

Procedural Foundation

Ellensburg
Education Association

and

Ellensburg
School District

2015-2019

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**Trust Agreement
Between the
Ellensburg School District No. 401
and the
Ellensburg Education Association**

PREAMBLE

This Trust Agreement describes the principles upon which the Ellensburg School District No. 401 and the Ellensburg Education Association base our relationship, our mutual interests, and joint commitment to achieve mutual interests. By creating this agreement we hereby commit to continuing a collaborative relationship that aspires to last beyond the tenure of those currently in leadership positions in our respective organizations. Our agreement is intentionally general and brief because we believe that the existing relationship is based on significant trust and respect and that detailed language, which can result in lack of flexibility for buildings and staff, is unnecessary.

PRINCIPLES OF THE RELATIONSHIP

This agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the responsibilities and success of their efforts. We also recognize EEA members are education professionals, should be treated as such, and should be expected to act accordingly.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, parents, staff, and community. We will enjoy a relationship that promotes success for our students, our schools, and our community. Together, we will continually strive to improve student learning and the working environment by:

- creating an atmosphere of mutual trust, respect, and open communication;
- nurturing a culture of collaboration;
- recognizing individual talents and strengths;
- recognizing and respecting diversity;
- encouraging innovation and risk-taking with a focus on improvement;
- learning from failure;
- building upon and celebrating our successes;
- providing opportunities for individual growth;
- openly sharing information, knowledge, and experience; and
- providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

MUTUAL INTERESTS

The Association and District are committed to achieving the following mutual interests:

Improving Student Learning – We acknowledge the importance of maximizing the personal, creative, and academic potential of each person in the school system. We commit to operating in ways that help realize this mission for all learners.

Accountability for Quality and Performance – We commit to improve existing structures to increase the accountability of all those involved in the school system. Teachers, school board, administrators, students, and parents share accountability for student performance.

Resources – Understanding we rely on the community for much of our resources, we have a joint responsibility to use these resources effectively, maintain a balanced budget, and ensure the success of the District in helping all members of the school system reach his/her potential.

Professional Development – We commit to a district staff development to improve student achievement. We agree to jointly create effective structures for training teachers and support staff and a compensation system that supports their professional development.

Shared Decision Making – The District and Association are committed to developing and maintaining a process of decision-making that decentralizes the process and empowers staff to make decisions and judgments about programs and resources at the point at which services are delivered.

Parent and Community Involvement – We jointly commit to continue efforts to involve parents and community members in our schools. This commitment is based on the belief that parent and community support is key to maintaining an effective public education system; an effective public education system is essential in a democratic society. The Association and District welcome parents and community members in our schools.

RELATIONSHIP OF THE TRUST AGREEMENT AND THE COLLECTIVE BARGAINING AGREEMENT

The Trust Agreement may be modified by our mutual agreement. The Trust Agreement is one part of the Collective Bargaining Agreement between the District and the Association. This Trust Agreement expands the traditional collective bargaining relationship between the District and the Association. In this environment, the traditional collective bargaining agreement is evolving into a less formal document that can be updated as issues are jointly and continuously addressed.

The Association and District acknowledge that detailed contract language cannot always apply to unanticipated situations. When such situations occur, the District and Association agree to mutually work towards a solution that reflects the values and goals expressed in this trust agreement. We also agree to develop a system of continuous review that enables us to maintain the goals and values addressed in this trust agreement. The Association and District also believe in the importance of communicating the spirit of this agreement to all members of our school community whenever possible.

P R E A M B L E

Pursuant to the Act, the District, by and through its Board, and the Association, having reached certain agreements, wish to memorialize those agreements in this document.

ARTICLE I – A D M I N I S T R A T I O N

SECTION 1. DEFINITIONS

1. District/Board shall mean the Ellensburg School District No. 401, County of Kittitas, State of Washington.
2. Association shall mean the Ellensburg Education Association, which is affiliated with the National Education Association and with the Washington Education Association
3. Parties shall mean the District and the Association as co-signers of the Agreement.
4. Agreement shall mean the PROCEDURAL FOUNDATION AGREEMENT signed by the parties.
5. Employee shall mean a member of the bargaining unit.
6. Day shall mean employee workday except during summer when it shall mean District Office work day.
7. Superintendent shall mean the chief administrator of the District.
8. President shall mean the presiding officer of the Association.
9. Contract shall mean the individual signed regular contract issued to each employee.
10. Act shall mean RCW 41.59, the Educational Employment Relations Act.
11. PERC shall mean Public Employment Relations Commission.
12. OSPI shall mean Office of the Superintendent of Public Instruction.

SECTION 2. RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated employees who hold valid contracts with the District and substitutes working at least twenty (20) consecutive days in same position, except for: the superintendent, assistant superintendent, administrative assistant(s), director of special services, principals, vice principals, athletic director, vocational director, and any other administrators while acting in their capacity as administrators. The above-defined bargaining unit is subject to the terms of this Agreement. All disputes concerning compliance with this shall be submitted to the Public Employment Relations Commission.
- B. Long Term Substitute. A long term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit. When a substitute is hired with the expectation of a long term assignment, that substitute is eligible for per diem rate retroactively upon the twenty-first (21st) consecutive day of employment. Long term substitutes shall not be covered by any of the terms and provisions of this Agreement, except sick leave, insurance, and the salary placement schedule. These benefits shall commence upon the twenty-first (21st) consecutive day of employment.
- C. Casual Substitute. A casual substitute is a person who is employed as a substitute for thirty (30) non-consecutive days beginning or ending within the current school year. Upon completion of thirty (30) non-consecutive days, the person shall be considered a thirty (30) day substitute and an employee within the bargaining unit. Thirty (30) day substitutes shall not be covered by any of the terms and provisions of this Agreement except that the employee shall receive an increase of five dollars (\$5.00) more per day than the prevailing substitute wage beginning and ending within the current school year.

SECTION 3. STATUS OF THE AGREEMENT

The language of this Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District or Association which shall be contrary to or inconsistent with its terms.

SECTION 4. CONFORMITY TO LAW

If any provision, or the application of any provision, of this Agreement is held to be invalid by operation of law, such provision shall become inoperative; but the remainder of the Agreement shall continue in full force and effect for the duration of the Agreement. In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be renegotiated. Bargaining shall commence within a reasonable amount of time after receipt of the written decision.

SECTION 5. DISTRIBUTION OF THE AGREEMENT

- A. Within a reasonable time following the ratification and signing of this Agreement by the parties, the District shall print copies of this Agreement for each employee. The Association will sign and accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each current employee. All parties shall be provided a copy of the current Agreement by the District upon his/her employment or beginning of service. Fifty (50) additional copies shall be provided to each party.

- B. The cost of printing shall be shared equally by the parties. Copies in addition to the above shall be ordered and paid for by the parties as needed. The quantity and format of the contract shall be determined by mutual agreement.

ARTICLE II – B U S I N E S S

SECTION 1. MANAGEMENT RIGHTS

- A. The Board of Directors has the exclusive right and responsibility to manage and transact all the business of the district except as otherwise provided in this Agreement.
- B. The exercise of management rights, except as otherwise provided in this Agreement, is not subject to the grievance procedure.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business at reasonable times when such buildings are not otherwise being used in compliance with District policies governing use by school organizations.

The Association shall have the right to use District facilities and equipment, at reasonable times when such equipment is not otherwise in use. The Association agrees to pay for damage which it causes to equipment and facilities.

- B. The Association shall have the right to post notices of activities and matters of Association concern in each faculty lounge of each building in the District provided the materials are dated and signed by a representative of the Association.

The Association shall have the right to use employee mailboxes and e-mail for communication purposes provided the materials are dated and signed by a representative of the Association.

- C. Upon request the District shall provide the Association with information as required under statute.
- D. Duly authorized representatives of the local Association shall be permitted to transact official Association business on school property at all reasonable times provided that it does not interrupt normal school operations or instructional duties. It is the responsibility of the above-mentioned Association representative to report to the main office during regular school hours prior to contacting members in other buildings.
- E. School District Budget and Financial Reporting: The District shall provide the president with a copy of the District's annual budget within five (5) working days of its completion.
- F. The District shall notify the Association in writing within five working days of any disciplinary action taken against any employee covered under this agreement.
- G. The District shall update the President of the Association with the name, address, and assignment of Association members annually and as changes occur.

SECTION 3. ASSOCIATION LEAVE

- A. Forty (40) days of Association Leave shall be provided for Association business. These forty (40) days shall be provided for all employees and shall not be interpreted to mean that forty (40) days leave may apply to each Association officer or employee. No more than 25 days shall be taken by any one individual.
- B. Requests for leave shall be submitted in writing on the Special Request Form by the Association member to the building principal one (1) day before the leave is to take effect. The reason for the leave is to be clearly stated.
- C. The building principal shall acknowledge receipt of the request to the Association member and the President. The district shall be responsible for securing a substitute and the cost shall be paid by the Association.

SECTION 4. AGREEMENT ADMINISTRATION/INTERPRETATION

The Association President or designee shall meet with the Superintendent or designee once a month during the school year at a mutually-agreeable time to review problems and practices concerned with the administration of the Agreement, unless the Association President and the Superintendent mutually agree that a meeting is not required for the current month. Such meetings shall be held during non-instructional time and no additional compensation shall be paid Association members to attend such meetings.

SECTION 5. REPRESENTATION FEE

- A. (Reference RCW 41.59.100) No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association through an automatic payroll deduction.
- B. Substitutes are excluded from this provision. The amount of the representation fee will be equal to the unified membership dues of the Ellensburg Education Association. 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.
- C. The Association must safeguard the right of non-association employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and fees. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, PERC shall determine the charitable organization.
- D. This provision shall apply to all employees hired into the District after the 1997-98 school year, as well as all other employees except those not currently members of the Association.

ARTICLE III – EMPLOYEE RIGHTS

SECTION 1. NON-DISCRIMINATION

- A. There shall be no unlawful discrimination against any employee by reason of race, creed, color, marital status, sex, sexual orientation, age, national origin, domicile, the presence of any real or perceived sensory, mental, or physical handicap(s), or because of their membership or non-membership in employee organization. Parties will cooperate to assure compliance with non-discriminatory laws.
- B. Employees shall be entitled to full rights of citizenship. Neither participation or non-participation in extra-curricular activities, nor any participation or non-participation in any legal religious, political, or personal activities outside of the classroom shall be grounds for any discipline or discrimination with respect to the employment of such employee. Teachers will not promote illegal activities, nor violate the Washington State Professional Code of Conduct for Education Practitioners.

SECTION 2. EMPLOYEE CONTRACTS

- A. Any contract between the District and employee shall be subject to the terms and conditions of this Agreement. If a contract contains any language inconsistent with this Agreement, this Agreement, shall be controlling.
- C. Employees on supplemental contracts shall be notified prior to May 15 or two (2) weeks after the last day of the supplemental contract, whichever is later, if their supplemental contract will not be renewed. The reasons shall be stated in writing and shall not be arbitrary or capricious.
- D. No supplemental contract shall exceed the duration of one (1) year. No employee shall have tenure for any supplemental assignment.
- E. Upon request, an employee shall receive written notice of reasons for the non-renewal of the supplemental contract.
- F. Supplemental assignments shall be subject to annual review.

SECTION 3. DUE PROCESS

- A. Formal disciplinary action shall mean any administratively-scheduled meeting which includes progressive disciplinary action toward an employee. The employee shall be allowed to have present an Association representative of his/her choosing during any formal disciplinary action. No employee shall be disciplined without just and sufficient cause. Such discipline shall be made in private.
- B. The District and its designated administrators agree to follow a policy of progressive discipline. Such a policy of progressive discipline may include, but is not required to include, a verbal warning, a written reprimand, suspension with pay, suspension without pay, and discharge. The District will notify the Association within five days in writing of any disciplinary action taken against any employee.
- C. WAC 90-02-073 creates requirements for filing complaints with OSPI. The District shall adhere to those requirements and shall inform the affected employee and Association.

SECTION 4. EMPLOYEE PROTECTION

- A. The Board agrees to maintain insurance that will cover employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection must include liability insurance covering injury to person and property, and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.
- B. An employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the building principal and Superintendent. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.
- C. When absence or disability arises out of or from assault sustained in the course of employment, employees shall suffer no loss in wages or other benefits less the amount of worker's compensation awarded.
- D. The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse that employee while he/she is performing duties for the District. Such support shall include assisting the employee with filing a legal complaint or contacting the city or county prosecutor for purposes of processing the case. Employees using the services of private attorneys will pay the costs of using such services.
- E. In accordance with Section 1 of RCW 28A.320, the District must develop a policy by which an employee is notified if he/she has been threatened with physical harm.

SECTION 5. PERSONNEL FILE

- A. Description of types and location of personnel files shall only include:
 - 1. Master file located in the administration building.
 - 2. Working file located at the employee work site, which may be kept for only one year.
- B. Employees shall have the right to review by prior appointment all materials in their Master/working files. Anyone, at the employee's request, may be present at this review.
- C. Employees shall have the opportunity to review all materials originating from within the District before they are made a permanent part of their master files. An employee shall have the right to answer and/or refute in writing any materials which may be judged by such employee to be derogatory to his/her conduct, service, character, or personality. The written response shall be made part of the employee's master file.
- D. Each administrator shall be allowed to maintain an annual (September-August) working file on each employee he/she supervises.
- E. Any derogatory material not shown to the employee within the fifteen (15) days after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. All information forming the basis for any reprimand, warning, discipline, or adverse affect shall be limited to matters and events occurring during the previous calendar (12 months) year. Such material shall be expunged from the file at the end of thirty-six (36) months after the date of occurrence.
- F. No material shall be removed from the Master file except as agreed to by the employee and the Superintendent as mandated by this Agreement.

- G. Upon request, the employee and Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the employee's Master file.

SECTION 6. DRUG-FREE SCHOOLS, COMMUNITY, AND WORKPLACE

- A. The Ellensburg School District is committed to providing its students and employees with an alcohol and drug free workplace. It is our goal to protect the health and safety of students and employees and promote an efficient and productive work environment. Consistent with these goals, and in order to be in compliance with the Drug-Free Workplace Act of 1988*, any activity involving the use, possession, distribution, or sale of alcohol, unauthorized prescription drugs, controlled substances, or drug paraphernalia on District property or during any school-sponsored event is prohibited. Employees who are found to be in violation of this policy shall be subject to corrective and disciplinary action which may include termination and referral for prosecution. Compliance with this policy is mandatory.
- B. Policy Requirements:
1. Employees shall not in the workplace, consume, use, distribute, or sell alcohol or controlled substances or prescription drugs other than those authorized by a physician.
 2. Employees shall not report to work under the influence of alcohol, controlled substances, or prescription drugs other than those authorized by a physician.
- C. Definition of "workplace": "Workplace" is defined to mean the site for the performance of work done in connection with delivering educational services. That includes school premises or property; any school-owned vehicle or other school-approved vehicle used to transport students to and from school or school activities; off-school property used during any school-sponsored or school-approved activity, such as a field trip or athletic event where students are under the jurisdiction of the School District.
- D. Convictions/Violations:
1. As a condition of employment, each employee shall abide by the terms of the District policy respecting the drug-free workplace.
 2. As a further condition of employment, each employee shall notify his/her supervisor of his/her conviction under any criminal drug statute for a violation occurring in the workplace as defined in this policy. Such notification shall be provided no later than five days after such conviction. "Conviction" includes conviction and guilty plea.
 3. An employee who violates the terms of this policy may be suspended, discharged, non-renewed or otherwise sanctioned in accordance with provisions of District policy and the employees' Procedural Foundation Agreement.
 4. Employees will be provided annually with a written statement that the manufacture, distribution, dispensing, possession or use without a valid prescription of any alcoholic beverage or controlled substance in the workplace is prohibited and that specific sanctions apply for violations.
 5. As a condition for eligibility for reinstatement or continued employment, an employee may be required to undergo a drug/alcohol assessment/diagnosis. The assessment will be paid for by the District. If the assessment indicates a drug/alcohol dependency, the District may then

require that the employee satisfactorily complete a mutually-acceptable drug/alcohol rehabilitation or treatment program at the employee's expense. Upon satisfactory completion of treatment, as determined by the assessing agency, an employee will be returned to active status without reduction of pay or seniority. An employee may return to work during treatment at the recommendation of the assessing agency and with the approval of the Superintendent. Admission into a treatment program, however, shall not serve to insulate an employee from corrective action for performance-related problems in accordance with provisions of District policy and the Procedural Foundation Agreement.

E. Employee Assistance

1. Dependence on alcohol or drugs is considered a treatable illness. Employees who seek assistance from the School District in dealing with problems associated with alcohol, controlled substances, or prescription drugs shall be referred to a mutually-approved organization for assessment of dependency and determination of the employee's need for a rehabilitation treatment program. A request for assistance in dealing with a drug or alcohol-related problem shall not constitute grounds for disciplinary action. Admission into a treatment program, however, shall not serve to insulate an employee from corrective/disciplinary action for performance-related problems.
2. Any employee seeking medical attention for alcoholism or drug addiction will be entitled to benefits provided by the bargained medical insurance plan, and sick leave, or if sick leave is depleted, leave of absence without pay, to complete the treatment program.
3. Employees seeking treatment for alcohol or drugs can be assured that the treatment will be kept strictly confidential. No written record shall be kept by the School District regarding assessment, diagnosis, or treatment that is provided by an employee; however, the School District may require that an employee provide confirmation that he/she has participated satisfactorily in an assessment, diagnosis, or treatment program.

*NOTE: The Drug-Free Workplace Act of 1988 requires federal contractors and grantees to achieve and maintain a "drug-free workplace." The Act became effective on March 18, 1989. It applies to grants of any amount, including block grants, formula grants, entitlement programs and cooperative agreements. The Drug-Free Workplace Act does not require an employer to conduct drug screening or testing. Specifically, the Act requires the covered contractor or grantee to certify that it is providing a drug-free workplace by:

1. Notifying employees that illegal drug use is prohibited in the workplace;
 2. Establishing drug awareness programs to educate employees about the dangers of drug abuse, and opportunities for treatment;
 3. Requiring employees to report any criminal drug conviction for a workplace violation to the employer;
 4. Notifying the granting agency of any such criminal convictions;
 5. Imposing sanctions on or requiring treatment of any such convicted employee; and
 6. Continuing to make a good faith effort to maintain a drug-free workplace.
- F. The consequences of failing to comply with the Act are suspension of payments under the grant, to ineligibility to receive federal grants for up to five years.

SECTION 7. CLASSROOM VISITATION

- A. To provide citizens of the District the opportunity to visit classrooms with the least interruption of the teaching process, the following guidelines are set forth:
1. Parents who have a student assigned to a given classroom are welcome to observe at any time that is convenient to the parent and teacher. Parents are encouraged to arrange through the principal and the teacher a time which is suitable. The principal should be notified if the teacher feels there may be a concern.
 2. If a dispute arises regarding limitations upon or withholding of approval for visits:
 - a. The visitor shall first discuss the matter with the building principal;
 - b. If it is not satisfactorily resolved, the visitor may request a meeting with the District Superintendent. The latter shall promptly meet with the visitor, investigate the dispute, and render a written decision; if dissatisfied with the decision, the visitor shall follow the appeal process as set forth by the Board of Directors.

SECTION 8. TRANSFER

A. Definitions

1. Voluntary Transfer
 - a. A request initiated by the employee for a change of teaching assignment in district.
2. Involuntary Transfer
 - a. An administratively initiated change in teaching assignment in district specified in two areas:
 - i. K-5 assignment change of building, grade level, or classroom
 - ii. 6-12 assignment change of building or subject area major/minor or current assignment, or classroom

B. Voluntary Transfer

1. Posting requirements
 - a. All vacancies during the school year will be posted in all buildings and on the District website with the exception of those falling under Section 8, B, 2c. During the summer months information will be only posted on the District website.
 - b. Principals at each building shall notify building staff of such vacancies.
 - c. Employees seeking transfers may request email or mail notification from the Personnel Manager. The Personnel Manager shall maintain a list of employees seeking transfers and will notify those individuals as soon as positions become open. Requests for notification must be made annually for that school year and subsequent summer. Notification lists will be discarded on the first day of school.
2. Application/Interview Requirements
 - a. Current employees will have five (5) days in which to apply for the position. Application by current employees does not assure employment in that position; the District reserves the right to hire in the best interests of the District.
 - b. Employees seeking a transfer to a position within or outside their building shall compose and deliver a simple letter to the principal and the Personnel office indicating his/her desire to apply for that position.
 - c. Before a position is open to in-district candidates, and if there is a qualified applicant within the building, the principal may transfer the employee to the requested position provided that the principal believes that granting the request is in the best interest of the building, the district, and the employee.

- d. Principals may elect to forego an interview process for employees requesting a change of assignment within that building provided that there are no other qualified in-district applicants for that position, and provided that the principal believes that granting the request is in the best interest of the building, the district, and the employee.
- e. In the event that more than one transfer is requested to an open position from within or outside the building, the principal or his/her designee shall conduct an interview process following district policy and procedures to select the best candidate for that position.
- f. In the event that a principal does not believe that granting a transfer request to an applicant is in the best interest of the building, the district, and the employee, said principal shall provide written notification of acceptance or stated reasons for denial of voluntary transfers.
- g. Application by current employees does not assure employment in that position; the District reserves the right to hire in the best interest of the District.

C. Involuntary Transfer

- 1. The affected employee who is required to transfer during the school year may request the assistance of the Maintenance, Transportation and Custodial staff/departments to help move the transferee's instructional materials within a reasonable amount of time.
- 2. In all cases of involuntary transfer, the principal, after consulting with the employee, shall determine what additional time, training, and/or materials may be needed to compensate the employee.
- 3. Return to Previous Position: Any employee who has been involuntarily transferred shall have the option to return to previous position according to the following provisions:
 - a. Previous position and the time limit will be mutually defined and agreed upon in writing by the employee and District;
 - b. Time limit will be a maximum of seven years;
 - c. Refusal to return to previous position when opening occurs terminates the employee's right to return to previous position.

D. The District shall provide one (1) day per diem pay to each employee involuntarily transferred to another classroom within their building and two (2) days per diem pay to each employee involuntarily transferred to another building.

ARTICLE IV – E V A L U A T I O N / P R O B A T I O N

The **ELLENSBURG** School District and the **ELLENSBURG** Education Association will work collaboratively on the Teacher Evaluation System as outlined under ESSB 6696 and ESSB 5895 during the 2015-19 school years. Both parties agree to the following:

SECTION 1. GENERAL

- A. The primary goal of the evaluation process is to improve the quality of instruction. It is a collaborative process, not punitive, with peers and administrators providing honest and useful feedback that both acknowledges strengths and offers suggestions for improvement. Employees shall be evaluated during each year in accordance with procedures and criteria hereinafter set forth.

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

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

- B. The purposes of evaluations of certificated classroom teachers and certificated support personnel shall be, at a minimum:

- (1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.
- (2) To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.
- (3) To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.

- C. Evaluation procedure shall be subject to grievance but the evaluator's judgment or the substance of the evaluations shall not be subject to arbitration.

- D. All assigned evaluators shall have received the mandatory state training in the evaluation processes they will be assigned to conduct. The district will make a reasonable effort to ensure members will be evaluated by an in-building, district administrator. An employee may request an alternative evaluator. This request will be to the superintendent and shall be a written request. The request should include the reasons for an alternative evaluator. It is at the superintendent's discretion to allow or not allow the request.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

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

A. Classroom Teacher Evaluation Process

1. This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include Educational Staff Associates (e.g. speech Language pathologists, psychologists), counselors, teachers on special assignment (TOSAs), instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement.

B. Non-Classroom Teacher Evaluation Process (Section Article IV, Section 4):

1. Educational Staff Associates (e.g. speech language pathologists, psychologists), counselors, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of “classroom teacher.” The evaluation process for non- classroom teachers may be found in Article IV of the CBA.

SECTION 3. EVALUATION TRAINING

- A. Prior to being evaluated using the Danielson Framework for Teaching, each teacher shall be offered professional development to comprehend the framework and understand the evaluation process. A minimum of six (6) hours of professional development shall be offered to each teachers. At least one initial training opportunity will be provided during scheduled workdays and a substitute will be provided. On-going, professional development, jointly developed between the Ellensburg School District and the Ellensburg Education Association, will be available annually. Funding provided by the state specific to the purpose of professional development for evaluation shall be used for training teachers. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

Each employee, by September 20, or within fifteen (15) days of employment, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher’s position and track in the evaluation cycle.

SECTION 4: DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

1. **Criterion (a)** shall mean one or any of the eight (8) state defined categories to be scored.
2. **Component** shall mean the sub-section of each criterion in the Danielson Model Framework

3. **Evaluator** shall mean a certificated administrator who has the state mandatory training in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
4. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
5. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the four-level rating system. Input from parents, students or any other source other than the evaluator shall not be used as evidence unless initiated by the teacher.
6. **Not Satisfactory** Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
7. **Student Growth Data** shall mean the change in student achievement between two points in time within the current school year.

B. State Evaluation Criteria:

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

C. Framework:

The parties have agreed to the adopted evidence-based instructional Framework referred to as The Danielson Model. The instructional framework is included in Appendix E-1.

1. If the adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.
2. Upon mutual agreement the parties may negotiate a different OSPI-approved instructional framework.

SECTION 5. EVALUATION PROCEDURE

- A.** Each employee shall participate in two conferences. The purpose of the initial conference is to establish the evaluation process, and to discuss the employee's self-assessment for that school year. Each employee will participate in a student growth goal conference in which the teacher will bring their student growth goal(s) for the school year that will be meaningful and relevant. If circumstances prevent scheduled conferences, mutually agreed upon times shall be re-scheduled or, as appropriate, electronic forms of communication may be employed.
- B.** All employees shall be evaluated using the Comprehensive Evaluation Process. However, principals and administrator designees can, with the employee's consent, use the focused evaluation for any employee for up to three (3) years who is Proficient or Distinguished on the comprehensive evaluation. Principals/Administrator Designees will make the final determination if the comprehensive evaluation is to be used. Employees shall be evaluated using the comprehensive process at least once every four (4) years.
- C.** Principals/Administrator Designees may make observations other than those specifically required at any time during the school year. Any observation(s) used in the evaluation process must be documented and a copy of anecdotal notes provided to the teacher within two (2) days of the observation.
- D.** No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to listen to or record the procedures in any class without written approval of the employee. Laptop computers or other word processing devices may be used for note taking by the evaluator. Evaluations may be stored electronically in a secure manner and on equipment controlled by the District provided that the electronic document corresponds exactly with the written format.

SECTION 6: EVALUATION RESULTS

- A.** Evaluation results shall be used:
 - 1. To acknowledge, recognize, and encourage excellence in professional performance.
 - 2. To document the level of performance by a teacher of his/her assigned duties.
 - 3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - 4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- B.** Evaluation results shall not be:
 - 1. Shared or published with any teacher identifying information.
 - 2. Shared or published without notification to the individual and Association.
 - 3. Used to determine any type of base or additional compensation.
 - 4. Used as a form of progressive discipline.

SECTION 7: STUDENT GROWTH DATA/SCORE

- A. Student Growth Data** shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Student growth data means relevant multiple measures that may be classroom-based, school-based, or school district-

based. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

B. Student Growth Score

1. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 1. 5-12—Low
 2. 13-17—Average
 3. 18-20—High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time within the same school year shall not be used to calculate a teacher's student growth criterion score unless it is otherwise mandated by the state.
3. The evaluator's determination of proficiency level ratings must be based on multiple measures that may include classroom-based, school-based, district-based, and (only if mandated by the state) state-based tools.
4. 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. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
5. If a teacher receives a preliminary summative evaluation rating, 4 – Distinguished, summative score and a Low student growth score, he or she must be automatically moved to the 3 – Proficient level for his or her summative score. If a teacher receives a "Low" Student Growth Criterion score on any of the five student growth components, it will trigger the student growth inquiry plan. 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, in collaboration with the teacher:
 - a. Examine student growth data in conjunction with other data
 - b. Examine extenuating circumstances.
 - c. Schedule monthly conferences focused on improving student growth.
 - d. Create and implement a professional development plan to address student growth areas.

SECTION 8: COMPREHENSIVE EVALUATION PROCESS

A. Comprehensive Evaluation will include evaluation of all eight (8) state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four (4) years. All employees will be observed at least two times during the year for a minimum total of 60 (sixty) minutes, of which one observation must be at least 30 (thirty) minutes in length. Provisional employees in their third year of teaching must be observed three times for a minimum total of 90 (ninety) minutes.

1. Pre-Observation Conference:

The pre-observation conference shall be held prior to the first observation. The purpose of the pre-observation conference is to discuss the lesson to be observed using the negotiated form (Appendix E-7), to establish a date for the observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. -The form (E-7) should be submitted electronically one day prior to the scheduled pre-observation conference.

2. Prearranged Observation:

- a. The first of at least two (2) observations for each employee shall be prearranged and conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes, except for third-year Provisional employees.
- b. The observation(s) will occur no later than seven (7) days after the pre-observation meeting.
- c. Observations will not take place on the day before or after winter or spring break, snow late start days, following the teacher absence unless otherwise agreed to by the employee.
- d. The evaluator will document all observations using the negotiated form (s) (Appendix E-4 or E-5) and provide copies of anecdotal notes to the employee within two (2) days of the observation, unless a later date is mutually agreed upon. Results reflecting the Danielson component codes will be given to the employee within eight (8) days following the observation date and at least two (2) days prior to the post observation conference delineated in 3 below.

3. Post-Observation Conference

- a. The post-observation conference between the evaluator and teacher will be held no later than ten (10) days after the observation date. The teacher should submit the Lesson Reflection (Form E-3) electronically one day prior to the post-observation conference.
- b. The purpose of the post-observation conference is to review the evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to or during, the post-observation conference, and will be considered by the evaluator in determining the final evaluation score.
- c. If there is an "unsatisfactory" or "basic" in any criteria, the evaluator will discuss and place in writing the teacher's areas of deficiency and suggestions for improvement

including such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. A second pre-observation conference and prearranged observation will be scheduled if the “unsatisfactory” or “basic” score is observable during instruction.

- d. The teacher may attach written comments to the observation report.

B. Final Summative Evaluation Conference

1. No later than May 30th, the evaluator and teacher shall meet to discuss the teacher’s final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence based on observation(s) over the course of the school year.
2. The teacher shall be provided the opportunity to submit additional appropriate and relevant evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. This evidence shall be submitted at least five (5) days prior to the final summative evaluation conference. The evidence provided by the teacher shall be considered by the evaluator, and if deemed appropriate and relevant, shall be incorporated on the Evidence Summary form (Appendix E-10).
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted, unless agreed upon differently by the evaluator and the teacher.
4. The teacher will sign two (2) copies of the Final Summative Evaluation Report (Appendix E-11). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well. If the teacher refuses to sign the final summative evaluation report the evaluator will make note that the teacher refuses to sign. Refusal by the teacher to sign does not invalidate the evaluation.

SECTION 9: FOCUSED EVALUATION

- A. The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.
- B. If a non-provisional teacher has scored at Proficient or higher the previous year, they may request to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation at the discretion of the evaluator for three (3) years before returning to the Comprehensive Evaluation.
- C. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by October 1st and is at the discretion of the evaluator.

- D. The criterion area to be evaluated shall be proposed by the teacher prior to or at the first pre-observation conference, and will be mutually agreed upon by the teacher and the evaluator.
- E. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- F. If the criterion selected for a focused evaluation has been determined to be non-observable through classroom instruction, a classroom based observation will not be required.
- G. Observations and conferences for the focused evaluation shall follow the process set forth in Section 5.
- H. The score received on the selected criterion is the score assigned as the final summative score.
- I. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

SECTION 10: SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. When a teacher is judged below Proficient, the following conditions and provisions shall be granted, at the employee's discretion, to the employee to support their professional development:
 1. The teacher may request an additional evaluator from the superintendent or current evaluator.
 2. The teacher may request a mentor from the superintendent or current evaluator.
 3. The teacher may choose to participate in a voluntary structured support plan.
 4. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140) as determined by the evaluator.
 5. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- B. In such cases that a teacher with more than three (3) years of experience receives a summative evaluation score below Proficient, the teacher must be observed before October 15 the following year. If the first observation in that following year results in ongoing and specific performance concerns, a structured support plan will be developed by the evaluator in cooperation with the teacher ten (10) days following the first post-observation conference.

SECTION 11: PROBATION

- A. A continuing contract teacher whose comprehensive summative evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

- B.** Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 8.
- C.** Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- D.** The Principal/Administrator Designee's report – in the event the principal or administrative designee determines that, based on the summative score, the overall performance of any employee is unsatisfactory or basic, the principal or administrative designee shall report the same to the Superintendent on or before January 10. The report shall include:
 - 1. The evaluation reports on which unsatisfactory or basic performance has been indicated.
 - 2. Identification of specific areas of deficiency.
 - 3. A specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiencies, including specific objectives to be attained.

SECTION 12. PROBATIONARY PERIOD

- A.** If the Superintendent concurs with the principal/administrator designee's report that the performance of the employee is unsatisfactory or basic, the Superintendent shall place the employee in a probationary status beginning on or before January 20 and ending no later than May 1. On or before January 20, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
 - 1. Specific areas of performance deficiencies.
 - 2. A suggested specific and reasonable program for improvement including specific objectives to be attained.
 - 3. A statement indicating the duration of the probationary period. The purpose of the probationary period is to give the employee the opportunity to demonstrate satisfactory improvement in his/her area or areas of deficiency.
- B.** Within five (5) school days after the delivery of probationary letter, the principal or administrative designee shall make every reasonable attempt to hold a personal conference with the probationary employee to discuss the performance deficiencies and the remedial measures to be taken.
- C.** During the probationary period, the principal or administrative designee shall meet with the probationary employee at least twice monthly during the school year except for months with less than three full weeks of school, to supervise and make written evaluation of the progress made by the probationary employee.
- D.** The evaluator may authorize one additional administrative employee to evaluate the probationary employee and to aid the employee in improving his/her areas of deficiency.

- E. The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the principal/administrative-designee in those areas specifically set forth in the notice of probation.
- F. If the probationary employee has not been previously removed from probation, the principal/administrative-designee shall submit a written report to the Superintendent not later than May 1. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent.
- G. If the employee has demonstrated an acceptable level of performance, the actual letter of probation and subsequent supportive evaluation documentation shall be returned to the employee and the final Evaluation Report shall be included in the employee's District Master File.

SECTION 13. ACTION OF THE SUPERINTENDENT

In any case, the Superintendent shall notify the employee in writing no later than May 15 of the status of his/her contract. Employees placed on probation may use the grievance procedure up to, but not including, arbitration. The judgment of the evaluator is not subject to arbitration

SECTION 14. PROVISIONAL EMPLOYEES

- A. Definition: A Provisional Employee shall mean any employee who is in the employee's first three (3) years of employment with the District, unless the employee has previously completed at least three (3) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee for the first year of employment in the District. This shall include any employee who returns to employment with the District after a separation of employment, or who returns to employment with the bargaining unit from other employment with the District.
- B. Each Provisional Employee shall be evaluated at least twice during the school year according to the following guidelines:
 - 1. Provisional employee shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.
 - 2. The total observation time for each provisional employee for the first year of employment shall be no less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.
 - 3. A first written evaluation of each provisional employee shall be prepared using form Appendix E-2 and submitted to the District personnel office by December 1 or within the first 90 calendar days of employment.

4. In the event the first written evaluation of a provisional employee is not satisfactory, the administrator shall prepare a written statement specifically stating the problem and a specific plan for improvement.
 5. A second written evaluation of each provisional employee shall be prepared and submitted to the District personnel office by May 1.
- C. Provisional employees are subject to non-renewal in accordance to RCW 28A.405.220, and shall not have recourse to the grievance/arbitration procedure of this Agreement and non-renewal of employment. When there is concern about progress of a provisional employee, the provisional employee shall meet with the evaluator and an Association representative no later than February 1 each year to review the expectations for their current position. At that time there will be developed a reasonable plan for improvement whereby the employee will be assisted in improving his/her performance to an acceptable level.

SECTION 16. PROFESSIONAL DEVELOPMENT

- A. During the term of this agreement, the District agrees to develop a Professional Development fund to which it contributes \$10,000 annually. This fund shall accumulate during the term of the agreement with any unused funds being dedicated to the following year's Professional Development fund availability.
- B. The association will form a committee consisting of at least three (3) members, including an association designee and an administrator, to review the requests for funds and determine which requests will be awarded. The association designee will inform any members not awarded funds and provide reasons why those funds were denied.
- C. In the event that there are more participant requests than funds available, the PGP board may wish to use the following criteria to narrow the pool of applicants:
 1. The relationship of goals to teacher effectiveness research; impact of goals beyond immediate situation.
 2. Participants are part of a unit or team effort.
 3. Relationship of goals to professional activities previously initiated by the teacher.
 4. Relationship between proposed goals and the building goal/focus.
 5. Extent of PGP could be subject to availability of funding.
- D. Should there be questions about the process, which arise during the distribution of funds, or if a teacher is concerned about the manner in which the funds were distributed, the Association President and the Superintendent shall meet to resolve these conflicts.

*There is no minimum number of Professional Development Fund participants.

ARTICLE V – EMPLOYEE REDUCTION

SECTION 1. EMPLOYEE REDUCTION

- A. In the event that it is necessary to reduce the number of employees due to insufficient funds, reduction shall be according to seniority.
- B. The District will post on its website the first draft of the seniority list no later than December 1. Employees will have until February 1 to notify the district of any necessary changes affecting their position on the seniority list. The District will post on its website the seniority list to all employees by March 1.
- B. The District will determine, as accurately as possible, the total number of employees known as of April 1 to be leaving the District for reasons of retirement, normal resignations, leaves, discharge, non-renewal, or other reasons. All reasonable efforts shall be made to fill the resulting vacancies with returning employees.
- C. Determination of the necessity for reducing the number of employees shall be made and notification given to the Association by May 1. The Association shall have until May 8 to recommend possible alternatives to reducing the number of employees.

SECTION 2. PROCEDURES

- A. Seniority.
Seniority shall be defined as the total years of experience credit granted by the district. The district shall publish a seniority/endorsement list annually.
- B. Certification.
Determination shall be made of an employee's possession of a valid Washington State Certificate for the position(s) to be filled. This certificate shall be a prerequisite for employee retention.
- C. Selection.
Selection to fill all bargaining unit positions shall be made from the seniority list in descending order from highest to lowest position; provided that where employee assignments require special certification such assignment shall be filled by the most senior employee with such special certification. Employee assignments requiring special certification shall be defined as:
 - 1. Special education teachers, psychologists, communication disorder specialist, occupational therapists, and other specialists within the District's special education programs.
 - 2. ESA Counselor where required for accreditation standard (9-12)
 - 3. ESA Librarian where required for accreditation standard (9-12)
- D. Length of Service.
When more than one person qualifies for a particular position under the criteria listed above, the employee who has the greatest length of experience credit in the State of Washington shall be given the position. Experience credit is defined as years of service and/or fractions of said years as recorded in the District office. If candidates for the position have equal experience credit in the State of Washington, total experience credit in the District shall be the deciding factor.

When more than one employee still qualifies for a particular position under the foregoing criteria, the position shall be given to the employee who has the greater number of college hours. Beyond that, the flip of the coin shall be used.

- E. Action by the District.
The provisions of this Article shall be implemented on or before May 15 of the school year prior to the school year in which the employee reductions may be necessary. The District shall take such action as may be required by statute to non-renew or adversely affect the contracts of affected employees.
- F. Retraining.
1. The District shall develop a reasonable and prudent retraining plan including financial assistance for employees reassigned to a substantially different position as a direct result of reduction in the number of employees.

2. Substantially different position is intended to mean reassignment outside the employee's major, minor, or experience background.

SECTION 3. EMPLOYMENT POOL

- A. All personnel who are not recommended for retention in accordance with these administrative procedures shall be non-renewed and placed in an employment pool for possible reemployment. Senior employment pool employees will be given the opportunity to fill open positions for which they are qualified under Section 2.
- B. When a vacancy occurs for which any employees in the employment pool qualifies, notification from the Board to such employee shall be by certified or registered mail, or personal contact by the Superintendent. Such employees shall have seven (7) calendar days from the receipt of the letter or from the date of personal contact to accept the position by certified or registered mail or by personal contact. It shall be the obligation of the employee in the employment pool to keep the Superintendent notified as to where he/she can be reached so that contacting the employee shall not take more than seven (7) calendar days. If the employee does not fulfill this obligation, the District is under no obligation to carry out the provisions of contacting them.
- C. Positions Available to RIF Pool
1. "Open Positions" that are new positions specifically created to mitigate the impact of the Reduction in Force (RIF), will be offered, by seniority ranking to the next "qualified" employee in the employment pool. Said employees shall be notified of the opportunity to accept an offer to fill an "open position" by either certified or registered mail, or personal contact by the Superintendent.

2. "Vacant Positions", including those created by a transfer (see Article III, Section 8), will be offered to current employees for a period of five days. Said employees shall be notified of the opportunity to apply for a "vacant position" by the District posting notice of the position opening on their website. If the vacant position is not filled by a current employee, it will be offered, by seniority ranking, to the next "qualified" employee in the employment pool, with notification of the opportunity to accept an offer to fill a "vacant position" by either certified or registered mail, or personal contact by the Superintendent.

- D. If any employee in the employment pool fails to accept a position for which he/she is eligible pursuant to this policy, such employee may be rotated to the bottom of the employment pool list. If any employee rejects three employment opportunities as a member of the employment pool, he/she will be removed from the employment pool. After two years the employee will be removed from the employment pool.

SECTION 4. RECALL BENEFITS

- A. Employees returning from the employment pool to accept an open or vacant position shall return to their previous contractual status.
- B. The district shall utilize employees in the employment pool as substitutes on a first priority basis.
- C. Employees in the employment pool shall be allowed to pay the premium to the district to maintain their group insurance benefits provided the carrier agrees.

ARTICLE VI – I N S T R U C T I O N

SECTION 1. PREPARATION TIME

- A. Full-time employees at the elementary level, including general education classroom teachers and special education teachers, (K-5) shall be provided with no less than 180 minutes of preparation time (90 minutes for half-time employees) within the student instructional week for at least 170 days. K-5 certificated employees shall not be assigned mid-morning recess duty. Elementary plan time shall be in blocks of time measuring at least 35 minutes. Recess minutes shall not be counted in the minimum plan time minutes. Teachers of music, physical education, and librarians shall be provided with relief and preparation time to the same extent as other elementary teachers in the district. It is recognized that librarians require adequate additional time for management.
- B. General education classrooms shall receive plan minutes according to schedules agreed to by the District and EEA. Approved schedules shall be voted on by written ballot, within each building, annually, by membership, and shall remain in effect for the entire school year.
- C. The ten (10) student days without plan time are intended to make allowances for holiday events and special programs. When preparation time is lost due to assemblies and special events, staff and principal will work to provide make-up time whenever possible without impeding upon specialists' minimum plan time. Planning days missed because of holidays will not be made up. When a PE, Music, or Library Specialist is absent from work, the District will provide a substitute if the absence interferes with student instructional time.
- D. Full-time employees in grades 6-12 shall be provided with a daily preparation period approximately equal to one instructional period within the student instructional day. Occasionally, it is recognized that planning time may be lost or reduced due to assemblies, testing, and other scheduling irregularities; however, the District will take every reasonable measure to ensure that planning time is provided.
- E. The District will work with the EEA to assure that the number of sections / classrooms assigned to each elementary building stay as equal as possible. The District also agrees to keep the number of students in each general education classroom, at the elementary level, as equal as possible within each grade level district wide.

SECTION 2. MENTORING PROGRAM

- D. All employees new to the District will participate in a mentor/orientation program mutually agreed upon by the District and the Association.

SECTION 3. ACADEMIC FREEDOM

- A. The District seeks to educate students in the best possible way, which fosters a recognition of individual freedom and social responsibilities, and to do so in an environment free from censorship and artificial restraints.
- B. Academic freedom shall be guaranteed and no arbitrary limitations shall be placed upon study, investigation, presentation, and interpretation of facts and ideas concerning man, human society, physical and biological world, and other branches of learning, when pursued in accordance with Board policy.
- C. The Board encourages and supports the employee's use of a flexible, positive, and creative approach to instruction.

- D. The challenge of any material(s) used in the instructional program shall follow the procedure as listed below:
 - 1. Any challenged material(s) adopted by the Board shall continue in use until a final decision has been made.
 - 2. All challenges to material(s) must be filed on the correct forms provided by the District.
 - 3. Employees shall have the right at all levels of the challenge to present the rationale for the use of instructional material(s).
 - 4. Challenges to instructional material(s) shall follow district policy and procedures.
- E. The determination of student grades shall be the responsibility of the employee. No grade may be changed except after consultation with the employee and only as a result of the student's demonstrated achievement of the employee's course objectives.

SECTION 4. STUDENT DISCIPLINE

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently. Such discipline shall be consistent with applicable federal and state laws.
- B. The Board, Superintendent, and building administrators shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state law or regulations.
- C. Short-term suspension of students from school or from a given class may be imposed only by the principal. The employee and the principal will cooperatively endeavor to achieve correction of student behavior through whatever avenues are reasonably available.
- D. An employee may exclude a student from one class session when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the employee will furnish the principal, as promptly as his/her employment obligations will allow, full particulars of the incidents.
- E. Before re-admittance to class there may be required a signed statement between the student, parent or guardian, principal and employee specifying the future behavior expectations of the student. In no event may an excluded student be returned to the instructional areas during the balance of the class or activity period without the consent of the employee.

ARTICLE VII – L E A V E S

SECTION 1. SICK LEAVES

- A. Every employee holding a regular full-time position shall accrue each school year a total of twelve (12) days with pay for illness, injury, emergency, family illness, maternity, and adoption. Unused leave under this provision shall accumulate. Every employee holding a regular part-time position shall accrue such leave with pay prorated in proportion to his/her basic work week. Sick leave buy out provision shall be in accordance with current law.
- B. Compensated leave may be applied to absence caused by illness, maternity, adoption, or injury to an employee. In any instance involving use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be in one-hour increments. After five consecutive days, the employee may be required to furnish to his/her immediate supervisor a certificate issued by a licensed physician or other satisfactory evidence of illness or injury.
 - 1. Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall notify their immediate supervisor at the earliest possible moment stating the reason therefore. For planned surgeries or anticipated disablements which necessitate illness or injury leave, the affected employee shall notify his/her immediate supervisor a reasonable time before the leave of the anticipated dates during which leave may be required.
 - 2. An employee returning from any illness, whether or not compensated leave benefits have been paid, may be required to submit a physician's certification of fitness for the duties of the position before returning to work.

SECTION 2. SICK LEAVE CASHOUT

The District will provide during the duration of this contract the Sick Leave Incentive Program as prescribed in state law.

SECTION 3. EMERGENCY LEAVE

Emergencies are defined as those situations which cannot be dealt with outside of working hours which are unplanned and which require the employee to absent him/herself from his/her duties. Emergencies are not defined as injury or sickness to the employee. The District may request the reasons for the leave be stated and may, if it deems appropriate, request verification of the emergency. Such leave shall be taken from sick leave.

SECTION 4. FAMILY ILLNESS LEAVE

- A. The District shall follow the guidelines set forth in the State and Federal Family Leave Acts.
- B. The District shall post notices provided by the U.S. Department of Labor and/or the State Department of Labor and Industries at designated areas to inform employees of their rights under the State Family Leave Act, (RCW 49.78), and the Federal Family Illness Law (PL103-3).

WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

- C. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The total premium for 2019 is 0.4%, shared by the employer (37%) and employee (63%). The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. All leave benefits will be paid according to FMLA and PFMLA law.

SECTION 5. PARENTAL LEAVE

- A. It is an unfair practice to discharge an employee or penalize her in terms and conditions of employment because she requires time away from work for child-bearing.
- B. It is an unfair practice for an employer to refuse to hire a woman because she is pregnant, unless the pregnant condition of the woman currently prevents her from performing the job. The burden shall be on the District to show that its decision not to hire a woman because of pregnancy was based on adequate facts concerning her individual ability to currently perform the job. It is an unfair practice to refuse to hire an applicant because he/she will be entitled to parental leave, or because he or she may become entitled to parental leave.
- C. An employee who substantially fulfills the notice requirements of this section shall be entitled to take a leave of absence for child-birth for a reasonable length of time and thereafter return to his/her job under the same uniform terms and conditions as any other employee consistent with District policy on temporary disability. He/She shall not be required to leave work at the expiration of any arbitrary time period during pregnancy but shall be allowed to work as long as he/she is capable of performing the duties of his/her job and as long as his/her physician concurs. To be entitled to parental leave under this section, an employee shall inform his/her employer in advance of his/her intention to take leave and the approximate time he/she expects to return to work, and within thirty (30) calendar days after childbirth shall inform the employer of the specific day when he/she will return to work. Such leave shall be taken from accumulated sick leave. An employee wishing to return to work prior to six weeks following childbirth must produce a certificate of health.
- D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child-birth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
- E. Written and unwritten employment policies and practices involving matters such as the availability of extension of leave time, the accrual of benefits and privileges, such as seniority, retirement, pension rights, and other service credits and benefits, and payments under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or child-birth on the same terms and conditions as they are applied to other temporary disabilities.
- F. If an employer provides maternity insurance coverage to wives of male employees, the same coverage must also be provided to female employees.
- G. The law against discrimination and these rules apply to married and unmarried women alike. An employer's maternity leave policy and benefits must apply equally to married and unmarried women.

SECTION 6. ADOPTION LEAVE

An employee who is adopting a child shall be granted up to seven (7) days leave with pay in order to complete the adoption process. Such leave shall be deducted from accumulated sick leave and may be used for court and legal procedures, home study and evaluation, and/or required home visitation by the adoption agency.

SECTION 7. BEREAVEMENT LEAVE

- A. Up to five (5) days leave with pay will be authorized by the District in the event of death of any member of the immediate family or member of the household. Immediate family includes mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, son, daughter, brother, sister, or any relative living in the same household. Other bereavement leave may be granted by the Superintendent. Bereavement leave shall not be deducted from accumulated sick leave.
- B. Bereavement leave of one (1) day for in-town and two (2) days for out-of-town services will be granted for all other bereavements.

SECTION 8. PERSONAL LEAVE

- A. Employees shall be granted two (2) days per year of personal leave. The intent of this leave is to enable the employee to meet legal, personal, financial, or family obligations resulting from conditions and/or occurring at a time impossible for the employee to control. In the beginning year of this Agreement, employees will be allowed to use 3 days of personal leave. In the event that an employee uses these days prior to the end of the 2015-2016 school year and terminates employment with the district, the amount of the days used will be deducted from the final paycheck at per diem rate. At the end of each school year, employees may elect to cash in any unused days at the current substitute rate.
- B. The employee may accumulate up to five (5) days of personal leave. Personal leave may only be used in half or full day increments. At the end of each school year, employees may elect to cash in any unused days at the current substitute rate. Should the employee fail to notify the District by May 15th of her intent to use her personal days, any days in excess of three (3) days will be cashed out. Any remaining days at the end of the contract life will be cashed out at substitute rate.
- C. Personal leave shall be non-transferable to another employee and shall not be deducted from the accumulated sick leave. It is not the intent of this leave to extend Thanksgiving, Christmas, or spring vacations. The Superintendent shall have the right to review and may deny requested personal leaves the days before and the days after scheduled vacations and during the last three weeks of any school year. Requests during those periods of the school calendar must be submitted three (3) days in advance of the requested leave day.
- D. In addition to the above any district employee who needs an additional personal leave day will be granted one (1) day per year upon request. Normally, the request must be made three (3) days in advance and the cost of the substitute will be deducted from the employee's salary. This additional day of leave cannot be accumulated or cashed-in.

SECTION 9. JURY DUTY LEAVE

Employees who are called to serve on jury duty may do so and receive their regular compensation from the District, provided that they turn over their jury duty pay minus mileage at the approved rate to the District.

SECTION 10. MILITARY LEAVE

- A. An employee who is ordered or who volunteers (because of compulsory duty) for active duty in the armed services of the United States will be granted leave without pay to a maximum of three (3) years. Following release from military service, the employee will be reinstated to employment status no later than the beginning of the next school year, or sooner if an appropriate vacancy exists. Full experience credit of leave of absence while in military service will be granted for salary placement purposes.
- B. Military leave for National Guard duty or Reserves or other active duty will comply with all requirements of statute.

SECTION 11. PROFESSIONAL DAY LEAVES

Professional Day Leave shall be limited to the following:

- A. The maximum number of days for each building equals twice the number of FTE employees excluding administrators and counselors.
- B. Allocations at building level to be determined by staff and principal.
- C. Professional leave may be used for:
 - 1. attending conferences,
 - 2. visitation of other schools when such attendance or visitation would provide information for the building staff to use for improving the educational program in that building.
- D. The School District's obligation is limited to paying the cost of the substitute for professional leave.
- E. The intent of this policy is to implement carefully-designed plans for in-service training of certificated staff directed specifically toward improving the quality of instruction. It is also intended to give special education teachers time to complete data and complete evaluations on students during school hours.

SECTION 12. SABBATICAL LEAVES

- A. The purpose of sabbatical leave is to encourage employees to engage in programs of professional improvement and/or improvement of instruction by providing them a stipend to help meet a part of the financial outlay involved in the sabbatical leave options listed below:
 - 1. Study
 - 2. Research
 - 3. Travel

4. Work experience – will be of service to the employee, the school, and the students of the District. Sabbatical leaves may be granted for commercial or industrial work experience which will enhance the applicant’s service in his/her vocational assignment.
- B. The following regulations will be followed in granting sabbatical leaves of absences of employees in the District:
1. Any employee desiring sabbatical leave must submit an application to the Superintendent through the principal. The application will specify:
 2. Reasons and objectives for which sabbatical leave is requested.
 3. Activities related to successful completion of sabbatical leave project.
- C. The schedule of events to be followed once a sabbatical leave application is submitted by an employee include the following:
1. Applications outlining the proposed program of study and the plans of the employee for the period of leave must be submitted to the Superintendent no later than February 1 in the calendar year prior to that of the requested leave.
 2. All applications for such leave shall be screened by the Sabbatical Leave Committee, which shall consist of one administrator appointed by the Superintendent and two employees appointed by the President. This committee shall review the applicant’s plans without names attached according to the following criteria:
 - a. Improvement in work skills
 - b. Improvement of knowledge in a particular discipline
 - c. Potential for curriculum development within class or building
 - d. General improvement for the entire school district
 - e. If more than two (2) employees apply and meet all qualifications, seniority will be considered.
- D. The Sabbatical Leave Committee shall submit its findings and written recommendations to the Superintendent and Board no later than March 1st of the same year.
- E. Board action on sabbatical leave applications will take place no later than the first regularly-scheduled Board meeting in April with written notification of acceptance or a stated reason for denial.
- F. The employee agrees that the plan, as approved, shall be followed unless changes are approved in advance by the Superintendent.
- G. Sabbatical leave will be approved for one year and only to those employees who have served in the District a minimum of six (6) complete years and whose work is judged satisfactory by building administrators. The Sabbatical Leave Committee may recommend a waiver to this limit. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional six (6) years in the District.
- H. An applicant for sabbatical leave must be eligible following the leave for three or more years of service before reaching the age of compulsory retirement.
- I. The employee on sabbatical leave will receive 50% of the contract salary and 100% of benefits he/she would have received if he/she had remained on active duty. The salary of an employee

during the period of sabbatical leave will be paid in monthly installments just as though the person were on duty in the District.

- J. Tenure, service credit and status of an employee on sabbatical leave will not be impaired. Sabbatical leave entitles an employee to the normal increments as provided by the state guidelines.
- K. An employee may further his/her education on a scholarship or fellowship.
- L. Employees who have been granted sabbatical leave will agree to return to regular service in the District upon the expiration of their leave for a period of at least one (1) year. If an employee does not return to a year's service to the District at the expiration of the leave, all salaries paid during the leave will become due and payable within one (1) year following termination of leave, plus interest of 10%, or with such other time period as the employee and Superintendent may agree.
- M. If an employee should die while on sabbatical leave, the estate will not be held liable for any salary paid while on leave. If an employee should become disabled, either by accident or by illness, to the extent that the sabbatical leave project could not be completed within the allotted time, no repayment of salary paid while on leave will be required. The employee will provide appropriate documentation of the disability and/or illness upon returning to service in the District.
- N. Within ninety (90) days of his/her return from sabbatical leave, the employee will file with the Superintendent and the Sabbatical Leave Committee a report giving the substance of the program of study, travel, research, or work experiences in which he/she was engaged, indicating the value to the District which he/she believes grew out of his/her experience.
- O. Not more than the equivalent of two (2) FTE employees may be granted sabbatical leaves during any school year. The Sabbatical Leave Committee may recommend to the Superintendent a waiver of this limit.
- P. "Years of Service" for sabbatical purposes means years of actual service in the District and includes at least a year actually spent in the employee's current assignment.
- Q. These definitions are subject, however, to the following explanations and interpretations:
 - 1) A year of service will be counted even though the employee may be absent due to illness or for some other reason of equal merit, for an interval not exceeding one semester in any school year, provided that all other absences during the remaining years of the tenure period are specified and are occasional absences not exceeding a few days.
 - 2) In establishing the tenure period for sabbatical leave, previous leave of absence without pay to study may be counted as service.
- R. An employee returning from sabbatical leave will be given the same consideration for replacement to his/her last assignment as if he/she had been on active duty. It will be assumed that the employee wished to return to the position of his/her last assignment unless the Superintendent is notified by March 1st prior to the expiration of the employee's sabbatical leave. The district reserves the right to reassign the employee to a position that will be most advantageous to the School District. If reassignment is necessary, every effort will be made to place the employee in an assignment that is mutually agreeable.

SECTION 13. PROFESSIONAL LEAVE FOR THOSE NOT ELIGIBLE FOR A SABBATICAL LEAVE

- A. The effectiveness of employees and of the administration is increased by extended attendance at an institution of higher learning. After an employee has taught a few years and he/she discovers a weakness in a particular area, he/she can strengthen that area by returning to college or travel thus attending various workshops and conventions of the related field, activities which cannot be attended during the hours of work.
- B. Application for such leaves must be made to the Superintendent and approved by the board on or before March 15 prior to the year for which leave is desired and except in unusual circumstances, such leave will be granted for a full year only.
- C. The maximum number of employees granted such a leave in one school year shall be three (3) employees , or 2% of the employees, whichever is greater.
- D. An employee granted such a leave must notify the District of his/her plan to return by March 1 of such leave. Failure to do so terminates employment.
- E. The year of professional leave shall not be considered for salary purposes as the same as a year of employment in the District, but:
 - 1. The employee on leave will retain seniority, accumulated sick leave, retirement, and other rights extended by the District.
 - 2. Any additional benefits granted other regular employees shall automatically apply to employees on professional leave.
 - 3. An employee returning from such leave may be given consideration for replacement to his/her last assignment as if he/she had been on active duty. It will be assumed that the employee wished to return to the position of his/her last assignment unless he/she notifies the Superintendent of Schools by March 1st, prior to the expiration of his/her leave. The right of the School District is reserved to reassign the employee to a position which will be most advantageous to the District. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable.
 - 4. The employee on professional leave shall receive no stipend from the District but may also accept honorariums, scholarships, and other income so long as he/she continues to benefit from the overall experience.
 - 5. Time on leave of absence will be credited toward the six year requirement for eligibility for sabbatical leave. Absence on leave shall not be considered an interruption of the six years of consecutive service required for sabbatical leave eligibility.
 - 6. The terms of this leave shall be agreed upon in writing.

SECTION 14. OTHER LEAVES

- A. An employee shall be granted Other Leave for up to one (1) year without pay or benefits.
- B. Application for Other Leaves shall be made to the Superintendent and approved by the Board on or before March 15 prior to the year for which leave is desired; except for Parental Leave as circumstances may determine.
- C. Except in unusual circumstances, Other Leave will be granted for a full school year only.
- D. An employee granted such Other Leave must notify the District of his/her plan to return by March 1 of such leave. Failure to do so terminates employment and the District's obligation of employment ceases.
- E. The year of Other Leave shall not be considered for salary purposes as the same as a year of teaching in the District, but:
 - 1. The employee on Other Leave will retain seniority, accumulated sick leave, retirement, and other rights extended by the District to other employees.
 - 2. Any additional benefits granted the other employees shall automatically apply to employees on Other Leave.
 - 3. Any employee returning from Other Leave shall be given an offer of employment on or before July 1 in a position for which he/she is qualified in the current school year. Should the employee on leave refuse the offer of employment, the District's obligation of employment ceases.
- F. The offer of employment shall be similar in time and assignment to the employee's previous position. The terms of Other Leave shall be agreed upon in writing.

SECTION 15. SICK LEAVE SHARING

A Sick Leave Sharing Plan shall be provided all certificated employees in accordance with current leave sharing regulations.

ARTICLE VIII – F I S C A L

SECTION 1. WORK DAY

- A. The day shall be 7 1/2 hours in length, including a 30-minute lunch period with the employee being present 30 minutes prior to the start of the day for that building, and present 30 minutes after the conclusion of the school day for that building.
- B. In addition to regular building hours and consistent with the traditional expectations associated with the performance of employees, employees shall spend the time outside of building hours to the extent necessary for student and parent consultations and other incidental and occasional activities related to instruction. Open houses and after-school related functions shall be limited to one (1) open house and one (1) all school program per year. Elementary music instructors asked by the District to conduct programs outside of the contracted language shall receive compensation at the hourly per diem rate, not to exceed ten (10) hours for any one member.
- C. Employees who are required to participate in District curriculum in-service training and related programs and projects outside of regular building hours shall be compensated at the hourly per diem rate.
- D. Required staff meetings shall be limited to twice per month, the duration of which shall not exceed thirty (30) minutes before or after the contracted day. The Director of Special Education shall coordinate with building principals in order to accommodate special education teachers.
- E. Employees shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated absence and/or late arrival or early leaving. Employees who leave the building during the work day may be required to notify the principal or the office of the time leaving and anticipated return.

ARTICLE VIII – FISCAL

SECTION 2. SCHOOL CALENDAR

- A. A committee shall be composed of representatives from the Association, PSE, parents and administration. They shall cooperatively formulate an annual school calendar for the following two years consisting of 180 days for each of the two years to be presented for consideration by the Board of Directors by May 1 for each of the two (2) years.
- B. The length of the regular employee contract shall be the state compensated days. Learning Improvement Day programs shall be mutually agreed upon and scheduled in full or half-day blocks by the District and the Association. Scheduling and programming of these days may be done by each building site but must have the agreement of the Association and the District prior to implementation by that site. Any loss of work on these days other than those covered by leave provisions shall result in pay reductions at the hourly per diem rate.
- C. During the term of this agreement, each employee will have one (1) Optional (program) day (Form is Appendix B-2) paid at the hourly per diem rate. There will be multiple opportunities to participate, and the program will be district-controlled and based on staff development surveys.

SECTION 3. PAYMENT PLAN PROVISIONS

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks or electronic deposit earning statements shall be issued to the employee on the last business day of each month or earlier at the discretion of the superintendent.
- B. In the event of a mistake in payment resulting in underpayment, corrections shall be made on the succeeding payroll warrant provided that the error is brought to the attention of the business office prior to the tenth, (10th) day of the succeeding month. If brought to the attention on or after the tenth (10th) day of the month, payment will be made in the next month. In the event of overpayment, it will be deducted from the next check; if there is a severe financial hardship the superintendent or designee, in conjunction with the Association, will negotiate a reasonable payback schedule. In the event of an overpayment or underpayment error, the length of time for collection will only go back to the previous audited year.
- C. In the event the employee terminates before repayment, either in the event of overpayment or underpayment, the full amount thereof will be due and owing. The balance owed the District as a result of overpayment shall be deducted from the final check received by a separated employee.

SECTION 4. PROVISIONS GOVERNING SALARY SCHEDULE

For the purpose of salary schedule placement, experience recognition, credit recognition, clock hours recognition, and out-of-state experience/credit, the guidelines established by OSPI shall be used. For the purpose of salary, the attached salary schedule will be used (Appendix D-10). This schedule will be used for school years 2018-2019 and will be adjusted annually at the inflationary rate.

SECTION 5. PAYROLL DEDUCTIONS

All salaries are subject to payroll deductions for:

- 1. State Teachers or State Employment Retirement Systems
- 2. Withholding tax
- 3. FICA
- 4. Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence).
- 5. Dues or dues representation fee.

SECTION 6. OTHER DEDUCTIONS

The following deductions may be made if authorized by the individual:

- 1. Additional withholding tax
- 2. Approved medical plans
- 3. Salary insurance
- 4. Tax-sheltered annuities
- 5. Payment to Washington School Employee's Credit Union

6. Other approved insurance programs
7. Flexible Pay 125 Plan

SECTION 7. INSURANCE

- A. The board shall provide each employee who works four-fifths time or more (less than 4/5 time, benefits are pro-rated) with the agreed upon plan for the term of this Agreement, or other insurance plans as agreed upon by the parties.
- B. The District agrees to pool and distribute among certificated employees the monthly insurance contribution per FTE as set by the State Legislature.
- C. Each employee's monthly salary shall be subject to automatic payroll deduction if the costs of their plans exceed the contributions provided by the insurance pool.

SECTION 8. TRAVEL REIMBURSEMENT

Employees utilizing their private vehicles to travel on school business shall be compensated at the IRS allowable rate during the duration of this Agreement. No compensation will be made unless approval by the appropriate administrator is given prior to traveling.

SECTION 9. OTHER COMPENSATION AND RELEASE TIME

- A. Special education teachers, certified therapists, and school psychologists shall be compensated for organizing, planning, and writing Individual Education Programs (IEP) at the rate of one (1) per diem day per year taken at the employee's discretion. In order to receive pay for that day, the appropriate form (Appendix B-3) must be completed and signed by the building principal or Special Education Director.
- B. Special education teachers shall receive four (4) substitute days of release time. These days shall be used to collect data and complete evaluations during school hours, not necessarily on site, and can be taken at the employee's discretion.
- C. One (1) additional substitute day of release time shall be set aside as a common meeting day for all special education teachers and taken at the discretion of the Director of Special Education.
- D. Special education teachers, will receive four (4) TRI (Optional) days per year. Documentation of these days shall occur as per the guidelines set forth in Article VIII, Section 2, paragraph C.
- E. Certified therapists and psychologists shall receive five (5) TRI (Optional) days per year. Documentation of these days shall occur as per the guidelines set forth in Article VIII, Section 2, paragraph C.
- F. General classroom teacher parent conferences which occur outside of the work day due to a conference load of more than twenty-six parent meetings shall be paid one (1) additional hour at the hourly per diem rate of per year, per student. In order to receive pay for that day, the attached form (Appendix B-9) must be completed and signed by the building principal.

G. Secondary counselors shall be employed ten (10) days in excess of the length of the basic employee contract (supplemental contract) at the hourly per diem rate. Scheduling of these days shall be determined by the building administrator after consulting with secondary counselors and their respective building administrators. Work done during these additional days by counselors will be submitted on a time sheet.

H. The district shall pay the full health care remittance (“carve out”).

ARTICLE IX – G R I E V A N C E P R O C E D U R E S

SECTION 1. DEFINITIONS

- A. Grievance shall mean that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement to the detriment of the employee.
- B. Grievant shall mean an employee, a group of employees, or the Association filing a grievance.

SECTION 2. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise concerning the Procedural Foundation Agreement. Both parties agree that the proceeding shall be kept as formal and confidential as may be appropriate. In the event that a grievant believes that there is a basis for the grievance, the grievant shall first discuss the alleged grievance with his/her principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. All grievance procedure meetings will be mutually set with no loss in pay to employees. The Association will be represented at all steps of the grievance procedure.

SECTION 3. PROCEDURE

Step I

The grievant may invoke the formal grievance procedure through the association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involved more than one building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within twenty (20) days of the occurrence or knowledge of which he/she complains. A grievance cannot be filed after one year from the date of occurrence.

Step I – Reply

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet the grievant who may be accompanied by one or other member of the Association in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Step II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within ten (10) days the Superintendent or his/her designee shall meet with the grievant who may be accompanied by one other member of the Association and shall indicate his/her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association. If the grievant does not appeal the grievance to the Superintendent within fifteen (15) days after failing to achieve satisfaction at Step I, the grievance shall be waived.

Step III

In the event the grievant bringing the grievance is not satisfied with the results of Step II, or in the event that no agreeable resolution is reached within ten (10) days after he/she or the Association has first met with the Superintendent, he/she may ask the Association to request a meeting with the Board through the Superintendent or through the Chairman of the Board. The grievant may, if he/she wishes, take such action himself/herself, requesting such counsel or assistance from the Association as he/she may desire.

The Board shall within twenty-five (25) days of the receipt of the request confer with the grievant and/or representatives of the local Association to hear the individual's grievance orally and in writing in an attempt to reach a satisfactory solution. The Board shall indicate their disposition of grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Association.

SECTION 4. MEDIATION

A. Agreement for the Mediation

1. A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Step III of the grievance procedure contained within the Agreement, or if no written decision has been received from the District within the time limits prescribed in Step III.
2. The Association must notify the District in writing within ten (10) days of conclusion of Step III of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) days prior to the Association's contractual deadline for the submission of a grievance to arbitration or within five (5) days of the receipt of the written notification, whichever is sooner.
3. The parties must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of the Agreement which provide for the submission of a grievance to binding arbitration shall be held in abeyance until such time a written notification of appeal is provided by the Association to the District in accordance with this Section. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures contained within the Procedural Foundation Agreement which provide for the submission of a grievance to binding arbitration shall be enforced.
4. Within five (5) days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify PERC. PERC shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually-convenient location.
5. The grievant shall have the right to be present at the mediation conference.
6. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
8. The presentation of facts and considerations shall not be limited to those presented at Step II or III of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference

shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

9. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
 10. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which the arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the matter that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
 11. If no settlement is reached at mediation, the grievance may be appealed to arbitration in accordance with Section 5 of the Agreement between the parties. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) days following the termination of the mediation conference.
 12. The mediator shall conduct no more than three (3) mediations per day.
 13. Starting time for the mediation shall be agreed to by the District and the Association.
 14. The parties have agreed upon the attached Rules for Mediation.
 15. The fees and the expenses of the mediator and the Administrative Office shall be shared equally by the parties.
- B. Rules for Grievance Mediation
1. Notification of the intent to mediate a grievance should be made to PERC.
 2. PERC will schedule a mediation conference as soon as possible upon receipt of notification of a grievance or grievances to be mediated.
 3. PERC will appoint a mediator from a panel consisting of neutrals formally trained in the process of grievance mediation.
 4. PERC will notify the mediator of his/her appointment and determine his/her willingness and ability to serve

SECTION 5. ARBITRATION

Step IV

If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the Board. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of the arbiters on the list and return their list to the appropriate agency for final arbitrator selections. Hearings shall be conducted in accordance with the rules of the agency that was selected. The parties shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in "Jurisdiction of the Arbitrator," or to rely on any evidence not presented at an earlier step. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 6. ARBITRATION COSTS

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

SECTION 7. JURISDICTION OF THE ARBITRATOR

- A. The arbitrator shall have no power to alter, add to, or subtract from, or alter any terms of this Agreement or award damages. (Make whole remedies including interest shall not be considered damages.)
- B. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.
- C. The arbitrator shall have no power or authority to rule on any of the following:
 - 1. Termination of services or failure to re-employ any provisional employee,
 - 2. Termination of services or failure to reemploy any employee to a position on the supplemental salary schedule,
 - 3. The judgment of the evaluator in the evaluation / probation process,
 - 4. Employee discharge, non-renewal, adverse affect or reduction in force,
 - 5. Any matters excluded elsewhere in this Agreement.

SECTION 8. STATUTORY REMEDY

In the event an employee chooses the statutory remedy, the parties agree that the hearing officer shall be chosen from the list of arbitrators on the Public Employees Relations Commission roster as per RCW 28A.405.310.

SECTION 9. TIME LIMITS

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

SECTION 10. GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 11. INDIVIDUAL COMPLAINTS

Any employee may present his/her grievance to the District and have such grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not consistent with the terms of this Agreement.

SECTION 12. CONTINUITY OF THE GRIEVANCE

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

Article X – STATUS OF THE AGREEMENT

- A.** The language of this agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District or Association, which shall be contrary to or inconsistent with its terms.

- B.** This Agreement is locked but may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

- C.** This agreement shall be in effect as of September 1, 2015, and shall continue in effect until the 31st day of August, 2019.

SIGNATORIES

FOR THE ASSOCIATION

FOR THE DISTRICT

EEA Curriculum Pay Day Report Form

2018-2019 School Year

Employee Name

Date Completing Form

Principal approval must be obtained prior to beginning of the work.

Please turn this form into your supervisor once you have documented a full day's worth of work. Seven hours maximum can be documented for full-time staff (less if part-time).

Explanation: Service(s) must be performed between August 15 and June 30. Activities may include but not limited to: Senior Project, Link Crew, WASL, Reading Groups, Report Card revision at district and building level, District sponsored staff development, Pre-approved Saturday or evening conferences, Committee work appointed by principal, and Curriculum development i.e. language arts, social studies, technology, science committee work etc.

Date Worked	Hours Worked	Description of Activity	Principal Prior Approval
Total Hrs			

Building Administrator Authorization

Employee Signature

Please check method of payment:

- () Pay in next paycheck (if received by the Payroll Office on the 10th)
- () Pay at the end of _____ (It is your choice of month to be paid. However, all August work time must be submitted by September 10 for full payment on September 30.)

APPENDIX C-1

GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the Agreement.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at steps 1, 2, 3, and 4. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and the Superintendent at Steps 2, 3, and 4.

To: _____
Name Title

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 1: _____

Step 2: _____

Step 3: _____

Step 4: _____

2. The nature of my grievance is (attach a separate sheet. Specify the section of the agreement violated, when the violation occurred, and in what way there was a violation, misapplication, or misinterpretation.)

3. The relief I am seeking is: _____

Signature: _____ Date: _____

APPENDIX D-1

Pre-Evaluation Conference Form

Conference Date _____ For School Year _____

For _____ Check One: Standard Short-form
Employee Name

	<u>Dates</u>			Notes:
	Scheduled	Actual	Time	
1 st Formal Observation	_____	_____	_____	
2 nd Formal Observation	_____	_____	_____	
3 rd Formal Observation	_____	_____	_____	
Additional Formal Observe	_____	_____	_____	
Post-Evaluation Conference	_____	_____	_____	
	_____	_____	_____	

Employee Signature

Evaluator Signature

Professional Growth Goal(s):

Standard Evaluation Procedures:

1. Principal/Administrative Designee and employee shall confer to complete the Pre-Evaluation Conference Form.
2. A minimum of two formal observations shall be conducted during the school year at mutually-agreed upon times.
3. Total observation time shall be at least 60 minutes and one formal observation must be at least 30 minutes in length.
4. Each formal observation shall be documented shall be documented in writing and the employee shall be provided a copy within three days.
5. Within seven days of the completion of the evaluation process, the evaluator shall prepare the Final Evaluation Report and meet with the employee to review the document.

Short-Form Evaluation Procedures:

1. After four years of satisfactory evaluations and with the employee's consent, the short form evaluation process can be used.
2. The short-form evaluation process shall consist of:
 - a. One formal observation of at least 30 minutes in length
 - b. One written summary of the formal observation.
 - c. One appropriate Final Evaluation Report Form, signed to indicate satisfactory performance.
3. The Short-Form Evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory.
4. The standard form must be followed at least once every five (5) years.

APPENDIX D-4

FINAL EVALUATION REPORT (Educational Staff Associate)

NAME _____

TYPE OF EVALUATION:

SCHOOL _____

_____ Standard
_____ 90-Day
_____ Short Form
_____ Other

ESA ASSIGNMENT _____

(If less than full time, specify)

It is my judgment, based upon the following criteria, that this employee's overall performance has been satisfactory/*unsatisfactory during the evaluation period.

- I. Professional Preparation and Scholarship
- II. Specialized Skills
- III. Management of Special and Technical Environment
- IV. The ESA as a Professional
- V. Involvement in Assisting Pupils, Parents, and Educational Personnel
- VI. Organizational Skills

Evaluator's Signature

Educational Staff Associate's Signature

* If "unsatisfactory" is used on this form by the evaluator, Article IV, Section 5.F must be followed.

APPENDIX D-5

ELLENSBURG SCHOOL DISTRICT NO. 401

ESA EVALUATION REPORT

EVALUEE NAME: _____
EVALUEE POSITION: _____
EVALUATOR NAME : _____
EVALUATOR TITLE: _____
BUILDING: _____
OBSERVATION TIMES/DATES: _____

INTRODUCTION: This worksheet is to serve as a discussion focus between the evaluator and the evaluatee and is to be filled out by the evaluator as a result of observations. It is an instrument used during the school year and will not be included as part of the teacher’s permanent record unless the teacher’s performance is determined to be unsatisfactory.

[S=Satisfactory; NI=Needs Improvement; NO=Not Observed.]

I. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- _____ a. Possesses and maintains competence in philosophies, theories, and techniques
- _____ b. Demonstrates understanding of the basic principles of human growth and development
 - 1) Is committed to helping students reach their maximum potential
 - 2) Recognizes own and others’ needs for reinforcement
- _____ c. Demonstrates awareness of professional limitations and has the ability and knowledge to make appropriate referrals
- _____ d. Relates and applies knowledge, research findings and theory deriving from the ESA’s discipline to the development of a program of services

COMMENTS:

II. SPECIALIZED SKILLS

- _____ a. Designs and conducts a program providing specific services unique to the ESA’s discipline
- _____ b. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student:
 - 1) Helps others involved with the student interpret and use data appropriately and accurately.
 - 2) Helps other specialists by providing case study materials
- _____ c. Administers assessment procedures or coordinates with others doing assessment
 - 1) Demonstrates a variety of diagnostic techniques
- _____ d. Demonstrates ability to assist classroom teachers and administrators in integrating specialized information into regular curricular program.
 - 1) Plays a role in curriculum development in the field of expertise

- _____ e. Develops goals and objectives that facilitate the implementation of program and services
 - 1) Makes others aware of services and how to best utilize those services
 - 2) Utilizes a variety of intervention techniques geared or aimed toward the appropriate treatment for the individual student
- _____ f. Establishes immediate and long-range objectives
- _____ g. Prepares effective plans to meet objectives
- _____ h. Plans for continuing evaluation and utilizes the results in meeting objectives
- _____ i. Demonstrates or models appropriate skills for other school personnel, parents, and community service agencies.
- _____ j. When appropriate, serves as a consultant to administrators, teachers, parents, and students in matters of student behavior and discipline.

COMMENTS:

III. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- _____ a. Selects or recommends testing and non-testing devices, materials, equipment appropriate to students needs.
 - 1) determines and considers abilities, interests, and present performance levels of student case management.
- _____ b. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, procedures, etc.
- _____ c. Uses comparative, formative, and interpretive data
- _____ d. Creates an environment which provides privacy and protects student and family information, as mandated by state codes of ethics, federal and state regulations, and local school district policies.

COMMENTS:

IV. THE ESA AS A PROFESSIONAL

- _____ a. Demonstrates awareness and responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the ESA's professional association
- _____ b. Demonstrates awareness of the law as it relates to the area of specialization
- _____ c. Demonstrates commitment to professional activities:
 - 1) Attends local and state meetings
 - 2) Participates in consortium activities
 - 3) Participates on special committees
- _____ d. Demonstrates continued interest in and activities directed toward professional growth:
 - 1) Participates in workshops, seminars, and/or graduate study
 - 2) Keeps abreast of current literature
- _____ e. Demonstrates abilities to advise students and parents of their rights and responsibilities
- _____ f. Effectively clarifies, communicates, and brings about understanding of professional role on a district-wide and community basis
- _____ g. Provides and accepts constructive feedback

- _____ h. Attempts to implement suggestions for improvement
- _____ i. Provides constructive criticism and alternatives aimed at the improvement of the institution or organization
- _____ j. Displays a genuine concern for human beings, particularly students and problems
- _____ k. Is aware of personal capabilities and limitations
- _____ l. Acts in congruent manner (practices what one preaches).

COMMENTS:

V. INVOLVEMENT IN ASSISTING PUPILS,PARENTS, AND EDUCATIONAL PERSONNEL

- _____ a. Consults with other ESA staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing specialized programs:
 - 1) Organizes and provides materials for use by parents, other school personnel, and students as appropriate
 - 2) Displays ability and willingness to communicate with other staff members
- _____ b. Plans and develops an ESA program to serve the preventive and developmental needs of the school population and special needs of students.
- _____ c. Interprets characteristics and needs of students to parents, staff, community in group and individual settings via oral and written communications
 - 1) Conducts and participates in workshops and in-service training as appropriate.

COMMENTS:

VI. ORGANIZATIONAL SKILLS

- _____ a. Demonstrates effective management of time and resources
- _____ b. Documents and maintains appropriate records
- _____ c. Maintains appropriate files
- _____ d. Prepares and submits reports in a timely manner
- _____ e. Understands and works within the organizational structure of the school

COMMENTS:

APPENDIX D-8

FINAL EVALUATION REPORT (ESA COUNSELOR)

NAME _____

TYPE OF EVALUATION:

SCHOOL _____

- _____ Standard
- _____ 90-Day
- _____ Short Form
- _____ Other

ESA ASSIGNMENT _____

(If less than full time, specify)

It is my judgment, based upon the following criteria, that this employee's overall performance has been satisfactory/*unsatisfactory during the evaluation period.

The professional school counselor:

- I. Plans, organizes and delivers the school counseling program.
- II. Implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.
- III. Implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.
- IV. Provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.
- V. Provides system support through effective school counseling program management and support for other educational programs.
- VI. Discusses the counseling department management system and the program action plans with the school administrator.
- VII. Is responsible for establishing and convening an advisory council for the school counseling program.
- VIII. Collects and analyzes data to guide program direction and emphasis.
- IX. Monitors the students on a regular basis as they progress in school.
- X. Uses time and calendars to implement an efficient program.
- XI. Develops a results evaluation for the program.
- XII. Conducts a yearly program audit.
- XIII. Is a student advocate, leader, collaborator and a systems change agent.

Evaluator's Signature

Educational Staff Associate's Signature

*If unsatisfactory is used on this form by the evaluator, Article IV, Section 5.F must be followed

APPENDIX D-9

ELLENSBURG SCHOOL DISTRICT NO. 401

ESA COUNSELOR EVALUATION REPORT

EVALUEE NAME: _____
EVALUEE POSITION: _____
EVALUATOR NAME : _____
EVALUATOR TITLE: _____
BUILDING: _____
OBSERVATION TIMES/DATES: _____

INTRODUCTION: This worksheet is to serve as a discussion focus between the evaluator and the evaluatee and is to be filled out by the evaluator as a result of observations. It is an instrument used during the school year and will not be included as part of the teacher's permanent record unless the teacher's performance is determined to be unsatisfactory.

[S=Satisfactory; NI=Needs Improvement; NO=Not Observed.]

XIV. The professional school counselor plans, organizes and delivers the school counseling program.

- _____ a. designs a program to meet the needs of the school.
- _____ b. demonstrates interpersonal relationships with students.
- _____ c. demonstrates positive interpersonal relationships with educational staff.
- _____ d. counselor demonstrates positive interpersonal relationships with parents or guardians.

COMMENTS:

XV. The professional school counselor implements the school guidance curriculum through the use of effective instructional skills and careful planning of structured group sessions for all students.

- _____ a. teaches school guidance units effectively.
- _____ b. develops materials and instructional strategies to meet student needs and school goals.
- _____ c. encourages staff involvement to ensure the effective implementation of the school guidance curriculum.

COMMENTS:

XVI. The professional school counselor implements the individual planning component by guiding individuals and groups of students and their parents or guardians through the development of educational and career plans.

_____ a. in collaboration with parents or guardians, helps students establish goals and develop and use planning skills.

_____ b. demonstrates accurate and appropriate interpretation of assessment data and the presentation of relevant, unbiased information.

COMMENTS:

XVII. The professional school counselor provides responsive services through the effective use of individual and small-group counseling, consultation and referral skills.

_____ a. counselor counsels individual students and small groups of students with identified needs and concerns.

_____ b. consults effectively with parents or guardians, teachers, administrators and other relevant individuals.

_____ c. implements an effective referral process with administrators, teachers and other school personnel.

COMMENTS:

XVIII. The professional school counselor provides system support through effective school counseling program management and support for other educational programs.

_____ a. counselor provides a comprehensive and balanced school counseling program in collaboration with school staff.

_____ b. provides support for other school programs.

COMMENTS:

XIX. The professional school counselor discusses the counseling department management system and the program action plans with the school administrator.

_____ a. discusses the qualities of the school counselor management system with the other members of the counseling staff and has agreement.

_____ b. discusses the program results anticipated when implementing the action plans for the school year.

COMMENTS:

XX. The professional school counselor is responsible for establishing and convening an advisory council for the school counseling program.

- _____ a. meets with the advisory committee.
- _____ b. reviews the school counseling program audit with the council.
- _____ c. records meeting information.

COMMENTS:

XXI. The professional school counselor collects and analyzes data to guide program direction and emphasis.

- _____ a. counselor uses school data to make decisions regarding student choice of classes and special programs.
- _____ b. counselor uses data from the counseling program to make decisions regarding program revisions.
- _____ c. analyzes data to ensure every student has equity and access to a rigorous academic curriculum.
- _____ d. understands and uses data to establish goals and activities to close the gap.

COMMENTS:

XXII. The professional school counselor monitors the students on a regular basis as they progress in school.

- _____ a. is accountable for monitoring every student's progress.
- _____ b. counselor implements monitoring systems appropriate to the individual school.
- _____ c. develops appropriate interventions for students as needed and monitors their progress.

COMMENTS:

XXIII. The professional school counselor uses time and calendars to implement an efficient program.

- _____ a. uses a master calendar to plan activities throughout the year.
- _____ b. distributes the master calendar to parents or guardians, staff and students.
- _____ c. posts a weekly or monthly calendar.
- _____ d. analyzes time spent providing direct service to students.

COMMENTS:

- XXIV. The professional school counselor develops a results evaluation for the program.
- _____ a. measures results attained from school guidance curriculum and closing the gap activities.
 - _____ b. works with members of the counseling team and with the principal to clarify how programs are evaluated and how results are shared.
 - _____ c. knows how to collect process, perception and results data.

COMMENTS:

- XXV. The professional school counselor conducts a yearly program audit.
- _____ a. completes a program audit to determine the degrees to which the school counseling program is being implemented.
 - _____ b. shares the results of the program audit with the advisory council.
 - _____ c. uses the yearly audit to make changes in the school counseling program and calendar for the following year.

COMMENTS:

- XXVI. The professional school counselor is a student advocate, leader, collaborator and a systems change agent.
- _____ a. promotes academic success of every student.
 - _____ b. promotes equity and access for every student.
 - _____ c. counselor takes a leadership role within the counseling department, the school setting and the community.
 - _____ d. understands reform issues and works to close the achievement gap.
 - _____ e. collaborates with teachers, parents and the community to promote academic success of students.
 - _____ f. builds effective teams by encouraging collaboration among all school staff.
 - _____ g. uses data to recommend systemic change in policy and procedures that limit or inhibit academic achievement.

COMMENTS:

Years of Service							MA/BA+135		MA+90 OR
	BA	BA+15	BA+30	BA+45	BA+90	NAT BRD	MA+45	Ph.D.	
0	43,448	43,666	44,492	45,708	49,488	50,574	54,397	56,830	
1	44,026	44,274	45,099	46,359	50,183	51,139	54,962	57,395	
2	44,582	44,804	45,664	47,012	50,834	51,704	55,527	58,004	
3	45,160	45,374	46,273	47,620	51,442	52,225	56,048	58,569	
4	45,720	45,990	46,881	48,262	52,138	52,790	56,656	59,176	
5	46,303	46,550	47,424	48,923	52,790	53,398	57,221	59,785	
6	47,793	47,815	48,054	49,618	53,441	53,963	57,786	60,394	
7		48,158	49,097	50,748	54,614	55,049	58,916	61,610	
8			50,704	52,572	56,396	56,778	60,697	63,478	
9				54,223	58,221	58,524	62,565	65,386	
10				56,048	60,154	60,394	64,434	67,367	
11				57,938	62,131	62,262	66,389	69,452	
12				59,785	64,130	64,217	68,431	71,582	
13					66,194	66,280	70,516	73,732	
14					68,296	68,366	72,753	75,969	
15					70,060	70,104	74,618	77,938	
16					71,777	71,833	76,448	79,858	
17					71,829	71,872	76,509	79,901	
18					72,125	72,168	76,817	80,249	
19					72,776	72,819	77,468	80,944	
20					BA+ 135 Grandfathered at 20 years, \$76,732	73,675	73,732	78,510	87,331
25 plus years					Includes a \$1500 longevity stipend	75,175	75,232	80,010	88,831