining unit as above defined. The term "Teacher" shall refer only to classroom personnel.

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

Section C: Status of the Contract

This Contract shall become effective when ratified by the Board and Association and executed by authorized representatives thereof.

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

Any rules, regulations, policies, resolutions, or practices of the District not in conflict or inconsistent with the terms of this Contract may remain in effect.

Unless otherwise provided in the Contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries or employee benefits, under existing rules, regulations, policies, resolutions and practices of the District in effect prior to the effective date of this Contract.

The Association or District, or an employee, building staff, or administrator may file a request for a waiver of any provision of this contract. Waiver requests shall be submitted in writing to both the Association President and the Superintendent, and shall state the section(s) to be waived, and the person(s) to whom the waiver would apply. Either the District or the Association may ask for additional information from the party requesting the waiver prior to approving or denying the waiver. The District and Association shall each approve or deny a request for waiver within thirty (30) calendar days of receipt of the request. If additional time is needed to process the waiver, parties may mutually agree to extend the thirty (30) day timeline. Waivers approved by both the Association and the District shall be recorded in writing, signed

by representatives of both parties, and state the section(s) to be waived, and the person(s) to whom the waiver shall apply. It shall also specify the duration of the waiver, provided that no waiver shall have a duration longer than the expiration of the collective bargaining agreement. Denials of waivers shall be accompanied by a written explanation.

Section D: Conformity to Law - Saving Clause

If any provision of this Contract or any application of this contract to any certificated employee or group of certificated employees shall be found contrary to law by a court of jurisdiction, such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

If any provision of the contract is so held to be contrary to law, either party may notify the other party that it wishes to negotiate the matter.

Section E: Contracting Out

The Board shall not subcontract instructional work performed by the members of the bargaining unit as covered under the terms and conditions of the contract without prior bargaining on said matter.

Section F: Distribution of Contract

After final adoption of this contract between the Association and the Board, the Association shall prepare a camera-ready copy of the Contract and the District shall print and distribute to all certificated employees copies of said contract. Fifteen additional copies shall be provided to the Association president.

Section G: Contract Administration

Upon request by either party, Association officials and District administrators shall mutually schedule meetings to discuss school problems relating to the administration, interpretation and/or compliance with this Collective Bargaining Contract.

Section H: Management Rights

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

Section I: Dues, Deductions & Representation Fees

1. North Franklin Education Association (NFEA) 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 NFEA, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school, or within thirty (30) days of an individual's beginning date of employment.

2. No member of the bargaining unit shall be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, shall be required to pay a representation fee to the Association. The amount of the representation fee shall be determined by the Association, and transmitted to the Business Office in writing. Nonmembers shall not be allowed to make a payroll deduction for WEA-PAC or the NEA-FCPE. The representation fee shall be regarded as fair compensation and

reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

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

Any employee objecting to the representation fee based on bona fide religious tenets, or teachings, of a church pursuant to RCW 41.59 and WAC 391-30-900, shall notify the Association and the District of such objection in writing. Upon filing of such objection, and after it has been determined that an employee has a bona fide religious objection to the payment of the representation fee, the employee and the Association shall agree on an appropriate secular charity. In the event agreement cannot be reached, the charity shall be designated by the Public Employment Relations Commission pursuant to RCW 41.59.100.

The Association shall indemnify, defend and hold the District harmless against any claim made or judgment rendered against the District resulting from any deduction of Association dues or representation fee. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision, provided such error has been brought to the attention of the Association within one year of the erroneous payment. In the event of any suits against the District relative to dues or representation fee deductions, the District shall be entitled to select its own attorney(s).

ARTICLE II

BUSINESS

Section A: Payroll Deductions

1. Upon written authorization of any certificated employee within the bargaining unit, the District shall deduct from the pay of such employee the monthly amount of dues required for membership in the Association, as certified by the Association, and transmit said dues to the treasurer of the Association according to current practice, unless otherwise advised by the Association. The District shall be held harmless, including reasonable attorney fees, for compliance with this provision.
2. The Association shall provide an automatic payroll authorization form to each certificated employee. The certificated employee shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once a certificated employee has signed the automatic payroll authorization form, dues deductions shall be on a continuous basis thereafter (subject to the provisions of Paragraph 4).
3. The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues and assessments shall be supplied to the District payroll office by the Association to determine monthly dues deductions.
4. The automatic payroll authorization forms clearly state that it is understood by the certificated employee signing the authorization that continuation of dues deductions until the end of the due period on August 31 of each year is a binding condition for automatic payroll authorization. Revocation of such authorization shall be made in writing to the Association between the beginning of the school year and September 30 and shall become effective at that time. The Association shall submit notice of revocation to the District payroll office.

Section B: Other Deductions

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities or other plans or programs including credit unions, jointly approved by the Association and the Board.

Section C: Association Rights and Privileges

1. Upon request, the District shall provide to the Association information as required under statute which shall assist the association in carrying out its responsibility as the bargaining representative.
2. Whenever any representative of the Association or any certificated employee is mutually scheduled by the Parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
3. The Association shall have the right to use school facilities and equipment including typewriters, classroom computers, duplicating equipment, calculating machines, and other types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of materials and supplies incident to such use and shall be responsible for any damage to the equipment.
4. The Association and its affiliates may use District school buildings for meetings to transact official business on school property at reasonable times when those areas are not otherwise used.
5. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concern on a bulletin board to be provided in the faculty lounge of each building of the District. The Association shall have the right to use intra-district mail service, e-mail, and staff mailboxes for communication purposes with their members.

ARTICLE III

PERSONNEL

Section A: Employment of Certificated Employees

The Board shall in all instances employ teachers who are properly credentialed in accordance with applicable state laws, Washington Administrative Codes and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. Classified personnel shall not be assigned to perform work in the instructional setting (classroom) which shall substitute or replace a teacher in his/her assignment or employment. This does not preclude teacher aides from assisting the teacher in providing instructional services to students provided such aides are under the direct supervision of a certificated employee. All teachers shall be placed on the annual salary schedule in accordance with the criteria for salary placement as contained in this contract.

Section B: Certificated Employee Rights

1. Every certificated employee of the District shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective bargaining. No employee shall be deprived of any rights conferred by the laws of the State of Washington or the Constitution of Washington and the United States and there shall be

no discrimination against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her participation or lack thereof, as a member of the Association or his/her institution of any proceeding under this contract.

2. Nothing contained herein shall be construed to deny or restrict to any certificated employee such rights as he/she may have under school laws or other applicable laws and regulation.
3. There shall be no discrimination against or preference shown for any employee on the salary schedule. There shall be no discrimination against or preference shown for any employee or applicant for employment by reason of race, creed, color, marital status, sex, age, or national origin. An employee may wear the recognized pin showing membership in the Association.
4. **Smoking Prohibition**
The District is tobacco free. No employee may use tobacco products on school property at any time. Use of tobacco products on school property shall be subject to discipline in accordance with Article III, section C. The District shall provide an Employee Assistance Program to assist employees in becoming tobacco free.

Section C: Due Process

1. No certificated employee shall be disciplined without just cause.
2. The specific grounds forming the basis for official disciplinary action shall be made available to the employee in writing. If an employee is requested to give information which the District understands may lead to disciplinary action against that employee, the District shall advise the employee of the right to representation. If a request for representation is made, the interview shall not take place for a reasonable period of time to allow for the representative's attendance.
3. Any complaint against an employee by a parent, student, or other person, which if proven true would provide the basis for discipline, shall be called to the attention of the employee within ten (10) days of receipt. Any complaint not called to the attention of the employee within ten (10) days of receipt may not be used as a basis for disciplinary action against the employee.
4. The District agrees to follow a policy of progressive discipline which generally includes verbal warning and written reprimand provided, however, that any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.
 - (a) A verbal warning is an official verbal notification of employee misconduct. The warning should include the reason(s) for the warning and notice that future misconduct could result in more severe disciplinary action. Documentation of the verbal warning may be noted in the administrator's working file.
 - (b) A written reprimand is an official written notification of employee misconduct. A written reprimand should include the reasons for the reprimand and notice that future misconduct could result in more severe disciplinary action.
 - (c) Any suspension of a teacher pending charges shall be with pay until official action by the Board of Directors.

5. Subject to the other provisions of this Agreement, any non-provisional employee receiving notification of non-renewal of contract, discharge, or adverse effect may elect to have the matter heard by either a hearing officer in accordance with RCW 28A.405.310 or an arbitrator in accordance with the grievance procedure.

Section D: Academic Freedom

1. A certificated employee must be free to think and express ideas and must be free of undue pressure of authority. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize the current District authorized courses of study.
2. The principle of academic freedom for certificated employees shall not supersede the basic responsibilities as outlined herein:
 - (a) a commitment to support the Constitution of the United States
 - (b) a concern for the welfare, growth, and development of children
 - (c) an insistence upon objective scholarship
3. Any challenge by a patron of a certificated employee's use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merits, shall be resolved through utilizing district procedures for reviewing controversial matters.

Section E: Grievance Procedure

1. Definitions
 - (a) A "grievant" shall mean a certificated employee or group of certificated employees filing a grievance.
 - (b) A "grievance" shall mean a written statement (See Appendix A) by a grievant that a controversy, dispute or disagreement of any kind or character exists arising out of or in any way involving interpretation or application of the terms of this contract.
 - (c) "Days" shall mean negotiated calendar contracted days, except as otherwise indicated. During the summer, "days" shall mean district business days as defined at WAC 392-40-205.
2. Procedure

Every effort shall be made to resolve grievances or potential grievances through free and informal communications between the grievant and the immediate administrative superior. However, if such informal process fails to provide an acceptable adjustment of the grievance, then the grievance may be processed as described below.

Within fifteen (15) days following knowledge of the act or condition which is the basis of the grievance, the grievant shall file a written grievance with his/her principal or immediate supervisor with a copy to the superintendent. Grievances filed in the name of the Association and grievances involving administrators above the building level may be initiated in Step II in this grievance procedure as set forth below. All certificated employees shall have the right of Association representation at each step of the grievance procedure. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board or the Association may file a grievance relating to the interpretation or application of this contract. The Board shall initiate its grievance by reducing it to writing and filing it with the Association president. When either the Association or the Board file a grievance, it is understood that representatives of both parties shall meet to attempt to resolve the grievance prior to submission to the arbitration process. The Association shall initiate its

grievances by reducing them to writing and filing them with the superintendent. All grievances of this nature shall begin at Step II and may be submitted for arbitration as described herein.

Step I

The school principal or immediate supervisor shall meet within five (5) days following receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. If a satisfactory resolution is reached at this meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory agreement is reached, the grievant may, within five (5) days of the meeting with the principal or immediate supervisor, submit the grievance to the Superintendent (Step II).

Step II

The grievant shall meet within five (5) days following receipt of the grievant's appeal to the Superintendent, with the Superintendent or designee. If a satisfactory resolution is reached at this meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory agreement is reached, the grievant may within ten (10) days of the meeting request in writing that the Association submit his/her grievance to arbitration. The Association may, by written notice to the Superintendent within ten (10) days after receipt of the request from the aggrieved person, submit the grievance to final and binding arbitration.

Step III

The parties agree to select an arbitrator whose decision shall be final and binding after the Superintendent receives notification that the grievance is being submitted to arbitration. A list of arbitrators shall be requested from the Federal Mediation and Conciliation Service, and/or the American Arbitration Association or any other mutually agreeable source. The arbitrator shall be selected from the list of eligible candidates by ranking them numerically and striking any names which are unacceptable. The representatives of the Superintendent and Association shall present their cases to the arbitrator at the earliest mutually agreeable date after the arbitrator has been selected. The arbitrator shall make a decision in writing, which shall be final and binding on all Parties. The arbitrator shall have no power or authority to add to, subtract from, modify or amend any terms of this Agreement. The parties shall not present any issue which has not been specifically included within the grievance as presented to the Superintendent in Step II. The arbitrator shall not have authority to decide any subject not specifically set forth in the express terms of this Contract, nor shall he/she decide any subject not expressly contemplated by the terms of this Contract.

The arbitrator has no jurisdiction to hear and decide grievances or appeals on behalf of provisional employees who have been non-renewed except violations of the evaluation procedure.

3. Grievance - Board Policies

Grievances concerning application of board policy, rule or practice not specifically covered by the terms and provisions of this contract shall be subject to the Grievance procedure; however, if the District and the grievant are unable to reach an agreement at Step II, the decision may be appealed to the Board, however, Step III shall not apply to grievances of this nature. The Board shall render a written decision within five (5) days of the meeting.

4. Record of grievances
All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
5. Expenses
The expenses of the arbitration shall be borne equally by the Board and the grieving party.
6. Freedom From Reprisals
No reprisal shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure.
7. Limitations
Time limitations in this procedure shall be strictly applied unless extended by mutual consent in writing.

Section F: Evaluation Procedure

1. Definitions

- a. The term "observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against evaluation rubrics. It may also include conversations and examination of other evidence that may not have been observed inside the classroom, such as interactions with parents and colleagues.
- b. The term "observation report" shall mean a written summary of the observation or series of observations.
- c. The term "evaluation" shall mean the employee's evaluator's assessment of the job performance of the employee, conducted in accordance with the procedures specified in Article III, section F of Collective Bargaining Agreement.
- d. The term "Final Evaluation Report" shall mean the document reporting the results of the evaluation, which becomes a part of the employee's personnel file (Appendix C).
- e. The term "evaluation process" shall mean that process which begins with the distribution of evaluation criteria by the evaluator to each employee at the beginning of the school year or hire date. The process ends with the placement of the Final Evaluation Report into the employee's personnel file.
- f. The term "evaluation criteria" shall mean, for classroom teachers, the CEL 5D+ Framework. For non-classroom teachers, it shall mean the criteria appearing in Appendix C.
- g. The term "evaluator" shall mean a certificated administrator who has been trained to state-required standards in observation, evaluation and the use of the specific classroom teacher instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District will make every effort to provide rater-reliability professional development to its evaluators.
- h. The term "classroom teacher" shall mean all certificated employees who provide academically-focused instruction to students and hold one or more of the certificates provided for under WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g) and who are also not included in the list of "non-classroom teachers," below.
- i. The term "non-classroom teacher" shall mean that sub-group of employees who are not classroom teachers, including but not limited to counselors, psychologists, speech language pathologists, librarian/media specialists, student advocates, instructional coaches, NFVA teachers, elementary p.e., music, intervention

specialists and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students and do not assign grades.

- j. The term “provisional employee” shall mean any employee who is in his/her first three (3) years of employment with the District, unless the employee has previously completed at least two (2) years of certificated employment in another school district in Washington, in which case the employee is provisional in his/her first year. Provisional employees shall be subject to non-renewal of their employment contracts in accordance with RCW 28A.405.220.

2. Evaluation Process

- a. Classroom teachers and non-classroom teachers will be notified of their evaluator’s identity and the evaluation process they fall under and will be provided a copy of the relevant evaluation documents listed below by September 15th.
 - NFSD Final Summative Comprehensive and Focused Evaluation Form, Non-Classroom Teacher Evaluation Form, Special Education Specialist Evaluation Form, Counselor Evaluation Form
 - Alignment of Washington State Teacher Evaluation Criteria with 5D+ Rubric for Instructional Growth and Teacher Evaluation, V.3
 - 5D+ Rubric for Instructional Growth and Teacher Evaluations, V.3
 - NFSD Instructional Goals Worksheet
 - NFSD Student Growth Goals Worksheet
 - WA State Criteria Student Growth Rubrics V.1.2
 - NFSD Pre-Observation Template
- b. Any classroom teacher and non-classroom teacher new to the District shall be provided six (6) hours of professional development prior to being evaluated under the evaluation system.
- c. All classroom teachers and non-classroom teachers will be required to minimally complete one (1) goal based on the evaluation criteria. The NFSD Instructional Goal(s) Worksheet will be turned in or emailed to their evaluator by October 1st.
- d. All classroom teachers must complete the NFSD Student Growth Goal(s) Worksheet and it must be turned in or emailed to their evaluator by October 1st. The student growth data that will be considered in the classroom teacher’s evaluation must be turned in or emailed to their evaluator by April 10th.
- e. Following the completion of the required formal observations, the classroom teacher or non-classroom teacher and evaluator shall hold a pre-final evaluation conference no later than May 10th to discuss the final evaluation. The evaluator will consider the evidence provided and complete the final evaluation by May 15th.

3. Observation Process

- a. The first observation for classroom teachers and non-teachers will be completed by January 15th.
- b. All new classroom teachers and new non-classroom teachers shall be observed at least once for a total observation time of thirty (30) minutes within the first (90) ninety calendar days of their employment.
- c. All classroom teachers and non-classroom teachers in the 3rd year of provisional status under RCW 28A.405.220 shall be observed at least three (3) times for not less than ninety (90) minutes.
- d. Following each observation or series of observations the evaluator shall promptly document the results of the observation in writing, and shall provide the classroom teacher and non-classroom teacher with a copy thereof within three (3) days after such report is prepared.

- e. At least one (1) observation of an employee on the comprehensive evaluation during the year shall include an entire observation cycle of pre-observation/planning conference, a formal observation, and a post-observation conference. A post-observation conference is mandatory if problems are noted.
- f. Required, formal observations of classroom teachers and non-classroom teachers will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless mutually agreed upon by the evaluator and classroom teacher or non-classroom teacher in written form. Late start Mondays are not included in these exclusions.
- g. All observations shall be conducted openly. No audio or video devices shall be used to listen to or record the procedures of any class, unless mutually agreed upon by the evaluator and classroom teacher or non-classroom teacher in written form.
- h. For any classroom teacher or non-classroom teacher who may be recommended for probation, a minimum of one (1) formal observation shall be completed by December 15th.
- i. Criteria noted as needing improvement shall be documented on the observation form with recommendations for improvement.
- j. All required formal observations will be completed by May 1st.

4. Classroom Teacher Comprehensive Evaluation Process

- a. A comprehensive evaluation assesses all eight (8) evaluation criteria, and all criteria contribute to the comprehensive evaluation performance rating.
- b. All classroom teachers shall receive a comprehensive evaluation at least once every six (6) years.
- c. The following categories of classroom teachers shall receive an annual comprehensive evaluation:
 - i. Classroom teachers who are provisional teachers under RCW 28A.405.220; and
 - ii. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.
- d. All classroom teachers shall receive a minimum of two (2) formal observations, as follows:
 - i. The first observation must be at least thirty (30) minutes long.
 - ii. The second observation may be thirty (30) minutes long, or may consist of a series of shorter observations. A series shall consist of a maximum of three (3) observations of at least ten (10) minutes in length within a ten (10) working day time frame.
 - iii. Total observation time shall be at least sixty (60) minutes.
- e. Classroom teachers on comprehensive will be required to complete student growth goals in criteria 3, 6 and 8.

5. Classroom Teacher Focused Evaluation Process

- a. In the years when a comprehensive evaluation is not required, classroom teachers who received a comprehensive final evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation.
- b. One (1) of the eight (8) evaluation criteria must be assessed in a focused evaluation plus professional growth activities specifically linked to the selected criterion.
- c. The selected criterion must be approved by the classroom teacher's evaluator and may have been identified in a previous comprehensive evaluation as benefitting from additional attention.
- d. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the applicable OSPI approved student growth rubric(s). Classroom teachers on focused will be required to complete one (1) student growth goal based on the one (1) criterion they have selected to be evaluated on. If criterion 3, 6 or 8 is selected, the classroom teacher shall use the student growth rubrics associated with the selected criterion. If criterion 1, 2, 4, 5 or 7 is selected, the teacher shall use criterion 3 or 6 student growth rubrics.
- e. A group of classroom teachers may focus on the same evaluation criterion and share professional growth activities.
- f. A summative score is assigned to the focused evaluation using the summative score from the most recent comprehensive evaluation. This score becomes the focused evaluation score for any of the subsequent years following the comprehensive evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a classroom teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- g. A classroom teacher may be transferred from a focused to a comprehensive evaluation at the request of the classroom teacher or at the direction of the classroom teacher's evaluator upon completion of at least one (1) formal observation after September 15th. A request or decision to transfer a classroom teacher from a focused to a comprehensive evaluation must be communicated, in writing, between the evaluator and the classroom teacher on or before December 15th. The classroom teacher moved from Focused to Comprehensive may request a conference with the evaluator to discuss the reasons for the change and the steps the classroom teacher can take to address the deficiencies on which the determination as based.

6. Classroom Teacher Student Growth Data Evaluation Process (applies to comprehensive and focused evaluation process)

- a. Student growth data shall mean the change in student achievement between two (2) points in time within the current school year, as determined by the teacher.
- b. Assessments used to identify growth must predominately originate at the classroom level and be initiated by the classroom teacher, provided that school based, district based, and state-based tools may also be used if and when they provide data relevant to the teacher and subject matter.
- c. Assessments used to identify growth must be appropriate, relevant, and may include both formative and summative measures.
- d. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.

- e. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and as they may be revised from time to time. Ratings will be “low,” “average,” or “high” as defined by OSPI.
 - i. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall summative rating of Proficient.
 - ii. Conduct of a student growth inquiry. Within two months of a teacher receiving a Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator:
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices; and/or
 - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned; and/or
 - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations; and/or
 - d. Create and implement a professional development plan to address student growth areas.
 - iii. A teacher with a preliminary summative evaluation rating of Unsatisfactory who has a student growth rating of High will be reviewed by the evaluator’s supervisor.

7. Non-Classroom Teacher Long Form Evaluation Process

- a. All non-classroom teachers shall receive a minimum of two (2) formal observations, as follows:
 - i. The first observation must be at least thirty (30) minutes long.
 - ii. The second observation may be thirty (30) minutes long, or may consist of a series of shorter observations. A series shall consist of a maximum of three (3) observations of at least ten (10) minutes in length within a ten (10) working day time frame.
 - iii. Total observation time shall be at least sixty (60) minutes.
- b. All non-classroom teachers shall receive a long form evaluation at least once every three (3) years, unless the evaluator agrees to continue on the short form for a longer period.
- c. The following categories of non-classroom teachers shall receive a long form evaluation:
 - i. Non-classroom teachers who have less than four (4) years of satisfactory evaluations under the provisions of this agreement.
 - ii. The non-classroom teacher or evaluator may request that the long form evaluation process may be conducted in any given school year.

8. Non-Classroom Teacher Short Form Evaluation Process

- a. After a non-classroom teacher has four (4) years of satisfactory evaluations under provisions of this Agreement, an evaluator may elect to use a short form of

evaluation which shall consist of either a continuous thirty (30) minutes observation during the school year with a written summary or a final annual written evaluation based on the criteria in this agreement and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. However, the normal evaluation process set forth in Article III, section F shall be followed at least once every three (3) years for each employee, unless the evaluator agrees to continue the employee on the short form for a longer period. A non-classroom teacher or evaluator may request that the normal evaluation process be conducted in any given school year. The short form evaluation process may not be used as a basis for determining that non-classroom teacher's work is unsatisfactory under Article III, section G, Probationary Procedure, nor as probable cause for the non-renewal of a non-classroom teacher's contract.

9. Probationary Procedure (applicable to both classroom teachers and non-classroom teachers)

- a. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency. Provisional employees in their first, second or third year of provisional employment with the District will not be subject to the probationary process and will be subject to nonrenewal in accordance with law.
 - i. Employees in their second year of provisional employment whose observation report(s) indicate one or more areas of significant concern, the evaluator and the employee will meet by January 15th to jointly develop a written growth/support plan.
 - ii. Second year provisional employees who are under a written growth/support plan will be subject to the following three (3) options by May 1st:
 - a. Employee meets expectations and continues on to their third year of provisional employment without a written growth/support plan.
 - b. Employee is non-renewed due to one or more areas of significant concern.
 - c. Employee meets with the evaluator and union representative by May 1st to jointly develop a written growth/support plan for the third year of provisional employment.
 - iii. Employees in their third year of provisional employment who are not already on a written growth/support plan and whose observation reports indicate one or more areas of significant concern, the evaluator and employee will meet by January 15th to jointly develop a written growth/support plan.
 - iv. Third year provisional employees who are under a written growth/support plan may be subject to non-renewal due to one or more areas of significant concern.
- b. Provisional employee appeal rights for non-renewal after probation shall be those defined by law, except for procedural errors under this Contract.
- c. At any time after October 15th, any employee whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiency along with a reasonable program of improvement.
- d. The following final evaluation performance ratings mean an employee's work is not judged satisfactory:
 - i. For classroom teachers, Level 1; or
 - ii. Level 2 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 rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period;
- iii. For non-classroom teachers, Unsatisfactory.
- e. If it becomes necessary to place a certificated employee on probation, such action shall be in accordance with the probationary procedures. In carrying out the probationary procedures, the following steps and timelines shall be followed:

Step I:

The evaluator shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. The employee shall have an opportunity to have an Association representative in attendance at the conference.

Step II:

No employee shall be placed on probation without first receiving an evaluation based on the evaluation procedure. If an employee is to be placed on probation, the Superintendent shall notify the employee after October 15 and before January 15 of the school year. The notification for probation must be in writing and a copy of that notification for probation shall include a reasonable program for improvement which shall consist of the following:

- A. A clear and detailed definition of the problem in terms of the evaluation criteria relevant to the employee's position.
- B. A clear and detailed set of expectations delineating what level of performance would constitute acceptable performance in the problem areas defined.
- C. A prescription for remediation which spells out course(s) of action and time expectations for the employee.
- D. A prescription for assistance by the evaluator which spells out course(s) of action whereby the employee shall be assisted, counseled, and tutored in improving the level of performance to an acceptable level.
- E. This program may be modified subsequently with input from the employee and Association.

Step III:

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 teacher has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than 2. 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. These evaluations shall be based on the probationary plan of improvement established in Step Two, above, and shall be based on at least one observation each, but shall not otherwise be subject to the evaluation requirements set forth in Article III, section F.2. above.

The employee shall be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her improvement program. An employee must be removed from probation if he or she

has demonstrated improvement that results in a new final evaluation performance rating:

- i. level 2 or above for a continuing contract employee with five (5) or fewer years of experience or
- ii. level 3 or above for a continuing contract employee with more than five (5) years of experience or
- iii. Satisfactory

Step IV:

If, by May 1, and after all the steps and processes of the probationary period have been followed, the employee does not demonstrate the acceptable level of performance as originally stated in the probation notification, then that employee may be subject to non-renewal of contract.

Conversely, if by May 1, and after all the steps and processes of the probationary period have been followed, the employee does demonstrate the acceptable level of performance as originally stated in the probationary notification, then the certificated employee shall be given an evaluation indicating same for inclusion in the employee's district file. Upon request, probationary plans shall be removed from an employee's personnel file after two years of satisfactory evaluations following probation.

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

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee, constitutes grounds for a finding of probable cause for discharge under RCW 28A.405.300 or nonrenewal under RCW 28A.405.210.

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

When a continuing contract classroom teacher with more than five (5) years of experience receives a final evaluation performance rating below level 2 for two consecutive years, the District shall, within ten (10) days of completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

- g. Employees on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal based on teaching performance for their first year in the out-of-endorsement assignment(s).
- h. 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/discharge must occur and be documented by the original evaluator

before any consideration of a request for transfer or reassignment is contemplated by either the individual or District.

- i. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his or her areas of deficiency.
- j. The evaluator may authorize one additional certificated administrator to evaluate the employee and to aid the employee in improving his or her areas of deficiency.
 - i. Any such request for an additional evaluator shall be made by the employee in writing on or before the 5th day of the probationary period. This request must be implemented by including an experienced additional evaluator assigned by NFSD from a list of qualified certificated evaluators.
 - ii. In accordance with RCW 28A.405.100(4)(b), such additional certificated evaluator shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- k. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the employee's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the employee's performance.

Section G: Reduction of Work Force

In the event that the Board anticipates a reduction in force of certificated employees in the District, due to a significant loss of revenue, the Board shall provide the Association with a detailed report on the financial condition of the District demonstrating the need to reduce the number of certificated employees.

A seniority list shall be developed and distributed by October 1st each year. Employees shall be given ten (10) working days to examine the list and make corrections. Once the list is certified as correct, no changes shall be allowed until the next posting of the list for such corrections in October of the following year. New hires shall be added to the list as they commence employment.

Upon the determination by the Board that a reduction in force is required, the District shall follow the procedure set forth below in this order:

1. Recognize as a priority the retention of as many certificated employees as possible.
2. Seek voluntary reduction through resignations, leaves of absence, and/or retirement.
3. Determine each program to be retained for the ensuing school year.
4. Develop a list of all certificated employees' qualified teaching areas
 - A. Certification
 - B. Major
 - C. Minor
 - D. Endorsement
 - E. Teaching Experience
5. Retain those certificated employees that:
 - A. Are qualified for the programs retained
 - B. Have the most teaching experience determined in this order:
 - In state

In district
By lot

6. Attempt to keep those retained in their current teaching positions.

Recall

1. All certificated employees non-renewed as a result of the District's financial problems may be, upon the employee's request, placed on leave of absence for a period of one (1) contract year, unless the individual is offered employment as a certificated staff member of the District's schools during the year. Such leave shall be renewed for one (1) additional year at the request of the employee if a position for which the employee is qualified is still not available in the District.
2. No certificated personnel shall be hired by the District from outside the pool created by the non-renewal unless all persons from the pool are determined by the District administration to be qualified for the position have refused the position.
3. Substitutes shall come from this pool of teachers except when no qualified person from the pool is available.
4. The Board shall give written notice of recall by sending a registered or certified letter to said certificated employee. It shall be the responsibility of each certificated employee to notify the Superintendent of any changes in address. Any certificated employee notified of an open position with the District shall respond within five (5) working days from receipt of said notice whether the employee accepts or rejects the District's offer of a position. Any employee rejecting an offered position within the employee's areas of qualification shall relinquish all right to reemployment under this provision.

Section H: Personnel Files

1. Certificated employees shall, upon request, be permitted to inspect all the contents of their own personnel files kept within the school district during regular office hours. Upon request, a copy of any documents contained therein shall be afforded the employee at District expense. Anyone at the employee's request may be present in this review. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the District, provided that building administrators may keep a working file for purposes of evaluation each year.
2. No evaluations, correspondence or other material making derogatory reference to an employee's or former employee's competence, character, or manner, shall be kept or placed without the employee's signed acknowledgement. If the employee refuses to sign the District shall document same on the material and place it in the file. The employee's signature does not mean agreement with statements made in the document, but only acknowledges receipt. The employee shall have exclusive right to attach his/her own comments per WAC 392-191-035 (2).
3. Any derogatory material in the certificated employee's personnel file not shown to said employee within ten (10) days after receipt or composition, shall not be allowed as evidence in any disciplinary action against an employee. An exception shall be made where revealing the information may compromise an ongoing investigation.
4. In ordinary circumstances, derogatory materials other than evaluations shall be removed from the employee's file at his/her request after two (2) years, provided no incidents of a

similar nature have occurred; however, the Superintendent may decline the request for good cause.

Section I: Staff Protection

1. All certificated staff shall be covered by the staff protection policy. Anyone so covered who is threatened with bodily harm while carrying out his/her assigned duties shall notify the building principal or supervisor immediately. The principal or supervisor, in cooperation with the employee, shall take immediate precautionary steps to ensure the employee's continued safety. The Superintendent's office shall be notified of the situation and the steps taken at the earliest possible time.
2. In cases of verbal insults, verbal abuse/threats, physical abuse/threats, intimidating or threatening behavior, the District shall establish and follow procedures which shall include an investigation that may result in the District contacting law enforcement, allowing for the implementation of RCW.28A.635.010, and/or 28A.635.100.
3. The Board shall protect certificated employees by purchasing public liability insurance. This shall be accomplished by purchasing a standard comprehensive bodily injury and property damage liability contract. It is further agreed that the Board shall not subrogate its right to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties are expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during regular duty hours or for extracurricular activities outside the regular duty hours.
4. Certificated employees whose indispensable personal property is damaged in an assault on his/her person arising out of and in the course of his/her employment, may apply for reimbursement of costs of repair or replacement. Indispensable personal property is defined as articles worn by the employee, such as eye glasses, hearing aids, dentures, watches, or clothing. Request for reimbursement shall be made by letter addressed to the Superintendent. The letter shall include a full statement describing the assault, listing all damages incurred and noting the date, hour, and witnesses. This is subject to deductibles as in current policy.
5. Students expelled from other school districts for possession of dangerous weapons, as defined by RCW 9.41.250 and/or 9.41.280, shall not be automatically admitted to the North Franklin School District during the same academic year.
6. All certificated employees will be provided the option of having a lockable space in his/her classroom/workspace where valuables can be stored.

Section J: Insurance

1. Beginning January 1, 2020, and each year thereafter, the District agrees to provide the insurance plans, follow employee eligibility rules, and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget, and the School Employees' Benefits' Board (SEBB) (RCW 41.05.740 and ESSB 6241). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.
2. The District agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each

open enrollment period.

3. The District agrees to follow SEBB eligibility rules for employees who are anticipated to work six hundred and thirty (630) hours or more per school year.
4. Employees who fail to enroll within fifteen (15) contract days of becoming eligible for benefits shall be enrolled in the district default plans.

Section K: Tax-Sheltered Annuities

Certificated employees may participate in the tax-sheltered annuity program approved by the Association and the Board. The District shall service these programs through Automatic Payroll Authorization (APA).

Section L: Leaves

1. Illness and Injury

- (a) Twelve (12) days leave per year, to a maximum of 180 days, shall be granted without deduction of salary for illness, injury, emergency and family illness. It shall be the responsibility of each employee to provide a physician's verification of illness for any absence of more than three (3) consecutive days duration if requested by the District. For purpose of illness and injury, the family is defined as: a member of the immediate household, dependent, father, mother, father-in-law, mother-in-law, or others approved by the District.
- (b) In the event of the birth or adoption of a child of the spouse, an employee may use up to ten (10) days of sick leave for paternity purposes.
- (c) Unpaid leaves for health conditions may be granted for one year at a time and may be renewed annually. Application for and renewal of a leave of absence for health conditions shall be made in writing to the Superintendent.
- (d) A certificated employee who has been granted an unpaid leave of absence for health reasons may return to service during the period of the leave after giving due notice to the Superintendent and with permission of his/her personal physician. The position temporarily vacated due to the leave shall be filled with a temporary employee under RCW 28A.405.900.
- (e) Accumulated sick leave is retained while on authorized leave of absence for health conditions.
- (f) Emergency leave shall be granted for a sudden, unexpected crisis situation that is beyond the employee's control which demands that the employee absent him/herself from his/her duties which pre-planning could not alleviate. Emergency leave shall be deducted from sick leave.
- (g) Between January 1 and January 15 of each year, any employee who has accumulated sick leave in excess of sixty (60) days may cash out said excess leave to a maximum of twelve (12) days. Remuneration shall be at the rate of one (1) day pay for each four (4) days cash out. Cashed out leave shall be deducted from sick leave.
- (h) All accumulated sick leave may be cashed out at the time of the employee's separation from the District due to retirement or death. Such cash out shall be made to the employee or the employee's estate at the rate of one (1) day pay for each four (4) days accumulated leave. Monies received under this provision shall not be included for purpose of computing a retirement allowance under any public retirement system in the state.

The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to RCW 28A.400.210, and agrees to make contributions to the plan on behalf of all eligible employees who have excess sick leave conversion rights. In accordance with the statute, contributions on behalf of each eligible employee will be based on the conversion value of sick leave the employee has accumulated at the time of his or her retirement or other qualifying separation from the district. As per statute, all eligible employees will be required to sign and submit to the district a VEBA membership form that includes a "Hold Harmless" agreement. All employees who retire or separate from service and who meet eligibility requirements in RCW 28A.400.210 during the term of this contract will be eligible for contributions to the plan. State law allows up to 180 days to be contributed to the plan on behalf of the eligible employee.

- (i) Federal Family Leave Act of 1993 -- Staff members shall be provided family leave as provided by federal law. Some examples may include but are not limited to: paternity leave, adoption and/or foster care placement, care of spouse, children and/or parent(s). Such leave shall be available for up to twelve (12) weeks without pay unless paid leave (sick leave or emergency leave) is available under another section of this contract and is taken for the same purpose. Medical benefits shall be maintained for up to a twelve (12) week period.
- (j) Washington State paid Family and Medical Leave Act
Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical leave under the Washington State Family and Medical leave and Insurance Act. To be eligible, employees must have worked a minimum of eight hundred and twenty (820) hours within the previous calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during the twelve (12) week federal periods of approved leave, but not during the state FMLA six (6) week period.

2. **Bereavement Leave**

Leave not deducted from illness and injury leave shall be granted to a maximum of five (5) days at full pay in the event of a death of a family member, fiancée or fiancé. The family is defined as: a member of the immediate household, dependent, father, mother, spouse, sibling, grandparent, children, grandchild, step-child, father-in-law, mother-in-law, step parent. One day of bereavement leave shall be granted for the death of other close relatives (niece/nephew, aunt/uncle). Bereavement leave shall be granted for other relatives or a friend under the terms of emergency leave. In the event of the death of a student or district colleague, employees shall be granted leave necessary to attend local services.

3. **Annual Leave**

Each employee shall be entitled to two (2) days of annual leave per school year to be taken at the employee's discretion, provided the employee's supervisor is notified four (4) working days in advance of paid leave. Annual leave shall be taken in whole or half days only, unless the employee's briefer absence has been able to be covered to the District's satisfaction, in which case it may be taken in hourly increments. No more than two (2) employees shall be allowed such leave from an individual school on the same day. In extraordinary circumstances, appeal may be made to the Superintendent to approve more than two employees' use of annual leave for an individual school on the same day. Annual leave may be denied on the basis of an anticipated lack of available substitutes.

Annual leave can be accumulated up to a maximum of six (6) days. No more than four (4) days of annual leave may be used at one time, provided that no more than three (3) days of annual leave can be used at one time to extend Thanksgiving, Christmas or Spring Break or in the first or last weeks of school. The employee may appeal to the Superintendent in extraordinary circumstances for an exception to these limits.

The District would prefer to have regular employees in the schools serving students rather than substitutes. As an incentive to not take annual leave, employees may choose to cash out their unused annual leave days at the employee's per diem rate before May 1 of each year.

4. **Jury and Subpoena Leave**

- (a) A leave of absence with pay shall be allowed for jury duty. Employees may keep jury travel allowances.
- (b) Leaves of absence shall be granted when an employee is subpoenaed to appear in a court of law. Such leave shall be granted with full pay. The employee shall make reasonable efforts to cooperate with the District to minimize the amount of such leave required.
- (c) Upon receipt of a jury summons or a subpoena, the certificated employee shall notify the District.

5. **Notification of Absence**

Certificated employees claiming benefits under the illness, injury, family illness, bereavement and emergency leaves, shall inform the District of the cause of absence immediately upon the knowledge of the occurrence or as soon thereafter as possible.

6. **Maternity Leave**

The District shall grant sick leave, to include shared leave for maternity purposes to female teachers for pregnancy, birth, disability and to bond and care for a newborn, an adopted child or newly placed foster child (RCW 41.04.650)-Board Policy 5402. During maternity leave, an employee shall be entitled to sick leave pay, and shared leave, in cases where the teacher's sick leave has been exhausted, only for those days of actual disability caused by delivery caused by pregnancy, miscarriage, abortion, childbirth, bonding, and recovery there from, provided the employee works up to the day her physician indicated as the beginning of her disability. The teacher shall decide if sick leave/shared leave is utilized. Employees who receive shared leave for maternity leave, or for sickness or temporary disability, are not required to deplete all of their annual and sick leave and may maintain up to forty (40) hours of annual leave and forty (40) hours of sick leave. Shared leave requests will go to the union leadership for dissemination of the request to members. If sick leave/shared leave is exhausted during the period of maternity leave, the employee shall be placed on leave of absence without pay for the duration of the period.

The following procedure shall be applied:

- (a) **Notification** - An employee shall notify the Superintendent in writing of the expected date of the child at least one month before expected delivery.
- (b) **Request for Leave of Absence** - Upon request, an employee shall be granted a leave of absence from her position prior to the birth of a child. The beginning date of the leave shall be determined by the employee's physician.

7. **Adoption**

An employee is entitled to use a maximum of ten (10) days of accumulated sick leave for the activity directly related to the adoption of a child into their immediate family.

8. **Military Leave**

- (a) An employee who is a member of the Washington National Guard or other reserve component of the armed forces of the United States shall be entitled to and shall be granted military leave of absence with full pay and benefits not to exceed fifteen (15) days per year. Such leave shall be granted so that the individual may report for duty when called. The individual shall return to his/her former position when returning from short-term military leave.
- (b) A person called to active duty for a period longer than fifteen days shall be granted unpaid leave for the duration of activation. An individual called to active military service, upon returning shall be assigned a position or job according to his/her rights under state law.

9. **Sabbatical Leave**

The purpose of the sabbatical leave is to encourage and assist members of the teaching and administrative staff to engage in a program of personal and professional improvement through study or research.

- (a) The applicant must have completed five (5) years of service in the District to be eligible. A written application shall be submitted by April 1 preceding the desired year's absences. An applicant may reapply after five (5) additional years of service.
- (b) The application shall contain a carefully developed plan of personal or professional improvement through advanced study or research and the time to be devoted to the activities enumerated.
- (c) A member on Sabbatical leave may not be employed for compensation or receive other income except that listed in the application and approved by the Board of Directors. The combined income from scholarships or employment and the Sabbatical Leave stipend shall not exceed the contract income of the individual.
- (d) Compensation for Sabbatical leave shall not exceed a sum equal to fifty percent (50%) of the recipient's regular salary and paid at the rate of one-twelfth of the salary per month as long as the recipient abides by the terms of the leave. The Sabbatical Leave year shall be counted the same as a teaching year for salary schedule placement purposes.
- (e) Sabbatical leave recipients shall file a written report covering the substance of the program of activities completed during the leave of absence within thirty (30) days after returning to the District. The last month salary stipend shall be paid to the individual upon receipt of a satisfactory report. The recipient is pledged to return to his/her position in the District for at least one year following the Sabbatical Leave. In the event the recipient accepts another position and does not return to the District for one year, said recipient shall refund the District the full amount paid during the Sabbatical leave.
- (f) The evaluation and recommendation to the Board of the professional leave shall be determined by a committee of two, one representative from the Board and one from the Association.

10. **Leave for Self Improvement or Leaves to Teach in a Foreign Country**

- (a) After three (3) years of service in the District, a teacher may be granted a one year leave of absence for self-improvement or as a teacher in a foreign country, if such request is received before April 1 preceding the desired year of absence. Notice of

intent to return shall be submitted in writing before April 1 of the school year of absence in order to obtain employment for the ensuing school year.

- (b) In a district the size of North Franklin, no guarantee or promise can be made that the teacher shall return to the same position held before the leave. However, upon return, the employee shall be given conditions of employment as nearly the same to his/her former position as possible.

11. Attendance at Meetings and Conferences

- (a) Leaves of absence without deduction of pay with reimbursement of certain expenses may be granted to attend professional meetings upon written request to the Superintendent.
- (b) The District shall provide substitute teachers to perform the duties of teachers who have been granted release time to attend professional meetings.

12. Association Leave

- (a) Up to twenty-five (25) days of paid leave shall be available each school year to the Association for matters stemming from or related to the bargaining relationship with the employer, contract administration and maintenance, investigation of grievances, preparation for and participation in grievance hearings, representation of the Association at the WEA Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation relating to wages, hours, terms and conditions of employment of educational employees. All requests for leave must be clearly stated under the terms of this contract.
- (b) The Association shall pay the substitute's salary if the District actually hires a substitute.
- (c) Requests for leaves shall be submitted by the Association President in writing to the Principal a minimum of four (4) working days before the leave is to take effect. In the absence of an available substitute the District may ask the Association to reconsider the request for leave.

13. Political Leave

Upon written request to the Board of Directors, a certificated employee shall be granted political leave in accordance with the following provisions:

- (a) With two (2) weeks notice, a certificated employee who is a candidate for a political office shall be granted leave of absence not to exceed ten (10) days without pay for the purpose of campaigning for such office.
- (b) The Board shall extend to a certificated employee who is elected to a political office a leave of absence without pay, not to exceed six (6) months in any two (2) year period, to perform all the official responsibilities and duties of the office.
- (c) At the conclusion of the political leave, the certificated employee shall be returned to the same position.

14. Other Leaves

- (a) Leaves of absence without pay may be granted to certificated employees for the purpose of study, travel, recuperation, teaching in another school district, working in a professional related field, or other.
- (b) Such leaves may be renewed upon the recommendation of the Superintendent.

15. Charge For Leave Time

- (a) Any leave, absence, or release shall not be deducted for those days when leave, absence, or release coincidentally occurs on a day of school closure.

- (b) Absence of a certificated employee not covered in other provisions of this contract and which could not have been reasonably avoided by the employee shall be deducted as leave without pay.

16. Leave Sharing

Employees suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on unpaid leave of absence, or terminate employment shall be eligible for District sick leave sharing per WAC 392-126.

15. Pro-Rated Leave

Sick Leave and Annual Leave will be pro-rated based on the employee's FTE.

Section M: Contract, Workday, Workload and Payment

1. Certificated Employee Contract

All individual teacher personal service contracts shall be subject to and consistent with Washington state law and the terms and conditions of this Contract. Any individual teacher personal service contract hereinafter executed shall expressly provide that it is subject to the terms of this Contract between the Board and the Association. If any individual teacher personal service contract contains any language inconsistent with this Contract, this Contract shall prevail.

2. Teacher Professional Responsibilities

a. Payment Method and Rate:

All TRI pay shall be paid on a supplemental contract and compensated at the employee's per diem rate, computed at 1/180 full per diem of the individual's contracted rate of pay (or on such other basis as reflects the length of the work year fully funded by the State, if other than 180 days).

For TRI-In-service Days, verification of attendance shall be required.

b. TRI – In-service Days:

There shall be six (6) mandatory in-service contract days provided by the District. Three (3) days should be before the school year begins and three (3) days should be provided during the school year. In order to maximize the effectiveness and appropriateness of in-service for employees, the Superintendent may authorize alternate in-service programs at the request of an employee or group of employees.

Clock hours shall be provided for all District offered in-service days at no cost to the employee. Clock hours need to be turned into the district within 30 days of the last day of the in-service.

c. TRI - Optional Days

Two (2) optional days are awarded to allow staff to work in the classroom prior to school beginning or at the end of the school year. These days will be calendared as mutually agreed. The District may schedule an inservice offering on the optional day at the end of the school year for those teachers who do not require time to work in their classroom as long as that same inservice is offered at another time during the school year.

- d. Employees shall provide a professionally responsible level of service, outside the contracted work day/year (including but not limited to) in the following areas:
 - 1. Service on building, hiring, district and/or community committees;
 - 2. Preparation of an employee's classroom or workspace;
 - 3. Research and development of educational materials and supplies, including District-approved curricula;
 - 4. Conferencing/communicating with students and/or parents;
 - 5. Participation in student-specific meetings;
 - 6. Preparation of student-specific paperwork;
 - 7. Maintenance and improvement of professional skills, including attendance at professional classes, seminars and conferences;
 - 8. Participation with other employees in planning instruction and curriculum;
 - 9. Attendance at District and/or school-connected meetings such as parent group meetings, open house, etc.
 - 10. Attendance at TPEP meetings that cannot reasonably be scheduled to occur exclusively within the contracted day.
- e. Before changes in extended contracts are made, a meeting shall be held with all involved parties to discuss such changes.
- f. The District shall provide employees who have reached the highest education column and highest experience level of the salary schedule, and who are required by law to take courses to keep their certificate current, a supplemental pay stipend of \$250 for each required additional quarter credit (or clock hour equivalent) earned.

3. Length of Work Day

The regular employee work day shall be no more than seven (7) hours forty (40) minutes including the duty-free lunch period of thirty (30) continuous minutes.

- (a) The elementary student day shall be no more than six (6) hours and forty (40) minutes. The secondary student day shall be no more than six (6) hours and fifty (50) minutes. At the elementary level there shall be a total of sixty (60) minutes before and/or after school of non-student contact time. At the secondary level there shall be a total of fifty (50) minutes before and/or after school of non-student contact time. Teacher preparation time and thirty minute duty-free lunch shall be in addition to these sixty (60) and fifty (50) minute periods.
- (b) In the event it becomes necessary to close school because of weather or other emergency situations, employees shall be notified through local radio stations, when possible, by 6:00 am. If school has begun for the day and early dismissal is required for emergency reasons, employees shall be dismissed immediately following the departure of students. If the emergency does not create a health or safety hazard resulting in imminent danger to the employee, the employee shall remain under the direction of the building administrator. No teacher shall be required to report for work on a day when student's attendance in the building has been suspended for emergency reasons. In the case of delayed opening for emergency reasons, teachers shall be required to report to work no earlier than thirty (30) minutes prior to the planned arrival of students. If the district is excused from making up lost school days through an OSPI-issued waiver, such make-up time will not be required, and no employee shall suffer a loss of pay. When the district is required by law to make up school days missed due to emergency school closure, the make-up days shall be added to the end of the current school year or otherwise scheduled through consultations between the District and the Association.

- (c) Secondary teachers shall receive preparation of not less than fifty (50) minutes unless that period is canceled due to special scheduling. Secondary teachers who lose their prep time to cover for teacher absences resulting from school activity or lack of substitutes shall be paid at per diem rate, unless the loss is due to personal reasons and the absent teacher is not charged for the absence. The teacher experiencing such loss shall file the proper form with the building principal within five (5) working days of the loss.
- (d) Every elementary employee shall be scheduled a thirty (30) minute lunch break. The principal at each elementary school shall develop a draft master schedule including a plan providing elementary teachers with preparation time. Upon developing the draft master schedule the principal shall meet with a representative from each grade level to discuss and gather input on the draft master schedule prior to the last two (2) weeks of school. Accommodations to this process will be made in the event there are any legislative or budgetary impacts. The plan shall follow the guidelines below:
 - 1) Provide a minimum of two hundred twenty-five (225) minutes per week of preparation time, preferably in blocks of thirty (30) minutes. Teachers may lose their preparation due to early dismissal or school delays due to weather or unforeseen circumstances. For special scheduling days, the District shall mitigate the loss of preparation time through the development of alternate assignment and scheduling of building staff. Recess of less than thirty (30) minutes shall not be counted as preparation time.
 - 2) Insure that state minimum instructional time is met.
 - 3) Address the safety and hygiene needs of children, particularly related to poor weather conditions.
 - 4) Elementary teachers who lose their prep time to cover for teacher absences resulting from school activities or lack of substitutes shall be paid at per diem rates unless the loss is due to personal reasons and the absent teacher is not charged for the absence. The teacher experiencing such loss shall file the proper form with the building principal within five (5) working days of the loss.
- (e) A teacher may, upon receipt of permission from his/her principal, arrive late or leave directly after the close of school on personal business.
- (f) Visitation by classroom teachers to the homes of their students shall be at the option of the classroom teacher, except as required by vocational and other special programs.
- (g) During the week of Fall and Spring conferences teachers are required to have grades up to date prior to the start of conferences. Wednesday of conferences shall be an early release for students to allow conferences to begin that day. The District shall provide a block of time, not less than three (3) hours in length, during each semester grading period for preparing report cards to parents. As a minimum requirement, mid-quarter progress reports shall be prepared and sent home for all students during the designated weeks as per the district calendar. A grade summary will be sent home with all students to be signed by parents and returned. Employees are encouraged to communicate with parents more frequently, especially in the case of students whose performance has become a concern. For the final grading period of the year, all staff are entitled to use the three (3) hour block of time provided by the early release on the last day of school for grade preparation. In this case, the District shall mail grades home. No staff member is required to have grades prepared by the last day of school to send home with students. If a staff member chooses to prepare grades prior to the time period provided on the last day

of school, he or she shall be allowed to go home early provided that checkout has been completed or arranged with the building principal.

- (h) Certificated employees required by the district to attend an in-service or workshop that requires travel outside their regularly scheduled workday shall be paid at the employee's hourly per diem wage. The District's travel/conference agreement form must be completed and signed by the administrator/supervisor and the employee before attending the conference/training.

4. Calendar (See attached Appendix G)

The District shall propose the calendar on or before February 15 of each year, and the Association shall respond with any proposals for modification to the calendar proposed by the District on or before March 15, after which the parties shall meet to negotiate a final calendar by or before April 15.

Conferencing

Fall conferences shall be calendared for two (2) successive school days in October. Spring conferences shall be calendared for two (2) successive school days in March. On Wednesday of conference days, the contracted work day shall begin at 12:00 pm (noon). From 12:00 pm to 12:30 pm shall be used as teacher time to prepare for the first conference beginning at 12:30 pm. Conferences will end at 7:40 pm, including a duty-free meal period of thirty (30) minutes. On Thursday of conferences the contracted work day shall begin at 12:00 pm and end at 7:40 pm, including a duty-free meal period of thirty (30) minutes. Staff shall be permitted to attend their own children's conference(s), including leaving campus if necessary, provided staff ensure that parents are not deprived of reasonable opportunities to meet. To compensate for the two (2) days of conferencing, the Friday of conference week will be a non-work day.

Late Arrivals

The school calendar shall include late arrivals on designated days as agreed by the District and the Association.

On late arrival days, school start times for students will be delayed thirty (30) minutes after the normal start time. At a minimum, the first forty-five (45) minutes of the certificated employees' work day will be devoted to collaborative meeting time for staff.

The purpose of the late arrivals is to provide time for educators to work individually and collaboratively toward the goal of achieving continuous improvement, student academic performance and a guaranteed and viable curriculum.

The collaborative time will be focused on:

- Power Standards, pacing, formative & summative assessments
- Guaranteed and viable curriculum
- Data analysis, interventions, and student learning
- Four (4) questions:
 - (1) What do we want our students to learn?
 - (2) How will we know when they have learned it?
 - (3) What will we do when they do not learn it
 - (4) What will we do when they already know it?

5. Teacher Work Load

Employee workload shall be as follows:

(a) Class size

Teacher's daily workload shall be in accordance with the following:

K-3	26
4-6	28
Reading/Math Block K-3	26
Reading/Math Block 4-6	28
Combination classes containing grades K-3	23
Combination classes containing grades 3-4	24
Any combination class containing grades 4-6	25
7-12	32 per class, 168 per day
Music (secondary)	limited by safety and facilities
Music (elementary)	
K-2	28
3-6	35
Library (secondary)	limited by safety and facilities
Library (elementary)	
K-2	28
3-6	35
Physical Education	35 per period, no daily limit
Weight Training	28 Maximum
7-12 Special Education Core Classes	22

(b) Teacher Overloads

The following shall apply to overload compensation:

For the purpose of overload pay, a student will be counted when enrolled in class.

In the event a classroom employee on sick leave receives overload, overload compensation will be paid to him or her for the first twenty (20) days of his or her sick leave. On the 21st day, the substitute employee will begin to receive the compensation.

If an individual teacher's work load exceeds the number cited above, the teacher and principal and/or other members of the administration shall meet to discuss the overload. The employee shall receive an extra-duty stipend on a rate equal to two dollars and twenty-five cents (\$2.25) per student overload per class period in the secondary. In the elementary, overload pay per day is eleven dollars (\$11.00) per student per block. Part time teachers shall be pro-rated on their FTE. This is payable in the paycheck following the end of the quarter in which the overload occurs. The administration shall have one five day grace period to resolve the overload in the first grading period of the elementary and one five day grace period each time the students are placed in new classes in the secondary.

The District may relieve an overload at any time by written notification of the transfer or removal of students (such notice relieves the teacher of responsibility for those students) or by addition of staff (including aides) or forming a new class section. The teacher may, at his/her discretion, exercise the option to continue the extra-duty stipend in lieu of an overload aide. At the elementary level, if an aide is provided it shall be at the rate of one (1) hour of service per student of overload. At the

secondary level, if an aide is provided, service shall not exceed one (1) aide per overload class period.

(c) Special Educators

Caseload and/or class size shall be in accordance with the following:

	<u>IEP Cases</u>	<u>Class Size</u>
Educational Staff Associates (ESA):		
Speech Language Pathologist	55 IEPs	n/a
Physical Therapist/Occupational Therapist	55 IEPs	n/a
*Special Education Teachers:		
Resource Room	32 IEPs	16
Extended Resource Room	15 IEPs	15
Self-Contained	15 IEPs	15
Preschool Special Education	30 IEPs	12

* Paraprofessional Assistance shall be provided appropriate to the needs presented by the IEPs.

(d) Special Educator Overload

If an individual Special Educator's work load exceeds the number cited above, that special educator and principal and/or other members of the administration shall meet to discuss the overload.

(1) IEP Case Overload

In the event of IEP case overload, the employee shall receive an extra duty stipend at a rate equal to three dollars (\$3.00) per day per IEP case overload.

(2) Class Size Overload

In the event of class size overload, the employee shall receive either overload aide time or an extra-duty stipend on a rate equal to two dollars and twenty-five cents (\$2.25) per student overload per class period in the secondary. In the elementary, overload pay per day is eleven dollars (\$11.00) per student or two dollars and twenty-five cents (\$2.25) per student per block.

The District may relieve a special educator's overload at any time by written notification of the transfer or removal of students (such notice relieves the teacher of responsibility for those students) or by addition of staff (including aides) or forming a new class section. The teacher may, at his/her discretion, exercise the option to continue the extra-duty stipend in lieu of an overload aide. At the elementary level, if an aide is provided it shall be at the rate of one (1) hour of service per student of overload. At the secondary level, if an aide is provided, service shall not exceed one (1) aide per overload class period.

Overload pay is payable in the paycheck following the end of the quarter in which the overload occurs. The administration shall have one (1) five (5) day grace period to resolve the overload in the first grading period of the elementary and one (1) five (5) day grace period each time the students are placed in new classes in the secondary.

(e) Specialist Extended Day Contracts

The following extended contracts shall be made available to specialists as noted below, for completion of additional duties as required by the position. The contracted days below must be mutually scheduled with his/her supervisor:

School Psychologist	10days
Speech Language Pathologist	10 days
Physical Therapist/Occupational Therapist	10 days
Secondary Counselors	5 days

The extended contract days above shall be scheduled at the discretion of the employee in collaboration with the building principal, and shall be pro-rated per FTE.

*Secondary Counselors shall be expected to work a total of 10 days outside of the normal contract, 5 days of which will be flexed during the school year. Secondary Counselors shall receive the full extended day contract, regardless of FTE.

(f) Special Education Teachers Release Time

Special education teachers shall be provided up to five (5) days of either release time or paid per diem time, with administrator approval. No more than two (2) days shall be scheduled in any one (1) month and shall be scheduled in advance with administrator. Additional release time days may be provided upon administrator approval.

6. Payment

Regular certificated employees shall be paid in twelve (12) monthly installments. Each monthly payment shall contain one twelfth (1/12) of the contracted salary. In the event of a mistake in payment resulting in under-payment or over-payment, the District and the certificated employee involved shall mutually determine the arrangement for correction.

Section N: Salaries and Stipends

1. Travel Stipend

A certificated employee whose contracted job assignment requires traveling from one school to another in the District shall be reimbursed at the IRS rate per mile when the employee is required to provide such transportation. Further, employees required to travel from one school to another to attend District meetings shall receive the travel stipend. Mileage is not payable for meetings where committee stipend is already paid. An official list of all certificated employees approved for local travel reimbursement as a regular scheduled part of their job shall be maintained in the District Office, and a copy of same shall be provided to the Association and delivered to each employee who is on the list by September 15 of each year.

2. Salary Schedule

- (a) See Salary Schedule Appendix D and Appendix E.
- (b) The employee shall provide proof of certification for their current position, proof of experience, and transcripts of credits upon request.

3. Extra-Curricular Salary Schedule and Extra Duty Pay

- (a) Extra pay for extra duties – attached as Appendix F.
- (b) The Extra Curricular Salary Schedule will be increased annually by the State IPD.

- (c) Employees who do not complete their extra-curricular assignment shall receive a proration of the contracted stipend

4. **Certificated Extra-Duty Contracts**

Under normal circumstances if an extra-duty contract is going to be issued to a returning staff member, it shall be issued and approved before the end of the school year. Any returning staff member not notified otherwise by the end of the school year shall have their extra duty contracts renewed. If unusual circumstances (such as a levy failure) exist, the issuance of contracts may be delayed. A vacancy in an extra-curricular activity, duty or position exists when the employed person resigns or is notified by the District that they shall not be offered the position. When a vacancy exists in an extra-curricular activity, duty or position, it shall be posted within the District in a timely manner with the purpose of giving certificated employees the opportunity to apply for the position. Open positions shall normally be posted at least ten (10) days prior to the activity and issued at least five (5) days prior to beginning the activity.

5. **Substitute Wage**

A flat rate of one hundred thirty (\$130.00) per day shall be paid to substitutes in half-day increments. Substitutes working twenty (20) consecutive days or more in the same assignment shall be appropriately placed on the certificated employee salary schedule for the duration of the assignment, retroactive to day one (1). Every effort shall be made to recruit and retain an adequate number of substitutes.

6. **Additional Instructional and Educational Stipends and Pay Rates**

- (a) Before and after school teaching and interventions: The District shall pay a pro-rated per diem rate of pay (or the curriculum rate per hour if the employee's per diem is less than the curriculum rate) for teaching or interventions scheduled by the District outside the normal student day.
- (b) Summer School: The District shall pay the employee's hourly per diem wage for summer school instruction.
- (c) GLAD trainings and GLAD R and R's shall be paid at the employee's hourly per diem wage.
- (d) Committee Work:
 - i. Employees selected or appointed to serve on English Language Transition Teams and Building Technology Committees shall receive per diem rate of pay (or the curriculum rate per hour if the employee's per diem is less than the curriculum rate) for such work required by the District outside the contract day.
 - ii. Employees selected or appointed to serve on Site Teams, Curriculum Council, or any Elementary team that requires meeting time outside the work day shall receive a stipend at Level Eight on the Certificated Extra-Curricular Salary Schedule.
 - iii. As recognized by RCW 28A.320.230 and by the District's Board Policy 2020 (Curriculum Development and Adoption of Instructional Materials), the involvement of the District's professional staff is essential to effective curriculum development. Each major textbook and curriculum adoption shall be processed through the District's curriculum committee, which shall include representatives of the District's professional staff.
- (e) In-service participation: The District shall pay employees required to attend in-service training or classes outside the contracted day/year at a pro-rated per diem rate of pay. Notwithstanding the foregoing, where availability of funds does not permit the District to offer the option of paid attendance at an in-service training or

class, the District nevertheless may offer more limited financial support (e.g., registration, travel, meals, etc.) to interested employees.

- (f) The District shall pay employees a pro-rated per diem rate of pay for preparation time outside the regular employee work day to prepare for teaching/leading an in-service at a rate equal to one (1) hour of preparation time for every one (1) hour of in-service provided. The employee shall receive eighty-five dollars (\$85.00) an hour for every hour of teaching/leading the in-service. This section does not apply to full-time GLAD Coaches.

7. **Attendance at Meetings**

The District shall make reasonable efforts to limit the number and duration of meetings extending outside of the contract day.

8. **Supervision of Athletic Events**

Certificated employees shall be admitted free of charge to regular season home athletic events in exchange for crowd supervision as needed. In return for free admittance, employees shall agree to help supervise as needed.

Certificated employees shall also be offered the opportunity to purchase reduced-price family passes for regular season home athletic events.

9. **On the Job Injuries**

For absences due to job-related injuries which qualify for workman's compensation coverage, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

Section P: Assignment and Transfer – Vacancies

1. In order to assure that pupils are taught by certified employees working within their areas of competence, certified employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects and/or grades or other classes outside their major or minor fields of study.
2. To the extent found possible by the District, written notification of school assignment, grade level and/or subject, shall be submitted to all certificated employees by June 1 of the current school year. In the event that it becomes necessary to reassign employees following said notification, the immediate supervisor or superintendent shall consult with the affected employee. In the event an employee is unavailable for consultation said employee shall be consulted as soon as possible upon his/her return.
3. **Definition of Terms**
 - a. A "vacancy" is a position which has been permanently vacated or one which has been newly created.
 - b. An "employee transfer" request is one initiated by the employee for a change in assignment in the same or different building.
 - c. An "*involuntary* transfer" is an administrative initiated change in assignment, grade level or building in which the employee has not taught in the last three years.
 - d. A "voluntary transfer" is when an employee offers to fill a vacancy need with District approval.
 - e. "Seniority" for the purpose of this section is defined in this order:
 - i. years in the district

- ii. years in the state
 - iii. position on the salary schedule
- Ties in seniority shall be broken by lot.
- f. "Reassignment" is a change in subject matter within the same building and within the same general area of teaching.
- g. A "Leave Replacement Employee" Is an employee who is hired for up to a one-year period only with no obligation by the District to rehire for the following year, per RCW 28A.405.900.
- h. "Retire/rehire employees" shall mean any employee who has retired from a certificated position in the District or any other district who is offered a one (1) year or less non-continuing position. Retire/rehire employees must have fully complied with applicable statutes and Department of Retirement Systems rules, including requirements regarding separation from employment prior to being considered for rehire by the District. Retire/rehire employees shall be employed on a non-continuing contract, with no recourse, statutory or under this agreement, in the event that they are not offered employment by the District for the following year. Except to the extent of any conflicts with provisions of this section, the provisions of this Agreement apply to retire/rehire employees. Where there is a conflict, the terms of this section shall control.

4. **Vacancies for the Subsequent School Year**

- a. All vacancies shall be posted in each school building by the Personnel Office and a copy sent to the Association. Also, vacancies at the elementary level shall be posted individually, not generically. Vacancies shall be posted for at least five (5) work days during the school year before the vacancy may be advertised out of District. The District may encourage current employees to apply for such vacancies. Employees who wish to apply for such transfer to a posted vacancy shall make a written request to the Personnel office no later than the fifth work day following the posting of such vacancy during the school year. In general, employees who wish to be considered for a transfer should contact the superintendent in writing by April 15. All written requests for transfer shall be kept on file until May 1 of the following year.
- b. In the event vacancies arise during the summer vacation, the district shall make every effort to contact all employees who have made a written request to transfer. If notification is not possible by personal contact, the District shall notify by mail. The employee shall respond by telephone within seven (7) working days from the District's postmark if they choose to apply for the position. Ten (10) days prior to the beginning of the employee's written contract, the District shall be relieved of any obligation to notify the employee by mail.
- c. All qualified internal applicants shall be considered for an interview. Those not selected for the position shall be informed of the reason (s) for the decision upon request.
- d. Candidates for a vacant position shall be evaluated on their own overall level of abilities, training and experience as those abilities and experience pertain to a vacant position. The Board of Directors shall make the final determination regarding the filling of vacancies.
- e. Seniority shall be at least one factor in determining hiring.
- f. Within thirty (30) days of filling a position, but no later than one (1) week after the start of school, the Personnel Office shall notify in writing and/or by personal conference each certificated employee whose request for transfer was not granted, stating the specific reasons for non-selection.

- g. If a vacancy is filled by an employee transfer, the employee shall be informed of the time, and be assisted in moving any professional equipment and/or instructional material for a period of four (4) hours.
- h. When a vacancy occurs during the school year, if possible, it shall be filled by a temporary employee (i.e., an employee hired specifically to fill the vacancy for up to the balance of the school year, whose employment contract shall be non-renewed in accordance with RCW 28A.405.210, *et seq.*). The position shall later be reopened for the following year.

5. **Involuntary Transfer**

- a. If employees are being considered for involuntary transfer they shall be consulted prior to a decision. The employee being considered for a transfer can discuss his/her personal desires at that time. At the superintendent's discretion, teachers with only one year of experience in the current assignment or the district, or teachers assigned to other than regular classrooms, may be exempt from a transfer. An employee receiving notice of a transfer may request a meeting with the superintendent at which meeting the employee is entitled to employee representation. At the request of the employee, a written statement of the reasons for the transfer shall be provided by the superintendent with input from the principal(s). The building administration shall proceed through a process for an involuntary transfer considering the following criteria:
 - 1. Every attempt shall be made to replace staff from within the building first.
 - 2. The building administrator shall meet informally with staff to make an amiable transfer.
 - 3. The building administrator shall request volunteers.
 - 4. The building administrator shall notify the Association if the only *option* appears to be an involuntary transfer.
 - 5. In cases where no voluntary transfer is found, the employee with the least seniority shall be selected so long as academic program requirements can be met.
 - 6. The building administrator shall work to not cause multiple moves.
 - 7. The administration shall make the final decision.

This process is not an attempt to produce movement without cause but to improve education.
- b. An employee chosen to be transferred (to a new building or a new room within a building) shall have the option to use two (2) days at per diem. These days shall be used on site the week prior to the regular report day for teachers or the week after the last contract day of the current school year, in order to prepare for the new assignment. If approved by the Superintendent, other arrangements for use of the per diem days can be made with the building principal.
- c. The affected employee who is requested to transfer shall be informed of the time, and be assisted in moving by the District to a new building or a new room within a building. This assistance shall include the movement of professional equipment and instructional supplies.
- d. The transferred employee shall be offered assistance to meet the employee's and student's needs. The assistance may include a mentorship, college courses, workshops, resource materials, collaboration, time to review curriculum and other in-service opportunities. In no case shall the district's financial obligation exceed five hundred dollars (\$500.00).
- e. Teachers transferred out of their areas of qualifications (majors, minors, or specific certification) shall not be subject to probation/nonrenewal for the first year of such

reassignment, if the probation nonrenewal is based solely on deficiencies in knowledge of subject matter.

6. Voluntary transfer

The voluntarily transferred employee shall be offered assistance to meet the employee's and student's needs. The assistance may include a mentorship, college courses, workshops, resource materials, and other in-service opportunities. In no case shall the district's financial obligation exceed five hundred dollars (\$500.00).

Section Q: Release from Contract

- (a) An employee under contract shall be released from the obligations of the contract upon a letter of resignation submitted to the Superintendent's office prior to June 15.
- (b) A release from contract shall be considered after June 15 in cases of illness or exceptional matters that make it impossible for the employee to continue in the district. The District may require sufficient evidence to support the request.

ARTICLE IV

INSTRUCTION

Section A: Staff Development

It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of certified employees.

The District shall provide a total of thirty-five thousand dollars (\$35,000) for staff development. The funds will be provided as follows:

1. A total of twenty-five thousand dollars (\$25,000) will be provided for Professional Certification and National Board Certification. Applications (PGO/Staff Development Form – Appendix H) shall be accepted from July 1 through October 1. After October 1, the twenty-five thousand dollars (\$25,000) shall be equally distributed amongst all the applicants. Any remaining balance will be transferred to the ten thousand dollar (\$10,000) fund (see 3 below).
 - a. Funding for Professional Certification and National Board Certification support is contingent on an employee agreeing to stay three (3) years. In the event the employee terminates employment before three (3) years, the staff development support funds shall be deducted out of the employee's pay.
2. Ten thousand dollars (\$10,000) will be provided for other approved staff development. Applications (PGO/Staff Development Form – Appendix H) shall be processed on a first-come-first-serve basis.
3. All receipts must be submitted for reimbursement by June 30.
4. Employees may receive a total of no more than one thousand dollars (\$1,000) per year.

The District shall keep complete records and document the Staff Development fund. A copy of the documentation shall be provided at the request of the Association.

The District shall arrange clock hours for all staff development sponsored by the District, unless clock hours cannot be arranged for reasons beyond the control and without fault on the part of the District. Note: Clock hours currently require a three (3) hour minimum session (or a series

of shorter sessions totaling no less than three (3) hours) and a thirty (30) day lead time for pre-approval.

Section B: Classroom Visitation

1. The Board recognizes the desirability for patrons of the District to be familiar with the total education program. It further recognizes that frequent or unaccounted interruptions to the classroom can be detrimental to the educational process.
2. In order to provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:
 - a) All visitors to a school and/or classroom shall advise the principal or his/her designee of the purpose of their visit.
 - b) The teacher shall be afforded the opportunity to confer with the classroom observer before and/or after the observation.

Section C: Building Budget Committee

The building principal shall involve employees in the establishment of priorities and budget allocations to a building for the purpose of purchasing curriculum and instructional materials, developing curriculum, building staff development and implementing programs.

The monthly financial statement for each school building shall be made available to the instructional staff.

The primary responsibility for the building budget shall be the principal's, subject to the provisions contained herein.

Section D: Teacher Mentor Program

1. Selection of mentor teachers shall be made by the building principal.
2. Participation of a mentor teacher shall be voluntary.
3. Mentor teachers shall have no authority for the annual evaluation of a beginning teacher.
4. Teachers who are requested to be mentors shall be notified in advance as to the nature of the mentorship. Mentors and mentees shall be provided written documentation of job expectations and the stipend they are to receive no later than October 1st.
5. Beginning teachers are eligible to participate in the district's new teacher support program. A beginning teacher shall mean a certificated teacher with fewer than ninety (90) consecutive days of classroom teacher experience in either a public or private school in any grade, kindergarten through grade 12, and who is under contract for the current school year by NFSD. The support program shall include New Staff Orientation, the assignment of a Peer Mentor and participation in the Districts Mentor Teacher Program. Each beginning teacher and their peer mentor shall be given of one (1) meeting days (prior to school year, not including in-service days) to be taken in at least half day blocks to work on instruction and or curriculum paid at the employee's per diem rate.

Selection of peer mentors shall be made by the building principal prior to the school year beginning. The District shall notify the Association of members participating in the Mentor Teacher Program. A peer mentor should:

- a. Teach in the same major or related area of concentration as that of the beginning teacher and hold either a major or minor in that field.
- b. Have taught successfully for not less than three years in the NFSD.
- c. Demonstrate effective teaching skills.

- d. Have a good understanding and perspective of District and building policies, procedures, and programs.
- e. Possess a high level of professional development/commitment.
- f. Demonstrate good communication and interpretation skills.
- g. Have the necessary level of energy and enthusiasm and high level of creativity.
- h. Be highly regarded by students, staff, and the community.

Participation in the Mentor Teacher Program is required for the first year. The second year shall be optional. Beginning teachers and mentor teachers participating in the Mentor Teacher Program will receive a yearly stipend of five hundred dollars (\$500). This stipend is in addition to the one (1) day of meeting time prior to the school year. There will be no more than one required meeting per month. These required meetings will last no more than one and half hours.

Section E: Students and Instruction

1. Within the first two (2) weeks of school the identity of the principal-designee will be communicated to all certified staff in the building. When an administrative intern is available to assume this responsibility, assignment of such duties to the intern would be considered appropriate. In buildings where there is only one (1) administrator, a principal designee will be paid at Level Eight of the Certificated Extra Curricular Salary Schedule. In buildings where there is more than one (1) administrator, a principal designee will be paid at Level Nine of the Certificated Extra Curricular Salary Schedule.
2. Prior to the first day of school all certificated employees shall be informed of the building discipline plan, which will include a discipline matrix.
3. When possible, general education teachers assigned a special need student shall be provided a copy of student's Individualized Education Plan (IEP) within two (2) weeks of receiving the student and shall carry out all accommodations, modifications and specially designed instruction specified in the IEP. General education teachers shall participate with the Special Education Teacher to develop and modify the IEP as required.
4. **Classroom Exclusions.** Classroom exclusions shall mean the exclusion of a student from a classroom or an activity for behavioral violations, subject to WAC 392-400-330 and 392-400-335, which is not greater than five (5) minutes so long as the teacher or school personnel has attempted another form of discipline and the student remains under the supervision of school personnel.
 - a. **Teacher authority.** In accordance with RCW 28A.600.020(2), a teacher may exclude a student from the teacher's classroom or instructional or activity area for behavioral violations of the District's student discipline policy which cause the disruption of the educational process while the student is under the teacher's immediate supervision, subject to the requirements identified in the following subsections of this section.
 - b. **Other forms of discipline.** The teacher must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material or substantial disruption of the educational process. "Disruption of the educational process" means the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students. "Other forms of discipline" means actions used in response to behavioral violations, other than classroom exclusion, suspension, expulsion, or emergency

expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035.

c. **Limitations on classroom exclusion.**

- i. **Duration of classroom exclusion.** A classroom exclusion may be administered for all or any portion of the balance of the school day or until the principal or designee and the teacher have conferred, whichever occurs first; provided, however, in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded. The building principal/designee and the teacher will make every effort to confer prior to the student returning to the classroom or the principal/designee will begin suspension procedures in the absence of such conference, including investigation, due process, and parental notification. Only the District may exclude a student from the student's classroom or instructional or activity area for longer than the balance of the school day, providing parental notice and due process for a suspension, expulsion, or emergency expulsion under state law.
- ii. **"Conferred."** For purposes of subsection (a) above, "conferred" shall mean at least a telephone conversation if a face to face meeting is impracticable, provided however that the teacher may elect to require a meeting in person or via video transmission (if necessary), before the student's return, provided the teacher must agree to make her- or himself available either during their prep time, before or after school, or at a reasonable time outside the contracted day to meet, if necessary for scheduling reasons to avoid undue disruption of the educational process.
- iii. **Required Notice.**
 - a. **Notice to principal/designee.** The teacher must report the classroom exclusion, including the behavioral violation that led to the classroom exclusion, to the principal or designee as soon as reasonably possible. When a teacher administers a classroom exclusion on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material or substantial disruption of the educational process, the teacher must immediately notify the principal or designee.
 - b. **Notice to parents.** The teacher or principal/designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible. This notification is in a language the parents understand. In the event the student's parents have not already been notified, who will provide this notice will be discussed when the teacher and principal/designee confer about the incident.
- d. **Assignments and tests.** The District and the teacher must provide the student an opportunity to make up any assignments and tests missed during the classroom exclusion.

5. **Additional Training/Resources for exceptional circumstances** - The district shall provide additional resources (CPI Training, de-escalation training, additional para support as necessary) to teachers who deal with violent or aggressive students as determined through the application of Policy 3143 or by the student's IEP team.

Section F: Building Budgets

Employees at each work site shall have input into the building budget. Such input shall include, but not be limited to: staff development, use and structure of learning improvement days, allocation of resources for and selection of learning materials.

Section G: Lesson Plans

Employees shall be free to individually determine lesson plan formats; provided they adequately reflect district components of lesson design.

Section H: Retention of Elementary Students

Evaluating student progress is a primary responsibility of the classroom teacher(s) based on data and grade level criteria. If a student is being considered for retention, the classroom teacher(s) should consider the following steps:

- i. Classroom teacher(s) has met a minimum of two (2) times outside of scheduled conference days with parent(s) regarding student's lack of progress.
- ii. Classroom teacher(s) will meet with the building principal to review the recommendation for retention.
- iii. A meeting will be set up with the classroom teacher(s), principal, parent and other key members of the student's evaluation team (may include interventionists, counselors, specialists, etc.)

The parent has the right to refuse the recommendation for retention.

Section I: Placement of Students

In effort to keep classrooms balanced in the elementary school, preliminary class lists shall be developed by staff and administration no later than five (5) days prior to the end of school. The week prior to the start of school, teachers will have the opportunity to discuss with the principal any changes made during the summer to discuss alternatives if needed.

Placement of IEP Students

The principal, in consultation with the affected classroom employee and the special education teacher, will determine the placement of an identified IEP student in a regular classroom. In the assignment and placement of special services (IEP, 504) in regular classrooms, the district will make every effort to ensure these students are equitably distributed per classroom employee per grade level/subject area.

- (1) To the maximum extent practicable, employees shall be given 24 hours' notice and appropriate placement information before admission of mainstreamed inclusion students to the classroom.
- (2) Regular classroom employees assigned a special needs student shall be given general education accommodation and modification information from the student's IEP.
- (3) Placement considerations may include the level of service to the student, student need, teacher input, building considerations, as well as other factors. Every effort will be made to limit placements to five (5) or less (4 K-1) per class.
- (4) When more than five (5) (4 K-1) special services (IEP, 504) are placed in a general education classroom, a mandatory meeting with the principal will be held to resolve the overload issue within five working days. If there is no mutually agreed upon resolution to the overload issue, the number of students above five (5) (4 K-1) will be weighted 1.5:1 for purposes of calculating overload and to determine support to alleviate the impact in the classroom (class sizes will be rounded up). Special services (IEP, 504) students will not be counted toward the Sped/CHN threshold if that student is accompanied by a dedicated staff member (provides academic,

instructional, or behavioral support) in the general education class, or if the student disability or area of qualification does not impact learning in the general education classroom (as determined by the teacher, case manager, and administrator).

- (5) Certain secondary classes may be exceptions to these standards in cases of health and fitness, band, chorus, limited course or section offerings, or where program content is geared to the needs of Special Services students. These classes will have access to additional resources as decided upon by the principal in consultation with the teacher.

Section J: Teacher Professional Development

The District will do an annual professional development survey with staff and meet with the NFEA board by April 1 to discuss results of the survey and gather input for professional development for the following school year

Section K: STAT/Advisory

After the first two (2) weeks of the semester, no more than two (2) days per month of STAT is to be used for admin directed lessons, to include, but not limited to SEL, PBIS and dissemination of school related information, exclusive of other ASB/student activities, such as assemblies.

ARTICLE V

DURATION

This Collective Bargaining Contract shall be in full force and effect from September 1, 2019 to and including August 31, 2020. Re-openers shall consist of 1) legislatively mandated changes; and 2) any other items mutually agreed.

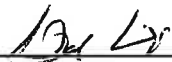
For the 2019-2020 school year, the District will use the mutually agreed upon salary schedule (Appendix E). Funds received from the State for Professional Learning Time will be controlled by the District.

Negotiations on a successor contract shall begin no later than sixty (60) days prior to the expiration of this Contract.

IN WITNESS WHEREOF, the Parties hereunto have set their hands and seal this 26th day of August, 2019.



Terry Utecht, Chair, Board of Directors



David Dixon, President, NFEA



Jim Jacobs, Superintendent

North Franklin School District Professional Growth Option/Staff Development Form

_____ Professional Growth Option (short-form evaluation method required)

_____ Staff Development Request

The Professional Growth Option (see Article III, section F.3.) is a voluntary plan by an employee designed to improve that employee's professional performance. The purpose of professional growth is to assist employees in self-guided professional development toward self-selected professional development goals in order to encourage enhancements and improvements in teaching skills, techniques and abilities. Professional growth is the desired outcome. Collaborative interaction is encouraged. Professional growth is intended to provide employees with support for risk taking inherent in trying new ideas. Upon completion of Professional Growth Option a final report must be completed and attached to the Professional Growth Option/Staff Development Form by May 15.

***Staff Development** requests for funds are to support Professional Certification, National Board Certification, or other District-approved staff development.

* In the event the employee terminates employment before three (3) years, the staff development funds used to support Professional Certification or National Board Certification shall be subject to recapture out of the employee's pay.

Name: _____ Date: _____

School: _____ Administrator: _____

Description of the Professional Growth Plan or staff development activity (attach additional pages as needed):

Employee Signature

Administrator Signature

Date

Date

NORTH FRANKLIN SCHOOL DISTRICT 2018-2019 SCHOOL CALENDAR

APPENDIX G

DATES TO REMEMBER

AUGUST 2018

August 10..... New Employee Orientation
 August 21..... Required Staff Inservice
 August 22..... Required Staff Inservice
 August 23..... Required Staff Inservice
 August 24.... Teacher Directed Optional Staff Inservice
 August 27..... School Begins for 1st-6th, 7th, 9th
 August 28..... School Begins for 8th, 10th-12th

SEPTEMBER

*September 3..... Labor Day

OCTOBER

October 24..... Afternoon/Evening Conferences
 October 25..... Afternoon/Evening Conferences
 October 26..... No School
 October 29..... Required Staff Inservice

NOVEMBER

*November 12..... Veterans Day
 November 21..... Thanksgiving Break
 *November 22-23..... Thanksgiving Break

DECEMBER

December 24-Jan 4..... Christmas Break

JANUARY 2019

*January 21..... Martin Luther King Day
 January 25..... Grade Preparation
 January 28..... Required Staff Inservice

FEBRUARY

*February 18..... Presidents' Day

MARCH

March 27..... Afternoon/Evening Conferences
 March 28..... Afternoon/Evening Conferences
 March 29..... No School

APRIL

April 1-5..... Spring Break
 April 8..... Required Staff Inservice

MAY

*May 27..... Memorial Day
 May 30..... PJHS Graduation
 May 31..... CHS Graduation

JUNE

June 7..... Last Day of School
 June 10..... Teacher Directed Optional Staff Inservice

AUGUST 2018

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
LA 27	28	29	30	31

NOVEMBER

M	T	W	T	F
			1	2
LA 5	6	7	8	9
12	13	14	15	16
LA 19	20	◆ 21	22	23
LA 26	27	28	29	30

FEBRUARY

M	T	W	T	F
				1
LA 4	5	6	7	8
LA 11	12	13	14	15
18	19	20	21	22
LA 25	26	27	28	

MAY

M	T	W	T	F
		1	2	3
LA 6	7	8	9	10
LA 13	14	15	16	17
LA 20	21	22	23	24
27	28	29	30	31

SEPTEMBER

M	T	W	T	F
3	4	5	6	7
LA 10	11	12	13	14
LA 17	18	19	20	21
LA 24	25	26	27	28

DECEMBER

M	T	W	T	F
LA 3	4	5	6	7
LA 10	11	12	13	14
LA 17	18	19	20	21
24	25	26	27	28
31				

MARCH

M	T	W	T	F
				1
LA 4	5	6	7	8
LA 11	12	13	14	15
LA 18	19	20	21	22
LA 25	26	◆ C 27	C 28	29

JUNE

M	T	W	T	F
LA 3	4	5	6	◆ 7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER

M	T	W	T	F
LA 1	2	3	4	5
LA 8	9	10	11	12
LA 15	16	17	18	19
LA 22	23	◆ C 24	C 25	26
29	30	31		

JANUARY 2019

M	T	W	T	F
	1	2	3	4
LA 7	8	9	10	11
LA 14	15	16	17	18
21	22	23	24	◆ 25
28	29	30	31	

APRIL

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
LA 15	16	17	18	19
LA 22	23	24	25	26
LA 29	30			

LEGEND

- School Begins & Ends
- ◆ Early Dismissal
- No School
- Staff Inservice
no school for students
- Mid-Quarter Progress
Reports sent home week of
- LA Late Arrival - Students
arrive 30 minutes late
- C Conferences

CERTIFICATED
EXTRA CURRICULAR SALARY SCHEDULE EXTRA DUTY PAY
2018-19 = \$37,215

APPENDIX F

YRS EXPERIENCE	0	1	2	3	4	5
LEVEL ONE	10.4	11.6	12.2	12.8	13.4	14.0
Band	3870	4317	4540	4764	4987	5210
LEVEL TWO	4.7	5.1	5.4	5.8	6.3	6.7
Math Team, Knowledge Bowl						
Camp Wooten Director	1749	1898	2010	2158	2345	2493
Auditorium Manager						
LEVEL SIX	4.3	4.6	4.8	5.1	5.3	5.6
Choir, OJH & CHS Noon Duty						
Drumline, Drama	1600	1712	1786	1898	1972	2084
LEVEL SEVEN	3.2	3.4	3.6	3.8	4.0	4.2
Camp Wooten Teachers						
Web/Link Crew	1191	1265	1340	1414	1489	1563
LEVEL EIGHT	1.6	1.7	1.8	1.9	2.0	2.1
High Schl Clss Advisor						
Curr. Council Members	595	633	670	707	744	782
Site Team						
Principal Designee (1 admin in bldg)						
CHS Dept Chairs						
ASB Advisor						
Principal Designee						
LEVEL NINE	1.6	1.7	1.8	1.9	2.0	2.1
Principal Designee (2 admin in bldg)	298	317	335	354	372	391
HIGH SCHOOL PLAYOFFS						

Math Team and Knowledge Bowl Advisors, and Band Director per sports' season will receive a 5% additional stipend for District and another 5% for State for a maximum 10% extra stipend5% of Coach's Salary for District; 5% Coach's Salary for State

**NORTH FRANKLIN SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE
2019-20**

STEP	<u>BA-0</u>	<u>BA-15</u>	<u>BA-30</u>	<u>BA-45</u>	<u>BA-90</u>	<u>MA-0</u>	<u>MA-45</u>	<u>MA-90</u>
0	\$41,535	\$43,653	\$45,772	\$47,890	\$50,008	\$52,126	\$54,245	\$56,363
1	\$43,653	\$45,772	\$47,890	\$50,008	\$52,126	\$54,245	\$56,363	\$58,481
2	\$45,772	\$47,890	\$50,008	\$52,126	\$54,245	\$56,363	\$58,481	\$60,600
3	\$47,890	\$50,008	\$52,126	\$54,245	\$56,363	\$58,481	\$60,600	\$62,718
4	\$50,008	\$52,126	\$54,245	\$56,363	\$58,481	\$60,600	\$62,718	\$64,836
5	\$52,126	\$54,245	\$56,363	\$58,481	\$60,600	\$62,718	\$64,836	\$66,954
6	\$54,245	\$56,363	\$58,481	\$60,600	\$62,718	\$64,836	\$66,954	\$69,073
7	\$56,363	\$58,481	\$60,600	\$62,718	\$64,836	\$66,954	\$69,073	\$71,191
8	\$58,481	\$60,600	\$62,718	\$64,836	\$66,954	\$69,073	\$71,191	\$73,309
9	\$58,481	\$62,718	\$64,836	\$66,954	\$69,073	\$71,191	\$73,309	\$75,428
10	\$58,481	\$62,718	\$66,954	\$69,073	\$71,191	\$73,309	\$75,428	\$77,546
11	\$58,481	\$62,718	\$66,954	\$71,191	\$73,309	\$75,428	\$77,546	\$79,664
12	\$58,481	\$62,718	\$66,954	\$73,309	\$75,428	\$77,546	\$79,664	\$81,782
13	\$58,481	\$62,718	\$66,954	\$73,309	\$77,546	\$79,664	\$81,782	\$83,901
14	\$58,481	\$62,718	\$66,954	\$73,309	\$79,664	\$81,782	\$83,901	\$86,019
15	\$58,481	\$62,718	\$66,954	\$73,309	\$81,782	\$83,901	\$86,019	\$88,137
16	\$58,481	\$62,718	\$66,954	\$73,309	\$83,901	\$86,019	\$88,137	\$90,256

**NORTH FRANKLIN SCHOOL DISTRICT
CERTIFICATED TEACHER SALARY SCHEDULE
2018-19**

STEP	<u>BA-0</u>	<u>BA-15</u>	<u>BA-30</u>	<u>BA-45</u>	<u>BA-90</u>	<u>MA-0</u>	<u>MA-45</u>	<u>MA-90</u>
0	\$40,760	\$42,839	\$44,918	\$46,996	\$49,075	\$51,154	\$53,233	\$55,311
1	\$42,839	\$44,918	\$46,996	\$49,075	\$51,154	\$53,233	\$55,311	\$57,390
2	\$44,918	\$46,996	\$49,075	\$51,154	\$53,233	\$55,311	\$57,390	\$59,469
3	\$46,996	\$49,075	\$51,154	\$53,233	\$55,311	\$57,390	\$59,469	\$61,548
4	\$49,075	\$51,154	\$53,233	\$55,311	\$57,390	\$59,469	\$61,548	\$63,626
5	\$51,154	\$53,233	\$55,311	\$57,390	\$59,469	\$61,548	\$63,626	\$65,705
6	\$53,233	\$55,311	\$57,390	\$59,469	\$61,548	\$63,626	\$65,705	\$67,784
7	\$55,311	\$57,390	\$59,469	\$61,548	\$63,626	\$65,705	\$67,784	\$69,863
8	\$57,390	\$59,469	\$61,548	\$63,626	\$65,705	\$67,784	\$69,863	\$71,941
9	\$57,390	\$61,548	\$63,626	\$65,705	\$67,784	\$69,863	\$71,941	\$74,020
10	\$57,390	\$61,548	\$65,705	\$67,784	\$69,863	\$71,941	\$74,020	\$76,099
11	\$57,390	\$61,548	\$65,705	\$69,863	\$71,941	\$74,020	\$76,099	\$78,178
12	\$57,390	\$61,548	\$65,705	\$71,941	\$74,020	\$76,099	\$78,178	\$80,256
13	\$57,390	\$61,548	\$65,705	\$71,941	\$76,099	\$78,178	\$80,256	\$82,335
14	\$57,390	\$61,548	\$65,705	\$71,941	\$78,178	\$80,256	\$82,335	\$84,414
15	\$57,390	\$61,548	\$65,705	\$71,941	\$80,256	\$82,335	\$84,414	\$86,493
16	\$57,390	\$61,548	\$65,705	\$71,941	\$82,335	\$84,414	\$86,493	\$88,571

NFSD Comprehensive Evaluation Form

APPENDIX C

Teacher Name:	Building/Assignment:
Evaluator:	School Year:
Date of Observations:	Date of Final Conference:

Directions: Place a 1,2,3 or 4 to the right of each indicator which best describes demonstrated performance of the skills listed below. Any items marked as a "1" must be explained in the comments section. Evaluations must be based on actual evidence collected through observation and conversation.

Each of the eight legally required criteria must be scored on a rating of 1 – 4, 1=Unsatisfactory; 2=Basic; 3=Proficient; 4=Distinguished. Other listed sub-headings under the legally required criteria are indicators. The criterion score should be based on the preponderance of the evidence analyzed for current year's work.

Criterion 1: Centering instruction on high expectations for student achievement.			Criterion Performance Level (1,2,3,4)
P1	Purpose: Learning target(s) connected to standards		
P4	Purpose: Communication of learning target(s)		
P5	Purpose: Success criteria		
CEC2	Classroom Environment & Culture: Learning routines		
<i>Total of Indicators</i>			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 2: Demonstrating effective teaching practices.			Criterion Performance Level (1,2,3,4)
SE1	Student Engagement: Quality of questioning		
SE4	Student Engagement: Opportunity and support for participation and meaning making		
SE5	Student Engagement: Student talk		
CP5	Curriculum & Pedagogy: Use of scaffolds		
<i>Total of Indicators</i>			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			Criterion Performance Level (1,2,3,4)
SE2	Student Engagement: Ownership of learning		
SE3	Student Engagement: Capitalizing on students' strengths		
CP4	Curriculum & Pedagogy: Differentiated instruction for students		

A4:	Assessment for Student Learning: Teacher use of formative assessment		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			Criterion Performance Level (1,2,3,4)
P2	Purpose: Lessons connected to previous and future lessons, broader purpose and transferable skill		
CP1	Curriculum & Pedagogy: Alignment of instructional materials and tasks		
CP2	Curriculum & Pedagogy: Teacher knowledge and content		
CP3	Curriculum & Pedagogy: Discipline-specific teaching approaches		
P3	Purpose: Design of performance task		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (5-7), 2 (8-12), 3 (13-17), 4 (18-20)			
Comments:			

Criterion 5: Fostering and managing a safe, positive learning environment.			Criterion Performance Level (1,2,3,4)
CEC1	Classroom Environment & Culture: Classroom arrangement and resources		
CEC3	Classroom Environment & Culture: Use of learning time		
CEC4	Classroom Environment & Culture: Student status		
CEC5	Classroom Environment & Culture: Norms for learning		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			Criterion Performance Level (1,2,3,4)
A1	Assessment for Student Learning: Student self-assessment		
A2	Assessment for Student Learning: Student use of formative assessments over time		
A3	Assessment for Student Learning: Quality of formative assessment methods		

NFSD Comprehensive Evaluation Form

APPENDIX C

A5	Assessment for Student Learning: Collection systems for formative assessment data		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 7: Communicating and collaborating with parents and the school community.			Criterion Performance Level (1,2,3,4) _____
PCC2	Professional Collaboration & Communication: Communication and collaboration with parents and guardians		
PCC3	Professional Collaboration & Communication: Communication within the school community about student progress		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)			
Comments:			

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			Criterion Performance Level (1,2,3,4) _____
PCC1	Professional Collaboration & Communication: Collaboration with peers and administrators to improve student learning		
PCC4	Professional Collaboration & Communication: Support school, district and state curricula, policies and initiatives		
PCC5	Professional Collaboration & Communication: Ethics and advocacy		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)			
Comments:			

Preliminary Score (Total of 8 Criterion Scores):								
1	2	3	4	5	6	7	8	Total Score
CHECK PRELIMINARY SUMMATIVE RATING ☐ Unsatisfactory = 8 – 14; ☐ Basic = 15 – 21; ☐ Proficient = 22 – 28; ☐ Distinguished = 29 – 32								

NFSD Comprehensive Evaluation Form

APPENDIX C

Directions: For each of the following, assign a score of 1 – 4; add the five scores to determine the total Student Growth Score. Low = 4 – 12; Medium = 13 – 17; High = 18 – 20

Student Growth Rubric Scores			Total Student Growth Score
SG 3.1	Establish Student Growth Goal(s): Subgroup of students		
SG 3.2	Achievement of Student Growth Goals(s): Subgroup of students		
SG 6.1	Establish Student Growth Goal(s): Classroom of students		
SG 6.2	Achievement of Student Growth Goal(s): Classroom of students		
SG 8.1	Establish Team Student Growth Goal(s)		
Comments:			
OSPI Score Bands for Student Growth Impact Rating: Low = 4 – 12; Average = 13 – 17; High = 18 – 20			

The Teacher's Student Growth Measure is ☐ Low ☐ Average ☐ High

The Preliminary Rating is (check):

☐ Distinguished
 ☐ Proficient
 ☐ Basic
 ☐ Unsatisfactory

The Student Growth Measure rating is (check):

☐ Low
 ☐ Average
 ☐ High

Evaluation Rating

Distinguished	Proficient Rating Student Growth Inquiry	Distinguished Rating	
Proficient	Proficient Rating Student Growth Inquiry	Proficient Rating	
Basic	Basic Rating Student Growth Inquiry	Basic Rating	
Unsatisfactory	Unsatisfactory Rating Plan of Improvement		
	Low	Average	High
	Impact on Student Learning		

	Unsatisfactory	Basic	Proficient	Distinguished
OVERALL FINAL EVALUATION	☐	☐	☐	☐
Signature of Evaluator				Date:
Signature of Teacher				Date:

Note: The employee shall sign the Comprehensive Evaluation Form to indicate that he/she has received a copy and a conference was held. The signature of the employee does not necessarily imply that the employee agrees with the contents of the final evaluation. The employee has the right to attach his/her own comments, which shall become part of this evaluation form.

NFSD Focused Evaluation Form

APPENDIX C

Teacher Name:	Building/Assignment:
Evaluator:	School Year:
Date of Observations:	Date of Final Conference:

A focused evaluation requires only one criterion and one student growth measure (3, 6, 8).

Directions: Place a 1, 2, 3 or 4 to the right of each indicator which best describes demonstrated performance of the skills listed below. Any items marked as a "1" must be explained in the comments section. Evaluations must be based on actual evidence collected through observation and conversation.

The selected criterion must be scored on a rating of 1 – 4, 1=Unsatisfactory; 2=Basic; 3=Proficient; 4=Distinguished. Other listed sub-headings under the required criteria are indicators. The criterion score should be based on the preponderance of the evidence analyzed for current year's work.

Criterion 1: Centering instruction on high expectations for student achievement.			Criterion Performance Level (1,2,3,4)
P1	Purpose: Learning target(s) connected to standards		
P4	Purpose: Communication of learning target(s)		
P5	Purpose: Success criteria		
CEC2	Classroom Environment & Culture: Learning routines		
<i>Total of Indicators</i>			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 2: Demonstrating effective teaching practices.			Criterion Performance Level (1,2,3,4)
SE1	Student Engagement: Quality of questioning		
SE4	Student Engagement: Opportunity and support for participation and meaning making		
SE5	Student Engagement: Student talk		
CP5	Curriculum & Pedagogy: Use of scaffolds		
<i>Total of Indicators</i>			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.			Criterion Performance Level
SE2	Student Engagement: Ownership of learning		
SE3	Student Engagement: Capitalizing on students' strengths		

			(1,2,3,4)
CP4	Curriculum & Pedagogy: Differentiated instruction for students		
A4:	Assessment for Student Learning: Teacher use of formative assessment		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.			Criterion Performance Level (1,2,3,4) _____
P2	Purpose: Lessons connected to previous and future lessons, broader purpose and transferable skill		
CP1	Curriculum & Pedagogy: Alignment of instructional materials and tasks		
CP2	Curriculum & Pedagogy: Teacher knowledge and content		
CP3	Curriculum & Pedagogy: Discipline-specific teaching approaches		
P3	Purpose: Design of performance task		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (5-7), 2 (8-12), 3 (13-17), 4 (18-20)			
Comments:			

Criterion 5: Fostering and managing a safe, positive learning environment.			Criterion Performance Level (1,2,3,4) _____
CEC1	Classroom Environment & Culture: Classroom arrangement and resources		
CEC3	Classroom Environment & Culture: Use of learning time		
CEC4	Classroom Environment & Culture: Student status		
CEC5	Classroom Environment & Culture: Norms for learning		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)			
Comments:			

Criterion 6: Using multiple student data elements to modify instruction and improve student learning.			Criterion Performance Level (1,2,3,4) _____
A1	Assessment for Student Learning: Student self-assessment		
A2	Assessment for Student Learning: Student use of formative assessments over time		
A3	Assessment for Student Learning: Quality of formative assessment methods		
A5	Assessment for Student Learning: Collection systems for formative assessment data		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (4-6), 2 (7-9), 3 (10-13), 4 (14-16)			
Comments:			

Criterion 7: Communicating and collaborating with parents and the school community.			Criterion Performance Level (1,2,3,4) _____
PCC2	Professional Collaboration & Communication: Communication and collaboration with parents and guardians		
PCC3	Professional Collaboration & Communication: Communication within the school community about student progress		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (2), 2 (3-4), 3 (5-6), 4 (7-8)			
Comments:			

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.			Criterion Performance Level (1,2,3,4) _____
PCC1	Professional Collaboration & Communication: Collaboration with peers and administrators to improve student learning		
PCC4	Professional Collaboration & Communication: Support school, district and state curricula, policies and initiatives		
PCC5	Professional Collaboration & Communication: Ethics and advocacy		
Total of Indicators			
Rating range to indicate level of performance for this criterion – 1 (3-4), 2 (5-6), 3 (7-9), 4 (10-12)			
Comments:			

Preliminary Summative Score of Criterion chosen:	_____
CHECK PRELIMINARY RATING	
☐ Unsatisfactory = 1; ☐ Basic = 2; ☐ Proficient = 3; ☐ Distinguished = 4	

NFSD Focused Evaluation Form

APPENDIX C

Directions: Only 1 of the following Student Growth Rubrics needs to be scored for the Focused Evaluation. Assign a score of 1 – 4 on the selected student growth measure.

Student Growth Rubric Scores			Total Student Growth Score
SG 3.1	Establish Student Growth Goal(s): Subgroup of students		
SG 3.2	Achievement of Student Growth Goals(s): Subgroup of students		
OSPI Score Bands for Student Growth Impact Rating: Low = 2 – 4; Average = 5 – 6; High = 7 – 8			

Student Growth Rubric Scores			Total Student Growth Score
SG 6.1	Establish Student Growth Goal(s): Classroom of students		
SG 6.2	Achievement of Student Growth Goal(s): Classroom of students		
OSPI Score Bands for Student Growth Impact Rating: Low = 2 – 4; Average = 5 – 6; High = 7 – 8			

Student Growth Rubric Scores			Total Student Growth Score
SG 8.1	Establish Team Student Growth Goal(s)		
OSPI Score Bands for Student Growth Impact Rating: Low = 1 – 2; Average = 3; High = 4			

The Preliminary Summative Rating is (check):

☐ Distinguished ☐ Proficient ☐ Basic ☐ Unsatisfactory

The Student Growth Measure rating is (check):

☐ Low ☐ Average ☐ High

Evaluation Rating	Distinguished	Proficient Rating Student Growth Inquiry	Distinguished Rating
	Proficient	Proficient Rating Student Growth Inquiry	Proficient Rating
	Basic	Basic Rating Student Growth Inquiry	Basic Rating
	Unsatisfactory	Unsatisfactory Rating Plan of Improvement	
		Low	Average
Impact on Student Learning			

		Unsatisfactory	Basic	Proficient	Distinguished
OVERALL FINAL EVALUATION		☐	☐	☐	☐
Signature of Evaluator					Date:
Signature of Teacher					Date:

Note: The employee shall sign the Comprehensive Evaluation Form to indicate that he/she has received a copy and a conference was held. The signature of the employee does not necessarily imply that the employee agrees with the contents of the final evaluation. The employee has the right to attach his/her own comments, which shall become part of this evaluation form.

NORTH FRANKLIN SCHOOL DISTRICT EVALUATION FORM NON-CLASSROOM TEACHERS

(elementary librarian/media specialists, elementary pe, elementary music, NFVA teacher, intervention specialists)

Name: _____ Assignment: _____

Evaluator: _____ Date of Evaluation: _____

Long Form Evaluation Process ☐ Short Form Evaluation Process ☐

Date of Observations: _____

This evaluation summary is the uniform document for reporting demonstrated levels of competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include specific recommendations for improvement.

Ratings: (S) Satisfactory *(NI) Needs Improvement *(U) Unsatisfactory (N/A) Not Applicable

CRITERION	S	N/I	U	N/A
INSTRUCTIONAL SKILL				
CLASSROOM MANAGEMENT/STUDENT DISCIPLINE				
EFFORT TOWARD IMPROVEMENT WHEN NEEDED				
PROFESSIONAL CHARACTERISTICS				
COMMUNICATION WITH PARENTS				
OVERALL RATING				
EVALUATOR COMMENTS: 				
EMPLOYEE COMMENTS: 				

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this evaluation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT EVALUATION FORM COUNSELORS

(counselors, student advocates, substance abuse/crisis intervention counselors)

Name: _____ Assignment: _____

Evaluator: _____ Date of Evaluation: _____

Long Form Evaluation Process ☐ Short Form Evaluation Process ☐

Date of Observations: _____

This evaluation summary is the uniform document for reporting demonstrated levels of competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include specific recommendations for improvement.

Ratings: (S) Satisfactory *(NI) Needs Improvement *(U) Unsatisfactory (N/A) Not Applicable

CRITERION	S	N/I	U	N/A
KNOWLEDGE AND PREPARATION IN THE FIELD				
SPECIALIZED SKILLS				
MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT				
INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATION PERSONNEL				
EFFORT TOWARD IMPROVEMENT WHEN NEEDED				
COMMUNICATION				
OVERALL RATING				
EVALUATOR COMMENTS:				
EMPLOYEE COMMENTS:				

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this evaluation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT EVALUATION FORM INSTRUCTIONAL COACHES (GLAD)

Name: _____ Assignment: _____

Evaluator: _____ Date of Evaluation: _____

Long Form Evaluation Process ☐ Short Form Evaluation Process ☐

Date of Observations: _____

This evaluation summary is the uniform document for reporting demonstrated levels of competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include specific recommendations for improvement.

Ratings: **(S) Satisfactory** ***(NI) Needs Improvement** ***(U) Unsatisfactory** **(N/A) Not Applicable**

CRITERION	S	N/I	U	N/A
KNOWLEDGE AND PREPARATION IN THE FIELD				
INSTRUCTIONAL/TRAINING				
EFFORT TOWARD IMPROVEMENT WHEN NEEDED				
OVERALL RATING				
EVALUATOR COMMENTS:				
EMPLOYEE COMMENTS:				

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this evaluation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT EVALUATION FORM SPECIAL EDUCATION SPECIALISTS

(psychologists, speech language pathologists, physical therapists, occupational therapists)

Name: _____ Assignment: _____

Evaluator: _____ Date of Evaluation: _____

Long Form Evaluation Process ☐ Short Form Evaluation Process ☐

Date of Observations: _____

This evaluation summary is the uniform document for reporting demonstrated levels of competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include specific recommendations for improvement.

Ratings: (S) Satisfactory *(NI) Needs Improvement *(U) Unsatisfactory (N/A) Not Applicable

CRITERION	S	N/I	U	N/A
KNOWLEDGE AND PEPARATION IN THE FIELD				
SPECIALIZED SKILLS				
MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT				
THE SUPPORT PERSON AS A PROFESSIONAL				
INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL				
OVERALL RATING				
EVALUATOR COMMENTS:				
EMPLOYEE COMMENTS:				

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this evaluation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT

OBSERVATION FORM

NON-CLASSROOM TEACHERS

(elementary librarian/media specialists, elementary pe, elementary music, NFVA teacher, intervention specialists)

Name: _____ Assignment: _____

Date and Time of Observation: _____ Date Pre-Observation Conference: _____

Date Post-Observation Conference: _____

- 1. INSTRUCTIONAL SKILL.** Demonstrates a competent level of knowledge and skill in designing and implementing an instructional experience.
 - 1.1 Uses State goals, benchmarks and district adopted curriculum to plan and develop a variety of instructional experiences and strategies to meet the learning needs of individual students
 - 1.2 Demonstrates an ability to differentiate curriculum and/or modify lessons to meet a wide range of student abilities and backgrounds
 - 1.3 Develops quality assessments aligned with lessons and units
 - 1.4 Implements an instructional plan:
 - Communicates target learning to students
 - Provides clear directions to students
 - Models expectations for students
 - Continuously checks for student understanding and modifies instruction accordingly
 - Uses appropriate guided and independent practice and homework
 - 1.5 Motivates students to attend to daily lessons and actively engage in learning
 - 1.6 Demonstrates effective integration of technology in order to enhance student learning

Comments:

- 2. CLASSROOM MANAGEMENT/STUDENT DISCIPLINE.** Demonstrates competent level of knowledge and skill in organizing the physical and human elements in the education setting and the ability to manage the non-instructional, human dynamics in the educational setting.
 - 2.1 Maintains orderly, efficient classroom environment conducive to learning
 - 2.2 Organizes individual, small group, and large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired
 - 2.3 Implements well-defined classroom procedures, yet remains flexible
 - 2.4 Helps students develop productive work habits and study skills
 - 2.5 Makes appropriate use of support staff
 - 2.6 Establishes clear parameters for student conduct and teaches and holds students accountable for expectations
 - 2.7 Responds appropriately to disciplinary problems when they do occur
 - 2.8 Facilitates a positive and respectful classroom climate
 - 2.10 Exercises responsibility for student management throughout the entire building

Comments:

- 3. EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** Demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.
- 3.1 Shows professional growth as a result of participation in professional activities
 - 3.2 Responds positively to recommendations included in periodic and annual personnel evaluations
 - 3.3 Uses self-assessment to identify strengths, needs, and limitations
 - 3.4 Takes appropriate action to facilitate growth, including participation in professional growth activities
 - 3.5 Uses classroom student achievement data to guide improvements

Comments:

- 4. PROFESSIONAL CHARACTERISTICS.** Demonstrates evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.
- 4.1 Actively and collaboratively participates in the school improvement process through data collection and analysis, improvement planning, professional growth activities, evaluation, etc.
 - 4.2 Exhibits flexibility, self-control, mature behavior, and good judgement
 - 4.3 Maintains an appearance that does not detract from the educational process or the education profession
 - 4.4 Selects appropriate methods for resolving concerns, problems, and/or conflicts
 - 4.5 Participates in staff/departmental/grade level meetings and other meetings deemed necessary by the building administrator
 - 4.6 Demonstrates commitment to school by working toward continuous improvement; works productively with colleagues; shares responsibility

Comments:

- 5. COMMUNICATION WITH PARENTS.** Demonstrates in his/her performance and commitment to work effectively with each student's parent(s).
- 5.1 Communicates effectively and positively with parents, students and staff
 - 5.2 Addresses parental concerns in a professionally appropriate manner
 - 5.3 Fosters the cooperative involvement and support of parents in the educational process

Comments:

General Comments:

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this observation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT
OBSERVATION FORM
COUNSELORS

(counselors, student advocates, substance abuse/crisis intervention counselors)

Name: _____ Assignment: _____

Date and Time of Observation: _____ Date Pre-Observation Conference: _____

Date Post-Observation Conference: _____

1. KNOWLEDGE AND PREPARATION IN THE FIELD

- 1.1 Attends classes/conferences/workshops and does reading/study to maintain appropriate academic background in subject area.
- 1.2 Develops a schedule of counseling activities to provide a sound guidance program for all students seeking help with personal, vocational and educational programs
- 1.3 Maintains confidential records, as necessary reflecting ongoing counseling/guidance programs with individual or groups of students, parents, staff and other significant community agencies
- 1.4 Incorporates information from testing, observation, parents, teachers, significant others in development programs or plans of action for individual students

Comments:

2. SPECIALIZED SKILLS

- 2.1 Helps students explore alternatives available for possible solution of problems and help students, through individual or group counseling sessions, to explore their problems and to foresee possible consequences of their choices
- 2.2 Provides individual and group conferences using test results, progress reports and other appropriate data to help students evaluate their social and academic performance
- 2.3 Assesses student level of achievement to provide realistic career and education choices/counsel for students

Comments:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- 3.1 Establishes rapport and ongoing relationships with a wide variety of students
- 3.2 Communicates effectively when interacting with students, individually or in groups
- 3.3 Provides for small group discussions to encourage understanding between students when appropriate
- 3.4 Encourages students to utilize counseling services and facilities
- 3.5 Provides each student with the assurance of confidentiality within the counseling relationship; informs the student if this protecting is not possible or legal.

Comments:

4. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATION PERSONNEL

- 4.1 Works with teachers regarding classroom activities and techniques which are conducive to maintaining positive class management
- 4.2 Helps teachers to better understand the physical, social and psychological needs of the students
- 4.3 Attends student conferences and makes recommendations relative to individual students' learning needs and/or graduation requirements
- 4.4 Assists the school staff in determining the appropriate placement of student in the educational program
- 4.5 Consults with teachers, parents and staff in community agencies to acquire information which will be helpful in planning for individual needs of students
- 4.6 Provides assistance in establishing clear two-way communication between students, teachers and parents
- 4.7 Interprets tests to teachers, parents and/or students when necessary and encourages the student regarding effort and achievement

Comments:

5. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- 5.1 Participates in in-service and career development activities sponsored by the District, Educational Service District and professional organizations which are appropriate to specialized field
- 5.2 Pursues continuing education and training initiated and selected by the individual or as mutually agreed with the supervisor
- 5.3 Follows through and responds to recommendations included in periodic and annual personnel evaluations

Comments:

6. COMMUNICATION

- 6.1 Communicates effectively and positively with parents, students and staff
- 6.2 Reports regularly to parents regarding student course of study and progress toward grade level benchmarks as per district and building procedures
- 6.3 Addresses parental concerns in a professionally appropriate manner
- 6.4 Fosters the cooperative involvement and support of parents in the educational process

Comments:

General Comments:

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this observation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

**NORTH FRANKLIN SCHOOL DISTRICT
OBSERVATION FORM
INSTRUCTIONAL COACHES (GLAD)**

Name: _____ Assignment: _____

Date and Time of Observation: _____ Date Pre-Observation Conference: _____

Date Post-Observation Conference: _____

1. KNOWLEDGE AND PREPARATION IN THE FIELD

- 1.1 Attends classes/conferences/workshops and does reading/study to maintain appropriate academic background in the subject area.
- 1.2 Develops a schedule of activities that provides a sound GLAD program for all staff
- 1.3 Incorporates information from classes, conferences, workshops, observations, teachers in the development of programs, training and feedback

Comments:

2. INSTRUCTIONAL/TRAINING

- 2.1 Model GLAD strategies
- 2.2 Assist in providing instructional support and planning to all staff
- 2.3 Provides feedback for improvement
- 2.4 Assist staff with instructional materials and curriculum
- 2.5 Uses state standards, ELD standards in planning and developing a variety of instructional experiences and strategies to meet the needs of staff

Comments:

3. EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- 3.1 Shows professional growth as a result of participation in professional activities
- 3.2 Responds positively to recommendations included in periodic and annual personnel evaluations
- 3.3 Uses self-assessment to identify strengths, needs, and limitations
- 3.4 Takes appropriate action to facilitate growth, including participation in professional growth activities
- 3.5 Uses classroom student achievement data to guide improvements

Comments:

4. PROFESSIONAL CHARACTERISTICS

- 4.1 Exhibits flexibility, self-control, mature behavior, and good judgement
- 4.2 Maintains an appearance that does not detract from the educational process or the education profession
- 4.3 Selects appropriate methods for resolving concerns, problems, and/or conflicts
- 4.4 Participates in staff/departmental/grade level meetings and other meetings deemed necessary by the building administrator
- 4.5 Demonstrates commitment to school by working toward continuous improvement; works productively with colleagues; shares responsibility
- 4.6 Actively and collaboratively participates with building principals and staff
- 4.7 Communicates effectively and positively with students, staff and administration
- 4.8 Develop and maintain a schedule

Comments:

General Comments:

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this observation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

NORTH FRANKLIN SCHOOL DISTRICT

OBSERVATION FORM

SPECIAL EDUCATION SPECIALISTS

(psychologists, speech language pathologists, physical therapists, occupational therapists)

Name: _____ Assignment: _____

Date and Time of Observation: _____ Date Pre-Observation Conference: _____

Date Post-Observation Conference: _____

1. KNOWLEDGE AND PREPARATION IN THE FIELD

- 1.1 Demonstrates understanding of the basic principles of human growth and development
- 1.2 Relates and applies knowledge, research findings, and theory to the special needs of students in grades Pre-12
- 1.3 Is able to relate/integrate the area of specialty into the Pre-12 education system
- 1.4 Evaluates and selects from available materials to meet varied student needs and abilities
- 1.5 Utilizes assessment results in subsequent planning
- 1.6 Applies consistent progress monitoring standards, using benchmarks where appropriate
- 1.7 Implements an instructional plan:
 - Communicates target learning to students
 - Provides clear directions to students
 - Models expectations for students
 - Continuously checks for student understanding and modifies instruction accordingly
 - Uses appropriate guided and independent practice and homework
- 1.8 Motivates students to attend to daily lessons and actively engage in learning
- 1.9 Demonstrates effective integration of technology in order to enhance student learning

Comments:

2. SPECIALIZED SKILLS

- 2.1 Collects and utilizes student information
- 2.2 Selects appropriate evaluation instruments and/or procedures
- 2.3 Administers formal tests/screenings according to recognized standards
- 2.4 Performs non-instrument based assessments
- 2.5 Interprets evaluation/screening data
- 2.6 Integrates this data with findings of other professionals
- 2.7 Documents and disseminates evaluation information properly
- 2.8 Coordinates services with other school buildings, school personnel, and community agencies
- 2.9 Participates in conferences pertinent to needs of students
- 2.10 Takes part in the design of pre-referral intervention plans where appropriate
- 2.11 Maintains documentation of pre-referral intervention service

Comments:

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- 3.1 Establishes priorities and appropriate time lines for delivery of services
- 3.2 Manages time efficiently
- 3.3 Maintains required records
- 3.4 Participates in staff development programs and parent education programs
- 3.5 Develops, communicates and adheres to set therapy schedules

Comments:

4. THE SUPPORT PERSON AS A PROFESSIONAL

- 4.1 Demonstrates and utilizes contemporary, professional knowledge
- 4.2 Prepares for and attends meetings and conferences, doing so in a timely manner
- 4.3 Submits required reports and other documents on time
- 4.4 Maintains confidentiality where appropriate
- 4.5 Demonstrates a high level of professional and ethical conduct
- 4.6 Promotes awareness of the roles and functions of professional support services staff
- 4.7 Assists with formal/informal in-service education and serves as a resource to staff and community
- 4.8 Encourages the acceptance of students with special needs
- 4.9 Takes part in the individualization and modification of student program studies
- 4.10 Supplies information to staff and local citizenry as to available community resources
- 4.11 Abides by district and building/department policies and procedures
- 4.12 Uses self-assessment to identify strengths, needs and limitations and responds positively to recommendations
- 4.13 Periodically reviews and reflects upon student achievement data in collaboration with the supervisor and plans for self-improvement

Comments:

5. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

- 5.1 Assists department in implementing annual goals and objectives
- 5.2 Provides direct professional service to students
- 5.3 Provides consultation services to other staff personnel
- 5.4 Promotes effective interpersonal relations
- 5.5 Communicates competently in oral and written expression
- 5.6 Encourages effective inter-disciplinary relationships
- 5.7 Acts as a liaison to inside/outside agencies and services
- 5.8 Selects appropriate methods for resolving concerns, problems and/or conflicts
- 5.9 Addresses parental concerns in a professionally appropriate manner
- 5.10 Conducts and/or participates in IEP and departmental meetings
- 5.11 Communicates effectively and positively with parents, students and staff

Comments:

General Comments:

Date

Evaluator's Signature

Date

Teacher's Signature

NOTE: The signature of the staff does not imply agreement with the results of this observation and only acknowledge having seen the report. The staff shall have the exclusive right to attach his/her own comments, which shall become a part of this report.

GRIEVANCE REVIEW REQUEST

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

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Step I, II and III. The form must be addressed and delivered to the appropriate administrative supervisor at Step I, and to the Superintendent at Step II and III.

TO: _____

Grievant's name: _____

Address: _____

Home Phone: _____ Position (or title): _____

School: _____ Department: _____

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

Step I: _____

Step II: _____

2. Board policy(s), rule(s), practice allegedly violated, or Article and Section of the Collective Bargaining Contract allegedly violated:

3. The nature of my grievance is:

4. The relief I am seeking is:

Signature

Date