

Vision Statement

Ephrata School District's vision for "a bright future" is to provide performing, quality schools which are committed to life-long learning.

2023-2026



**Ephrata Education Association
and
Ephrata School District No. 165**

AGREEMENT

Mission Statement

Ephrata School District's mission is to prepare all students for the living, learning, and working requirements of the 21st Century.

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AGREEMENT BETWEEN

EPHRATA SCHOOL DISTRICT NO. 165

and

EPHRATA EDUCATION ASSOCIATION

THIS AGREEMENT is entered into this 1st day of September by and between Ephrata School District No. 165, Grant County, Washington, hereinafter called "District," and Ephrata Education Association, hereinafter called the "Association," pursuant to Chapter 288, Laws of 1975, First Ex. Session.

PURPOSE

It is the purpose and intent of the parties hereto to provide in this agreement for orderly collective bargaining relations between the District and the Association, to set forth the wages, hours and terms and conditions of employment of the certificated employees represented by the Association to the end that quality education for the children of the Ephrata School District will be served.

ARTICLE I
ADMINISTRATION

SECTION 1 – DEFINITION OF TERMS

As used in this agreement, the following words will have the following meaning unless the context in which they are used shall clearly indicate another meaning.

- A) The term "**District**" shall mean Ephrata School District, Grant County, Washington State.
- B) The term "**Board**" shall mean the Board of Directors of Ephrata School District as the governing body of the District.
- C) The term "**Association**" shall mean Ephrata Education Association, which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).
- D) The term "**Parties**" shall mean the District and the Association.
- E) The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F) The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
- G) The term "**President**" shall mean the President of the Association or his/her designee.
- H) The term "**Employment contract**" shall mean the individual contract issued to and signed by the employee pursuant to RCW 28A.405.210.
- I) The term "**Supplemental Contract**" shall mean that contract issued and signed in accordance with RCW 28A.405.240. There shall be three kinds of supplemental contracts: (1) "Supplemental Extended Days Contracts," (2) "Supplemental Stipends," (3) "Co-Curricular Contracts" all of which are issued to and signed by each employee who might receive a supplemental contract pursuant to RCW 28A.405.240.
- J) The term "**SPI**" shall mean the Office of the Washington State Superintendent of Public Instruction.
- K) The term "**Building Rep**" shall mean the Association's Building Representative.
- L) The term "**Substitute Teacher**" shall mean those persons hired to temporarily perform the duties normally performed by employees as the result of the absence of such employee(s).
- M) The term "**RIF**" as used in the article on Layoff and Recall shall mean Reduction in Force.
- N) "**Certificated employee**" or "**employee**" shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- O) Words denoting gender shall be deemed to include both the masculine and feminine and words denoting number shall include singular and plural unless the context in which they are used clearly indicates other usage was intended.
- P) "**Provisional Employee**" shall mean:
 - 1) Those employees without previous teaching employment within the Washington State Public Schools, who are subject to non-renewal of employment contract during the first three years of

employment per provision of RCW 28A 405.220 as now or hereafter amended unless such status changes per Article VIII Section 4F.

- 2) Those employees who have previously completed at least two (2) years of certificated employment in another school district in the State of Washington and are subject to non-renewal of employment contract during the first year of employment per provision of RCW 28A 405.220 as now or hereafter amended.
- Q) The term “**Para educators**” shall mean that class of non-teacher-non-bargaining-unit employees previously known as “teacher aides,” who perform clerical assistance, instructional assistance, special needs assistance, bus assistance, or any other District assigned duties for the school district.
- R) The term “**Employee**” shall mean any member of the bargaining unit, as set out in this Agreement.

SECTION 2 – RECOGNITION

- A) The District recognizes the Association as the exclusive bargaining agent for all certificated employees of the District who are under a personal service contract. Substitute teachers who have worked thirty (30) or more days during a calendar year and who continue to be available for employment are regular part-time employees and are to be included in the bargaining unit. Substitute teachers who replace or are replacing an employee for twenty (20) or more consecutive days are to be included in the bargaining unit. Substitute teachers will be considered for employment in certified positions on the same basis as any other applicant outside the district.
- B) It is mutually agreed that the Association is not the exclusive bargaining agent for:
- 1) District Superintendent
 - 2) Assistant Superintendents
 - 3) Business Manager
 - 4) Confidential Employees
 - 5) Principals
 - 6) Assistant Principals
 - 7) Directors and Coordinators
 - 8) Substitute Teachers not previously covered in Section A
- C) The District shall not recognize nor bargain with any other employee organization seeking or claiming to represent employees unless such organization has been certified by the State Public Employees Relations commission as the exclusive bargaining agent for employees.

SECTION 3 – STATUS OF AGREEMENT

- A) This agreement shall become effective when ratified by the parties hereto and executed by authorized representatives thereof, and may be amended or modified only with the mutual consent of the parties hereto.
- B) Rules, regulations, policies, resolutions and practices of the District are not affected by the terms of this agreement unless they are superseded by, contrary to, or inconsistent with this agreement.
- C) This agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this agreement is found to be contrary to law by judicial or administrative ruling, the remaining provisions of this agreement shall continue in full force and effect and will be binding upon the parties hereto. If any provision of this agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

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- D) Except as expressly otherwise provided in this agreement, nothing contained herein shall be interpreted so as to reduce or otherwise diminish current individual salaries and/or economic benefits in effect at the time this agreement is signed, provided that such condition shall be improved or modified by the express provisions of this agreement.

SECTION 4 – CONTRACT COMPLIANCE

- A) All individual certificated employee contracts, other than supplemental contracts, shall be standard form contracts subject to and consistent with the laws of the State of Washington. All contracts and supplemental contracts for employees for whom the Association is the authorized bargaining unit shall be consistent with the terms and conditions of this agreement. In the event there are inconsistencies between such contracts and this agreement, the terms of this agreement shall be controlling.
- B) If individual employee contracts are issued prior to the Board and the Association ratification of this agreement, the Board will inform the individual employee in writing at the time of contract issuance of the above paragraph provision.

SECTION 5 – DISTRIBUTION OF CONTRACT

Within a reasonable time following ratification of this agreement, the District shall upload to the District website the updated agreement. All employees shall be provided access to the agreement on the District website.- If any off-year contract negotiations are concluded and changes to the contract have been approved by the Association and the District, a revised copy of the contract that includes the new language will be posted online.

ARTICLE II **BUSINESS**

SECTION 1 – DUES, DEDUCTIONS AND REPRESENTATION FEES

- A) **Voluntary Membership**: Any non-administrative certificated employee may voluntarily become a member of the Association. Each member shall file with the payroll office a notice of voluntary membership and authorization for dues deductions. Such authorization, once filed, shall be a continuous authorization for the District to deduct Association dues including NEA, WEA, UniServ, and local dues in accordance with the unified dues structure of the Association. Dues deductions for less than the full year shall be prorated. A notice of authorization may be revoked in accordance with the WEA process on the membership form.
- A) **Deductions**: All of the dues shall be deducted from the employee's paycheck in twelve monthly installments beginning with the month of first employment. Employees working less than a full year shall have dues deducted only for the months of actual employment. The monthly deduction shall be in an amount equal to one 1/12 of the total annual dues. The amount of the annual dues shall be submitted to the District by the Association in writing on or before August 31 of each school year. A list of the employees who are subject to dues deduction shall be supplied to the Association by the District prior to October 30 of each year and each month thereafter during the school year.
- B) **Over and Under Payments**: The District shall remit to the Association promptly any underpayment of dues and assessments withheld. The Association agrees to promptly refund to the District any amounts paid to the Association in error.
- C) **Indemnification**: The Association shall indemnify and hold the Board harmless from any claim filed by any employee regarding any of the provisions of this section. The Association shall reimburse the

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District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.

SECTION 2 – OTHER DEDUCTIONS

The District agrees to deduct from the salaries of its certified employees, for whom the Association is the recognized bargaining agent, premiums for those insurance programs and other programs which have been previously approved by the Board and Association and/or are contained herein, upon receipt of written authorization from each employee. The Association agrees to and will indemnify and hold the District harmless against any claim made and any suit instituted against the District resulting from any deduction of Association dues.

SECTION 3 – ASSOCIATION RIGHTS

- A) The Association shall have the right to use District buildings for meetings and to transact Association business. The Association shall notify the building principal prior to such meeting date. Such meetings shall not interrupt the District Educational program. The Association shall reimburse the District for any extra custodial costs incurred by the District.
- B) The Association shall have the right to post notices of activities and Association business on bulletin boards in each faculty lounge of each building in the District. All notices and bulletins shall be labeled official Association material. The person responsible for the posting shall sign such posting and shall be responsible for taking it down after the posting has served its purpose.
- C) The Association shall have the right to use the District's inter-school or intra-district mail and e-mail service for communication with certificated employees, but not for political purposes. It is acknowledged that e-mail will be used in accordance with the District's computer use policy and does not provide any right of privacy for the users.
- D) The Association, with permission of the building administrator, may use District equipment and copy machines, but not for political purposes. The Association shall reimburse the District for all consumable supplies.
- E) The Association and its representatives shall be permitted reasonable access to the District buildings and certificated employees for the purpose of conducting Association business provided that they report to the building administrator or his designee. Such access shall be permitted during the regular teacher workday, but not during the student teaching day. Such access shall not be exercised so as to interfere with or interrupt the District educational program.
- F) The District will make available to the Association, within ten (10) days, documents and records, which are public records within District files upon the request of the Association and shall also provide copies thereof provided the Association may be asked to pay the District a reasonable fee for reproducing such material. The District shall make available upon request of the President with the following information:
 - 1) Agenda and minutes of all Board meetings
 - 2) A copy of the adopted budget
 - 3) The periodic enrollment report (P223)
 - 4) The Report on Salary and Benefit Averages by Program
 - 5) Monthly budget reports
 - 6) Names of all employees by assignment
 - 7) Preliminary budget reports
 - 8) Seniority list

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- G) Upon request, the District will provide the Association with the following information that is in their possession for all bargaining unit members: Name, Date of Hire, Contact Information: phone numbers, personal email, and home/personal mailing address, assignment, salary, and worksite location.
- H) The Association shall be given the opportunity to speak to all new employees for thirty minutes as part of the program during any District sponsored new employee orientation. The EEA part of the agenda shall be presented to the Superintendent prior to the meeting to maintain positive relationships.
- I) The Association may meet with any new hire that is employed after the new employee orientation or at any time later in the school year for thirty (30) minutes during the workday. The Principal will receive prior notice of the meeting. This meeting will not be scheduled during teacher class time.

SECTION 4 – MANAGEMENT RIGHTS

- A) The management and conduct of the business of the District, including the employment, assignment, direction and management of all employees of the District and the formulation and implementation of policies, rules and regulations governing the educational program and services of the District, are the exclusive right and responsibility of the Board, provided however, that such rights shall not be exercised in a manner which is contrary to or in conflict with the express provisions of this agreement.
- B) The rights, authority, duties and responsibilities of the Board shall be limited only by the specific and express terms of this agreement, laws of the State of Washington, and responsibility of the Board to bargain in good faith on wages, hours, terms and conditions of employment as defined by RCW 41.59.

SECTION 5 – JOINT MEETINGS

District and association representatives shall meet no less than quarterly (September, November, February, April), unless mutually agreed otherwise. Meetings will be held at mutually determined times and places to monitor contract administration and enter into mutual problem identification and problem solving in an effort to maintain a positive working relationship between the parties. It is the desire of both parties to resolve issues concerning administration of the agreement at the lowest possible level. Therefore, individual or single site issues should, whenever possible, be addressed first to the building administrator. Such meetings shall not be collective bargaining sessions regarding this or successor contracts.

ARTICLE III **PERSONNEL**

SECTION 1 – EMPLOYEE RIGHTS

- A) **Employee Rights to Bargaining Unit**
Employees shall have the right to self-organization, to form, join and or participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee by reason of his participation or lack thereof as a member of the Association, or his institution of any proceeding under this agreement.
- B) **Non-Discrimination**
The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

SECTION 2 – ACADEMIC FREEDOM

All certificated employees shall enjoy the right to pursue academic study and investigation free from interference and restraint. Certificated employees shall be free to present instructional materials, to interpret facts and ideas concerning human society, the physical and biological world and other branches of learning within the course of study and instructional program developed by the District's Curriculum Committees and adopted by the Board. Copies of the course(s) of study, Washington State Learning Standards, and the instructional program(s) shall be available to certified employees.

The need to adapt the course of study and the instructional program to meet the needs of individual students will be recognized by the board.

Certificated employees shall present all facts of controversial issues in an objective manner.

SECTION 3 – PERSONNEL FILES

- A) The District shall maintain the personnel file for each certificated employee at the District Central Office. Certificated employees shall have the right to review their personnel files.
- B) Employees shall be notified and may request a copy of any material, other than transcripts and record keeping, placed in their personnel file at the time of such placement. Employees shall have the right to review, initial, and attach comments to any material being made a part of his/her personnel file. Upon the request of the employee, any derogatory material will be destroyed after five (5) years from date of placement in the file, in the event that the cause for such material has been satisfactorily corrected, unless prohibited by RCW 28A.400.301.
- C) The personnel files of the certificated employees are confidential. Such personnel files shall be available for inspection only to supervisory personnel, confidential employees of the District, the individual certificated employee and the employee's authorized representative.
- D) When an investigation is conducted relating to a charge of misconduct against an employee and the charges are proven to be false, all investigative documents shall be destroyed.
- E) There shall be no separate personnel files kept by the District. The District Superintendent shall be responsible for the safeguarding of the personnel files.

SECTION 4 – WORKING FILES

Principals may have a "working file" for various administrative matters. Nothing regarding an employee shall remain in the working file over one year from its inception.

SECTION 5 – EMPLOYMENT, ASSIGNMENT AND TRANSFER

The District and Association agree that it is in the best interest of both parties to hire and retain the most qualified staff possible.

- A) The employment, assignment and transfer of all employees of the District are within the exclusive right and responsibility of the Directors of the District. The Superintendent shall have the right to assign and transfer personnel of the District to meet the educational programs and needs of the District provided the following procedure is followed:
 - 1) Transfer and reassignment within the District shall be made in such a manner as to best meet the needs of the District educational program provided that the District shall also consider the personal convenience and preference of the employee.

- 2) The quality of the employee's work, related experience, and the certified employee's overall evaluations have been basic or better.
 - 3) An endorsement for the position to which the employee is to be assigned unless the District determines the need to assign the employee in an out-of-endorsement area.
 - 4) Any employee being transferred through district recommendations, in which the employee resists the transfer due to the lack of minimum qualifications (as set forth in Section 5, A, 3 above), or the employee has not worked in the area to which he/she is being transferred for a minimum of three years, the district will provide training at District expense for a maximum of 24 credits, not to exceed the cost of 24 credits at an accredited school. Any credits paid for by the district will be at the discretion of the district. The employee is obligated to work in this area for a period of at least one school year.
 - 5) The flow of students moving through grades K-12 may create the need or necessity to transfer teachers to different grade levels or different buildings in order to meet the needs of students, classrooms, and the District. The goal is also to keep employed any teachers who might be displaced by the flow of students. Any position that comes available as a result of students flowing through the system is not considered a vacancy or new position. When a current teacher is displaced and needs to be reassigned or transferred to a different teaching assignment they will be considered first.
- B) Certificated employees interested in changing assignments should indicate on the annual Staff Interest Survey or request a transfer or reassignment within the District by filing a written request with the Office of the Superintendent. An "Assignment" shall mean placement of an employee in any position within the bargaining unit.
- 1) A notice describing preliminary projected District staffing needs for the coming school year will be developed and shared prior to May 15 annually. This notice will be sent to all certified staff, along with the Annual Staff Interest Survey. All certified staff will be asked to return the survey. Those teachers desiring to move to another teaching assignment can indicate their interest of new assignment(s) on the survey. Surveys will be tabulated. Should it become necessary to transfer teachers with the flow of students, those teachers expressing an interest in changing teaching assignments will be given full consideration before such transfers are determined by the administration.
 - 2) It is agreed that the building administrators are responsible for making any necessary transfers. It shall be the building administrators' right, if transfers are necessary, to give consideration to keeping current staff employed within the building.
- C) Individuals who notify the District of their intent to retire or separate from service at the end of the current school year (i.e. a teacher leaving the District) and submits an official letter of resignation shall be issued an incentive equivalent to four (4) days at (their) per diem rate if received by January 1st; or the equivalent of three (3) days if received by February 1st; or the equivalent of two (2) days if received by March 1st.
- D) The District shall give notice of vacancies sufficiently in advance to enable District employees to submit an application and to have first consideration for such vacancies that they qualify for. Certificated employees within the District who are interested in the vacancy shall submit an application to Human Resources. All vacancies shall be filled by the person whose qualifications and credentials best meet the needs of the District.
- 1) **Vacancy:** a vacancy is an open position after reassignments and transfers have been made.
 - 2) **New Position:** A "new position" is when the District is currently understaffed to meet its needs and the position is not currently in existence, but must be created to meet the needs of the students.
 - 3) **Filling Vacancies and New Positions:** "vacancies" and 'new positions' will be posted within the District for five (5) days according to Section 5.D The following criteria will be followed regarding current qualified employees who apply from within the bargaining unit to fill a vacancy or new position:

- a) Each qualified applicant interested in the vacancy or new position will be required to submit a letter of interest to Human Resources.
 - b) All currently employed qualified applicants applying for the vacancy or new position shall receive an interview.
 - c) Consideration will be given to part-time employees.
 - d) After June 15, the District may go directly to the established pool of qualified applicants and advertise inside and outside the District simultaneously. However, first consideration will be given to inside qualified applicants(s) before considering outside qualified candidates. After August 1, the District may hire immediately for a vacant or new position.
 - e) When posting vacancies or new positions, the District will list desired or preferred qualifications for the position. However, all of the candidate's qualifications will be considered by the principal or director. The person hired will be the one that best meets the needs of the District's educational program.
 - f) All applicants who were interviewed for the vacancy will be notified when the position had been filled.
- 4) **Vacancies and New Positions in Relation to Reduction in Force:** If the District is in the Reduction in Force mode, the District shall place person(s) targeted for non renewal or involuntary transfer in an employment pool. Under Article VII, Section 1.G.3., a person in the employment pool shall be transferred into a vacancy or new position if he/she is qualified to fill such position without opening the position to the bargaining unit. If such position is not accepted by the person in the employment pool, such person is dropped from the employment pool (Article VII, Section 1, G.4).
- 5) **Informing Staff Who Desire to Move to a New Teaching Assignment, or Apply for a Vacancy, or New Position:** Vacancies and new positions will be posted for five working days during the school year. Should any vacancies or new positions develop after school is out, the District Office shall post available positions on the website and e-mail "all staff" notices of openings at their district e-mail addresses (district staff group e-mail).
- 6) **Filling "Late Vacancies":** the District has the discretion to fill "late vacancies" that occur after the commencement of the school year with a fulltime employee or hire a temporary employee. If the "late vacant" position is to be filled with a temporary employee, so as not to disrupt the educational process, posting within the bargaining unit will not be required. However, such plans shall be communicated to the EEA President. The employee will be hired on a temporary basis and duties would terminate upon District discretion. If the District decides to continue with the new position, thus converting the temporary position to a permanent position, such position shall then be posted for five (5) working days within the bargaining unit. Posting for the permanent position may occur so that the position may be filled prior to the second (2nd) semester or prior to the beginning of the ensuing school year. If a current permanent employee meets qualifications and is hired for second semester, he/she will be required to take a leave of absence from the current position being vacated. The vacated position would be filled with a temporary employee until the permanent position can be posted prior to the next school year.
- 7) **"Involuntary Transfer"** shall mean a change of position that comes about as a result of action initiated by the District. Employees being transferred involuntarily will be provided with a written explanation of the rationale for such transfer and the opportunity for a meeting with the administrator(s) making the transfer before the transfer has taken place.
- E) Employees shall be notified, in writing, by May 30, or as soon as possible, of any changes in their teaching assignment for the ensuing year.
- F) **Interviewing Inside and Outside Candidates for Certified Positions**
- 1) Department and/or grade level chairs are expected to provide input to supervisors regarding pre-selection criteria for vacated and new certified positions open within their department or grade level.

- a) It is the responsibility of the department and/or grade level chair to solicit input from and communicate with other faculty in the department or grade level regarding preselection criteria.
 - b) The department and/or grade levels represented agree that the selection of candidates for interview, scheduling of the interviews, and checking references of candidates is the sole domain of the administration.
 - c) Input from department or grade level chairs regarding filling classified positions may be considered by the administrator.
- 2) One department, grade level, or ad hoc chair, or other faculty member (mutually selected by the respective chair and principal/administrator) will be included on the interview team when hiring a certified person.
- a) The principal, at his/her discretion, may choose to appoint more than one departmental faculty member to serve on the interview committee, but this is not the expectation.
 - b) Certified transfers necessary to meet the needs of the District and the flow of students moving through the system are solely the domain of the administration and board of directors as explained in Article III, Section 5
 - c) When a certified vacancy or new certified position is to be filled by an in-house candidate, before such position may be posted or opened to the public for outside applicants, interviews of all qualified in-house candidates will be completed by the administration.
- 3) Participation on the interview committee is voluntary on behalf of the department, grade level, or ad hoc chair. Regarding the interviews:
- a) The principal will notify all members of the interview committee regarding the dates and times of all interviews.
 - b) A substitute will be provided to release the teacher to serve on the committee if interviews are held during the regular school day.
 - c) During the summer or other vacations, every effort will be made to notify committee members of the dates and times of interviews.
 - d) If interviews are held outside the regular school day or outside the teacher's normal work year, the teacher will not be paid for his/her participation on the interview team.
 - e) Members of the interview team are encouraged to attend all of the interviews so their input or suggestions are based on a comparison of all candidates.
 - f) The principal is responsible for the format and direction of the interview, as well as the selection process and selection criteria.
 - g) Each member of the interview team is allowed to ask additional questions.
 - h) Every effort shall be made to schedule interviews when all members of the interview team can be present. However, due to unforeseen or rare extenuating circumstances that may be out of the school's control, there may be times when this is not possible.
- 4) Members of interview teams are encouraged to provide verbal input or suggestions. The faculty recognizes that its involvement in the interview process is advisory only and their input will be considered by the building principal/administrator just as input from any other committee member on the interview team will be considered. Teams attempt to make hiring decisions based on consensus. However, after all discussion is considered, it is agreed that the final decision on which candidate is hired is left to the discretion of the principal.
- 5) The same level of professionalism on the part of all interview committee members must carry over after the interviews are completed. Regardless of which candidate a particular team member may have wanted, each team member will support the person hired. Voicing preferences or reservations outside the interview team is inappropriate.
- 6) **Interviewing of Outside Candidates Applying for Administrative Positions:** Certified staff will be included in the hiring process when administrative positions are posted for applications of candidates not employed by the Ephrata School District. Certified staff (representing different program interests) will be selected by the Superintendent (attained through recommendations of the building, program area, or the department) to serve on the interview team. The process will include reading applications and serving on the interview team. The staff involved will give their input to the Superintendent or designee. G. Teacher Hiring EEA will designate one member to

attend each job fair as part of the District team to provide input on potential candidates. The designated EEA representative will be given as much notice as possible in order to gather input from the building membership.

G) Teacher Hiring

EEA will designate one member to attend each job fair as part of the District team to provide input on potential candidates. The designated EEA representative will be given as much notice as possible in order to gather input from the building membership.

H) Department and Grade-Level Chairs

Department chairs shall be established at the middle school or high schools. Likewise, one chairperson per grade-level shall represent each elementary school (see Appendix 3).

Each department or building grade level shall elect its chair. The role of the chair shall be that of a liaison between the administration and faculty, a facilitator at departmental meetings, and may be chosen as a participant in the interview process for outside certified candidates.

- 1) The purpose, function, responsibilities, and operation of a department or grade level chair will be determined jointly between staff and the principal in each building. Department and grade-level chairs are expected to provide leadership to Professional Learning Communities (PLCs), grade-levels, and/or departments in meeting annual building and District improvement plans and PLC goals. Department and grade-level chairs are also responsible for completing building-level forms established by the principal in each building.
- 2) The administrator will work closely with the department or grade-level chair to accomplish common goals. Department or grade-level chairs will be paid a stipend of six hundred dollars (\$600) each per year in performance of their duties. Therefore, no faculty member should feel compelled to accept the position or continue in that capacity beyond his/her desire to do so. However, in accepting the position of department chair, the employee agrees to fulfill the duties to the best of their ability. Should the administrator determine the employee has not carried out the requirements of the position as outlined in G.1 above, the administrator shall ask the department to select a new chair the following year.
- 3) If the chairperson or other teacher is requested by the administrator to complete committee work (for example, curriculum, assessment, testing, or textbook selection committees) beyond regular staff meetings as described in Article V, Section 1, K, 4, and that extends beyond the regular school workday or work year, they shall be paid at curriculum rate for a predetermined number of hours for work performed.

I) Grades K-8/ RTI Teams

If the Ephrata School District elects to offer Response to Intervention Team (RTI) programs in their schools, the following shall be followed:

RTI teams listen and make recommendations to teachers about what differentiated specialized instruction and interventions are necessary to help the “referred student(s)” succeed.

- 1) Grant, Columbia Ridge, Parkway and the middle school each have a “Response to Intervention Team” that will meet not more than 30 times during the school year (generally once per week x .75 hours x curriculum rate) to address social, emotional, and academic needs of specifically identified students.
- 2) Referring Teacher(s): Students are referred to the RTI teams by typically 1 (or sometimes 2) “referring teachers” at Grant and Columbia Ridge, and potentially 2-4 referring teachers at Parkway and the middle school. Referring teachers are paid for their time (@ curriculum rate) only while in attendance at the RTI meeting per timesheet.
- 3) Grades K-8 RTI Teams: Grant and Columbia Ridge may award up to eight (8) RTI Team positions per year (counselor, Title teacher, special education teacher, and one teacher per K-4 grade level). Parkway and the middle school may award up to five (5) RTI team positions

(counselor, Title teacher, special education teacher, and two general education or grade level teachers).

- 4) RTI Support Teachers: Support teachers may be invited to attend some of the building RTI meetings. If support teachers (Math TOSA, ELA TOSA, School Psychologist, Speech Language Teachers) are asked to attend, they have to “Flex” or “Adjust” their work schedules rather than receive extra pay.
- 5) RTI team members are expected to attend not more than 30 RTI meetings during the school year not to exceed .75 hours each beyond the contracted day. Building principals will work with their building’s staff to schedule meetings in advance on the RTI calendar for consistency.

J) Grades K-6 PBIS Team

If the Ephrata School District elects to offer Positive Behavior Intervention and Supports(PBIS) in its schools, the following shall be followed:

Grant, Columbia Ridge, and Parkway will each have a Positive Behavior Intervention Supports (PBIS) team consisting of seven (7) members that will meet once per month (nine meetings x 1 hr x curriculum rate).

SECTION 6 – INSURANCE

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board). Information on this benefit will be provided to the employees during its benefit fair.

A) Availability

- 1) Qualified employees who work or will work a minimum of 630 hours during the year.
- 2) Open enrollment begins on October 1 and through November 15 per SEBB
- 3) Employees are responsible for enrolling online or with forms provided by SEBB.

B) Benefits

- 1) Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. The Health Care Authority carve-out is absorbed into these benefits.
- 2) Employees may select a carrier approved by SEBB

C) Premiums

- 1) The district shall pay their portion of the employee premium as established by SEBB.
- 2) Employees will be responsible for their portion of the premium.
- 3) Any additional premium surcharges will be paid by the employee.

SECTION 7 – PROTECTION AND PRIVACY

A) **Employee Protection:** Any employee who is threatened with bodily harm by an individual or group as a result of performing assigned duties, will immediately notify the building principal or supervisor who shall take appropriate steps in cooperation with the employee in an effort to help provide for his/her safety and assist in contacting law enforcement authorities, if appropriate. Employees may use reasonable measures with a student, patron, or other person as is necessary to protect himself/herself from attack, physical abuse or injury, to prevent damage to district/personal property or to insure the safety of others.

B) **Liability Insurance:** The District shall provide liability coverage for employees acting within the scope of their employment as required by law to the extent of coverage provided under the District’s Insurance Policy.

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- C) Employees who are absent from work and unable to perform their duties as a result of physical injury resulting from assault or attack by a student, when such employee is receiving L & I compensation, shall have L & I compensation supplemented by the District for up to a maximum of 60 days before personal sick leave is used to supplement L & I compensation.
- D) The District shall investigate and take appropriate action when an employee complains that they have been sexually harassed. Following District investigation, the District shall give the complaining employee a written report of the findings and recommendations.
- E) The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement, excluding legitimate requests that are in compliance with public disclosure records law under RCW 42.56.
- F) Representatives of commercial concerns, such as insurance companies, financial counselors, fundraisers, etc. shall be permitted to attend and address special voluntary staff meetings with consent of majority of faculty.
- G) **Information to Teachers and Security Officers:** The principal shall make every reasonable effort to inform each teacher and security officer (RCW 13.40.215), who in the judgment of the principal has the need to know, of information concerning any student who has a consistent and/or unusually violent history. The principal shall provide this information in a timely fashion based upon written records that the principal maintains or which they receives from a law enforcement agency to the extent required under RCW 13.04.155.

SECTION 8 – TAX SHELTERED ANNUITIES

The District agrees to deduct from the salaries of certificated employees, for whom the Association is the recognized bargaining agent, contributions to tax sheltered annuity programs upon receipt of written authorization from such employee. Sums which are so deducted from the certificated employee's salary will be forwarded in accordance with written authorization received from the certificated employee.

SECTION 9 – STUDENT DISCIPLINE

- A) The District will support its employees in the maintenance of order and discipline provided the employee's actions are in accordance with the guidelines of the State Board of Education and state law. The Superintendent or his designee shall give prompt attention to all employees' requests with regard to disciplinary problems.
- B) Once the administrator is aware of a student(s) who has exhibited documented violent behaviors, as permitted by law, he/she/they shall inform those employees who will be working directly with the individual(s) of such behavior within five (5) working days. Employees shall also be notified of students on a 504 accommodation. Employees shall also be provided with specific information about the known behavior pattern(s) of the student(s) and may meet with the supervisor or designee to discuss strategies for managing these behaviors prior to the assignment. Employees shall adhere to confidentiality under FERPA.
- C) District teachers, in accordance with Chapter 392-400 WAC, including WAC 392-400-330 & 335 and RCW 28A.600.010 & 020, may exclude a student from the teacher's classroom or activity area for behavioral violations that disrupt the educational process while the student is under the teacher's immediate supervision. The teacher must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.

SECTION 10 – JUST CAUSE

- A) No certificated employee shall be disciplined without just cause.
- B) Any complaint against a certificated employee, which is going to be investigated, will be promptly called to the attention of the employee against whom the complaint is made, unless such complaint pertains to an alleged criminal act or illegal activity, or a violation of the code of professional conduct that may require investigation, including by an outside school agency such as the school district's insurance company or other legal jurisdiction.
- C) Employees may be subject to disciplinary action following an investigation, including speaking with the employee. Discipline shall be administered in a fair manner using a progressive discipline process. Progressive discipline may be applied in the following order and includes a verbal warning with written acknowledgment, written warning, letter of discipline, suspension without pay, and discharge. The Parties understand that in any progressive discipline process there may be incidents of behavior that constitute grounds to supersede that process.
- D) Any employee subject to a situation where disciplinary sanctions are being recommended by any agent or representative of the Board shall be advised of the basis for such action. Upon request by the employee, the substance of the disciplinary action shall be reduced to writing with a copy delivered to the employee.
- E) A certificated employee shall be entitled to have a representative of the Association present in any situation where disciplinary sanctions are being imposed by the Board, or by any agent or representative thereof. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. An employee shall be entitled to present evidence supporting his/her position.
- F) In the event discipline of any employee results in notice of discharge, or in the event an employee is given notice of non-renewal of contract, the employee may elect to pursue his statutory remedies, or in the alternative the employee may elect to proceed under the procedures hereinafter set forth, in which case both parties will be bound by the results thereof and the employee will be deemed to have waived his/her statutory remedies.
- G) In cases of discharge, non-renewal or adverse effect of contract, an employee, who gives written notice to the Board, shall have the issues determined by a hearing officer who shall be a member in good standing of the Washington State Bar Association. If the parties cannot agree on a hearing officer, the hearing officer shall be selected from a panel of five qualified persons obtained from Public Employment Relations Commission. Starting with the employee and proceeding alternately the parties shall strike two names each until there is one remaining and they shall be the hearing officer.

The hearing shall be conducted as provided in RCW 28A.58 (SHB 1364 Sec (5) (6) (7)). The hearing officer shall make findings of fact, conclusions of law and a decision, which shall be binding on the parties.

SECTION 11 – TRAVEL REIMBURSEMENT

- A) Certificated employees who attend approved conferences and professional development shall be entitled to reimbursement for travel expenses, registration fees, meals, lodging and the necessary actual expenses in accordance with District Policy. Request for approval shall be submitted to the District Superintendent through the employee's supervisor. In the event such meetings and conferences occur on contract days, the District shall provide substitutes when necessary and the employee shall not suffer loss of pay.

- B) When an employee is required by the District to use his/her personal car to fulfill his contract obligation with the District, or is using his/her personal car on approved District business or conferences or meetings, mileage will be reimbursed at the rate established under RCW 43.03.060 for state employees.
- C) Incidentals. Each employee shall be allowed the option to use a purchase order to obtain supplies, materials and equipment. These purchase orders may be used locally or at out-of-town conferences or professional development.

SECTION 12. WORK LOAD

- A) The District shall maintain class size and load limits as follows:

Grade Level	Load Limit	Overload Limit
K		21
1		21
2		21
3		23
4		27
5		28
6	160	28
7-8	168	30
9-12	168	30*

*Weight training classes shall have a workload limit of 34

If the state reduces or withdraws the funding enhancement for Grades K-3, which is earmarked to decrease class sizes at grades K-3, the District reserves the right to adjust the class size maximums according to the new state-funded levels.

B) Class Sizes

- 1) The District shall attempt to maintain class sizes at a optimum level for learning, provided that the District and Association agree that traditionally large group classes, small advanced classes, experimental classes or classes regulated by state statute or regulation shall be exempted.
- 2) The number of students shown on the official class roster when the monthly count is taken will determine class size.
- 3) Every reasonable effort will be made by the District to supply enough workstations in those classes requiring individual student stations for learning, such as computer labs or art classes.
- 4) Whenever a workload exceeds the maximum sizes listed in this section the District shall make every reasonable effort to reduce or balance the workload within ten (10) working days. The District may employ any means it determines appropriate to correct a workload problem, including but not limited to transferring students, adding additional or combining classes, adding staff, restructuring of course offerings or any other action that the District believes will resolve the problem.

- C) Overload Procedure: Overload pay is paid when class size exceeds the overload limit as shown in the table above.

D) The Priority for Resolution of Overload

- 1) Transfer of students
- 2) Provide stipend to teacher involved or aide time
- 3) Dividing class and adding employee time
- 4) If an overload occurs in a regular elementary classroom; (K-5, see above limits) the teacher will be given an option of one-half hour of aide time per day per student OR receive one-half hour of extra pay per day per student at \$14.00 per hour.

If an overload occurs in a regular secondary classroom; (6-12, see above limit) the teacher will be given one-third hour extra pay per student per day at \$14.00 per hour.
Overage for advisory periods in grades 6-12 will be calculated in the following manner:
(Total students without advisory + (Total advisory students x .55)) – 168 (or 160)=Overage

E) **Minimum Loads and Class Sizes**

If a teacher has less than a minimum of 115 classroom students per day or less than 14 classroom students per any one period after final class changes in the fall, 1] a committee of 2 teachers appointed by EEA and a counselor/scheduler may be formed which will meet with the building principal involved in an attempt to add students to the affected teacher's class load and 2] a recommendation will be written by the committee to the superintendent as to whether the affected class or program be retained or dropped for the following year based upon a past year's enrollment survey.

- F) Both the District and the Association acknowledge that the State Legislature and the State Superintendent of Public Instruction may establish new guidelines for class size and pupil-teacher ratios, and agree that in the event new guidelines are so established, this agreement shall be modified to conform thereto. In the event the district is required to invoke the procedures under Article VII, Staff Reduction and Recall, class sizes may be modified to meet the program requirements and the pupil population.

G) **"Zero Hour" and "Extra" classes**

A "Zero Hour" class is a District-approved class taught outside of the regular school day at the District's request, either before school begins or ends. An "Extra" class is taught during the school day. "Zero Hour" classes can be either teacher or District requested. An "Extra" class is taught during the school day at the District's request in lieu of a teacher's regularly scheduled plan time. In both cases, the EEA President and teacher will receive written notice of the District funding the "Zero Hour" or "Extra" class for the current school year. In both cases, the rate of pay is the per diem rate as outlined in the contract. In the case of an "Extra" class, there is a presumption that planning, for which a full-time certified employee is paid, is conducted on the teacher's own time outside of regular school hours.

SECTION 13 – SCHOOL CALENDAR

- A) A District Calendar Committee consisting of one administrator, one EEA representative, and one PSE member will work together to develop up to four options for the next year's calendar. When the Calendar Committee has finalized the choices, all the members of the EEA and PSE will be surveyed by January 15 (or the closest workday thereafter if January 15 falls on a weekend) to identify their first preference. It is understood that (1) the calendars presented for the survey will be the sole product of the Calendar Committee, (2) the surveys will be collected and tallied by the Calendar Committee, and that (3) the result of the survey will be announced to the EEA and PSE memberships. The superintendent or designee will then share the results of the survey and present the calendar committee's recommendations to the School Board, which will make a final determination of the calendar during its regular February meeting. Both parties agree that the recommendation of the Calendar Committee is advisory, and that final decision regarding the school calendar rests with the School Board.
- B) The calendar committee may also develop "two-year" calendar options to be considered by the bargaining units and school board.
- C) The opening school days, professional development days, and initiative days will be adopted in the District's annual calendar as per Article V, Section 1, Paragraph E.1 of this contract.

SECTION 14 – SOCIAL MEDIA

- A) The Parties acknowledge the extraordinary impact that threats and harassment through electronic media has on the educational process. Offenses such as, but not limited to, harassing or inappropriate email messages, websites, false electronic text messages or other technological misconduct that threaten the safety and/or reputation of the employee may be charged and/or disciplined in accordance with District policy and state law.
- B) Employees are expected to follow the student disciplinary process in accordance with District policy and report such incidents to a building administrator as soon as possible. These offenses against employees will be considered exceptional misconduct which can lead to disciplinary action up to and including long term suspension and/or expulsion whenever appropriate and in accordance with student due process rights. The District shall follow federal and state law when disciplining special education students.
- C) When reported, the principal or district administrator shall follow District policy and procedures when reviewing the incident and imposing any consequence. If the administrator is permitted by state and/or federal regulations, they will share relevant information back to the employee regarding what action, if any, has been taken.
- D) Employees are free to exercise their personal legal rights and alternative courses of action concerning cyber threats and harassment.

SECTION 15 – CLASSROOM VISITORS

The district will follow school board policy related to classroom visitors

See the following...

- (RCW 28A.605.020 Parents' access to classroom or school sponsored activities – Limitation).
- Policy 4200 Community Relations
- Procedure 4200 Safe and Orderly Learning Environments
- Policy 5630 Volunteers

ARTICLE IV
PERSONNEL LEAVES

SECTION 1 – SICK LEAVE

The Ephrata School District shall provide employees with sick leave that is consistent with state law.

- A) A total of twelve [12] full working days per year, with full pay, shall be granted each full-time certificated employee as sick leave. Such sick leave shall accrue to the employee as of the first day of the school district contract calendar of each year and accumulate from the date of employment. This leave may be used in hourly increments.
- B) Certificated employees under contract with the District as less than full-time employees shall be granted sick leave in the same proportion as their part-time contract bears to a full-time contract. Certificated employees contracting with the District after the beginning of the fiscal year shall be granted sick leave on a pro-rata basis as their contract bears to full-time contract.
- C) Sick Leave Usage:
 - 1) Employers must allow the use of accrued sick leave under the following conditions:
 - a) An employee's mental or physical illness, disability, injury or health condition has incapacitated the employee from performing required duties;
 - b) to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;

- c) or an employee's need for preventive medical care; by reason of exposure of the employee to a contagious disease when the employee's presence at work would jeopardize the health of others;
 - d) When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such reason.
 - e) To allow an employee to provide care for a family member with a mental or physical illness, injury or health condition;
 - f) care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition;
 - g) or care for a family member who needs preventive medical care.
 - h) For family care emergencies per WAC 357-31-290, including
 - i) Minor/dependent child care emergencies such as unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal.
 - ii) Elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.
 - iii) When an employee is required to be absent from work to care for members of the employee's household or relatives of the employee or relatives of the employee's spouse/registered domestic partner who experience an illness or injury, not including situations covered by subsection (c)(iv) of this section. For purposes of this subsection, "relatives" is limited to spouse, registered domestic partner, child, grandchild, grandparent or parent.
 - i) If the employee or the employee's family member, as defined in chapter 357-01 WAC, is a victim of domestic violence, sexual assault, or stalking as defined in RCW 49.76.020. An employer may require the request for leave under this section be supported by verification in accordance with WAC 357-31-730;
 - j) In accordance with WAC 357-31-373, for an employee to be with a spouse or registered domestic partner who is a member of the armed forces of the United States, National Guard, or reserves after the military spouse or registered domestic partner has been notified of an impending call or order to active duty, before deployment, or when the military spouse or registered domestic partner is on leave from deployment; or
 - k) When an employee requests to use sick leave for the purpose of parental leave to bond with a newborn, adoptive or foster child for a period up to eighteen weeks. Sick leave for this purpose must be taken during the first year following the child's birth or placement.
 - l) Employers **may** allow the use of accrued sick leave under the following conditions:
 - i) For condolence or bereavement;
 - ii) When an employee is unable to report to work due to inclement weather in accordance with the employer's policy on inclement weather as described in WAC 357-31-255; or
 - iii) To bond with a newborn, adoptive or foster child for a period beyond eighteen weeks as allowed in subsection (1)(i) of this section. Sick leave for this purpose must be taken during the first year following the child's birth or placement. The total amount of sick leave allowed to be used, beyond subsection (1)(i) of this section must be addressed in the employer's leave policy in accordance with WAC 357-31-100.
- D) In the event of other emergencies not covered in the above provisions, which make it impossible for the employee to be at work, sick leave may be granted at the discretion of the Superintendent or designee.
- E) The Superintendent or designee may, at any time, require a licensed healthcare provider's documentation of proof of illness/injury or documentation of release to work. If such verification results in extra expense to the employee, the cost shall be borne by the district.

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- F) A certificated employee who knows in advance that he/she will be absent for medical purposes should notify the immediate building supervisor.
- G) The District shall provide the employees an annual accounting of sick leave accumulation on a monthly basis through their payroll warrants.
- H) An employee who has used all accumulated sick leave and continues to be disabled to the extent that he/she cannot fulfill his/her contract obligation may apply for and shall be granted staff leave for the remainder of the contract year if qualified under Section 1-C-E of Article IV.
- I) If requested by teacher, the principal will make every effort possible to replace the paraprofessional during their absence.
- J) Annual Sick Leave Buy Back Option: Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days of accumulated unused sick leave **as provided in WAC 357-31-150**. The District shall notify eligible employees in January of each year.
- K) Death or Retirement Sick Leave Buy Back Option: At the time of separation from employment due to a retirement or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.
- L) **VEBA**
The District shall offer certificated staff with the benefits of a VEBA program in a manner that follows state law.

Employees may find information on VEBA (Voluntary Employee's Beneficiary Association), at the following link: <https://www.veba.org>

The District has adopted the VEBA sick leave conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. The District shall notify eligible employees in January of each year.

It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

Retirement Sick leave conversion: For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.

The Association will vote annually to either cash out or contribute the dollars to VEBA.

The District will evenly distribute \$20,000 annually to its members' VEBA accounts in July.

SECTION 2 – SICK LEAVE SHARING

The Ephrata School District shall provide employees with a leave sharing program that is consistent with state law.

Refer to RCW 41.04.665, WAC 357-31-390. RCW 41.04.655

Note: For purpose of this section only, “employee” shall mean a member of the bargaining unit represented by EEA. However, “employee” will also mean employees from other classifications should they wish to adopt the “Sick Leave sharing Policy”.

- A) **Bank Established:** the parties hereby establish a Sick Leave Bank herein after called “the Bank,” which shall be operated under the terms and conditions of this section.
- B) **Purpose:** the purpose of the Bank shall be to provide employees the means to come to the aide of another employee(s) who suffers from, or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services which has caused or is likely to cause the employee to take leave without pay or to terminate his/her employment. A staff member does not have to deplete all annual and sick leave reserves; and can maintain up to forty (40) hours of sick leave in reserve. Except for bookkeeping and paperwork costs incurred by the District, implementation of this program shall be cost neutral to the District.
- C) **Accumulation:** an employee who has an accrued balance of more than twenty-two (22) days is allowed to transfer sick leave into the Bank. Such employees are allowed to transfer whole or partial day increments. Unused leave will not be returned to the employee. All of these days will remain in the bank until they are used.
- D) No employee may contribute from his/her accumulated sick leave an amount that to share this Bank and its procedures among other approved employee groups. would cause his/her accumulation to drop below twenty-two (22) days. No employee may draw more than a lifetime maximum of five hundred twenty-two (522) days from the bank while employed during total District employment. Bank days may be used only by members of the employee group or approved school district groups. No employee may be compelled to participate. The EEA agrees to share this Bank and its procedures among other approved employee groups.
- E) **Administration of the Bank:** each September 1, each participating employee group shall name two (2) employees who shall form the Bank Administrative Committee (BAC). The function of the BAC shall be to promulgate, enforce, and administer rules and procedures for the orderly and fair collection and use of the Bank days, and which shall be subject to ratification by the School Board. Procedures shall allow employee to donate to a specific individual, or individuals, or to donate to the general pool. Any unused days donated to a specific individual or to the pool shall remain in the pool. Unused days will not be returned to the employee donating such sick leave. Further, BAC shall determine in each case of use of Bank days that the employee’s absence and use of Bank days are justified and that the employee has depleted or shall deplete his/her personal accumulated sick leave days. BAC shall solely determine the number of days granted from the Bank to each employee using the BANK days.
- F) **Status of Employees Using Bank Days:** while the employee is on leave using days from the Bank, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accumulated sick leave.

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- G) This provision shall be in conformity with rules and regulation as prescribed in RCW 41.04.650, and 41.04.665.

SECTION 3 – PERSONAL EMERGENCY LEAVE

- A) Personal Emergency Leave may be granted by the Superintendent to an employee with pay in cases of personal emergency of the employee or the immediate family of the employee and/or spouse. Paternal and adoption leave shall be considered Personal Emergency Leave. Such leave shall be charged against sick leave. [Immediate family is defined as any of the following: spouse, children, [both foster and natural], parents, [both foster and natural], guardians, brothers, sisters, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew]. For unusual circumstances the Board may extend personal emergency leave with pay.
- 1) **Bereavement Leave:** Each employee shall be entitled to a maximum of five (5) days leave with pay per year for absence caused by death of any of the following immediate family members: spouse, children (both foster and natural), parents (both foster and natural), guardians, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Such bereavement leave shall not be deducted from sick leave. Bereavement leave is non-cumulative. Additional bereavement or emergency leave days without pay may be granted the employee at the discretion of the Superintendent.
- B) Leave of any emergency nature in addition to that specified in Section 2.A. may be granted by the District in unusual cases where extreme hardship is evident, provided that such additional leave shall be without pay.
- C) In the event of serious illness or death of a person not in the immediate family of the employee, emergency leave with pay may be granted by the Board upon the recommendation of the Superintendent.

SECTION 4 – PREGNANCY DISABILITY AND PARENTAL LEAVE

Ephrata School District shall provide employees with Parental Leave that is consistent with state law.

- A) Employees may request up to twelve (12) weeks of parental leave.
- B) Parental leave will be granted by the District upon receiving written notice prior to the commencement of said leave. The written notice for maternity, bonding, or adoption leave shall include a statement as to the expected date of return to employment. The employee shall inform the District of the specific day when they will return to work. The employee shall take such leave within twelve (12) months after childbirth, adoption, or placement of a foster child. An employee requesting this leave may request and utilize accumulated sick leave, request shared leave, Washington State Paid Family & Medical Leave and/or may request that the leave be without pay for all or some of the duration of her/his leave. It will be the sole choice of the employee as to the order such leave(s) will be utilized.
- C) Exhaustion— In the event the employee decides to utilize his/her sick leave benefits and exhausts said benefits, then the employee shall be granted a leave of absence under Section 5, Leave of Absence.
- D) Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.
- E) **Family Birth Leave.** An employee is allowed up to three (3) days “paid” leave to be with their child for the birth of a baby. Definition of child in the immediate family includes biological, adopted, foster

child, stepchild, or a legal ward. This also includes under child, a person under or over the age of eighteen who is incapable of self-care for whom the employee stands in "in loco parentis" or in place of the parent. Such employee may use unused personal leave in conjunction with the three paid leave days.

SECTION 5 – CHILD REARING LEAVE

The District shall grant a child rearing leave, without pay, for the balance of any contractual school year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be placed in the position last held or comparable position with the District.

SECTION 6 – LEAVE OF ABSENCE

A leave of absence up to one year, without pay, may be granted by the Board of Directors to a certificated employee upon the recommendation of the Superintendent. No employee benefits or increment shall accrue during such leave of absence. The employee shall be reinstated by the District upon the expiration of the one-year leave of absence. Such employee must notify the District of his/her intent to return by April 15 or the next workday thereafter if the deadline falls on a weekend. The employee may request an extension of this deadline. If approved by the superintendent, the deadline shall not exceed the last workday of April. An employee reinstated after termination of staff leave shall suffer no loss of accumulated sick leave or position on salary schedule established prior to the commencement of the leave of absence. Such employee shall have a reasonable expectation of returning to his/her previous position unless a transfer (upon return) is necessary to meet the needs of the district as explained in Article III Personnel, Section 5. Employment, Assignment, and Transfer.

SECTION 7 – PERSONAL LEAVE

A) An employee may accrue up to five (5) days of personal leave.

- Get four (4) renewed annually
- Can carry over up to one (1) days for a total of five (5) personal days.

Any days / hours remaining at the end of the school year that are not carried over shall automatically be cashed out at the employee's per diem rate at the end of the school year for payment in their August pay warrant or put into a VEBA account.

B) General Personal Leave Provisions

- Part-time employees will be compensated on a pro-rata basis as their contract bears to F.T.E.
- Personal leave can be used in hour increments
- First come, first served means the date and time inputted into District's absence system
- For full consideration, personal leave requests must be submitted ten (10) working days in advance

The following provisions apply to the use of Personal Leave:

- 1) Two employees at a time per building may use up to five (5) consecutive days of personal leave at one time.
- 2) Up to three (3) teachers per building ~~to~~ may link their personal days to a holiday, which includes Spring Break, on a first come, first served basis.
 - a) This is separate from any teacher on a five (5) day leave.
- 3) Employees may apply for new leave on the first teacher day back of the ensuing school years.
- 4) Prior approval from the Superintendent or designee and the immediate supervisor is required to use personal leave during contracted work days prior to school, first week of school, the last week of school, and/or the day before or after Christmas or Spring Breaks.

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- C) Part-time employees will be compensated on a pro-rata basis as their contract bears to F.T.E.

SECTION 8 – JURY DUTY AND SUBPOENA LEAVE

- A) Leave of absence with pay shall be granted for jury duty according to Policy 5408. The certificated employee shall notify the District promptly when notification of jury duty has been received. On any day that a staff member is released from jury duty in Ephrata or is released as a witness by the court and four or more hours of the staff member's scheduled work day remain, the staff member is to immediately inform his/her principal or supervisor and report to work if requested to do so.
- B) Leave of absence with pay shall be granted when a certificated employee is subpoenaed to appear in a court of law following guidelines in Policy 5408, provided however, that the certificated employee so subpoenaed shall, if possible, determine and notify the District of the number of days required for court appearances. The leave herein granted is limited to those days upon which the certificated employee must be present in court for the purpose of giving testimony or participating in trial.
- C) This section does not apply when the employee is a plaintiff against the District. The employee must use leave without pay in such circumstances.

SECTION 9 – LEAVE FOR HOLIDAYS OF FAITH AND CONSCIENCE

Employees may request up to two unpaid days per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. The District will approve this unpaid leave unless the employee's absence would impose an undue hardship on the District. The District will follow School Board policy and Washington State statutes for implementation of this Leave.

SECTION 10 – ASSOCIATION LEAVE

- A) A pool of up to seventeen (17) days Association Leave shall be granted for Association business, as directed by the Association President. Association Leave may be taken in half day increments, provided that is specifically stated at the time of the request, otherwise all Association Leave will be considered full days.
- B) Request for any out of town leave provided in this section must be made in writing to the Superintendent at least five [5] days before the date of the request leave. Written request shall be routed through the building principal or appropriate supervisor. Any employee requesting such leave shall prepare and provide the substitute with adequate lesson plans and instructions.
- C) Any leave taken under this section shall be without loss of pay, provided that the Association shall reimburse the District for all substitute costs incurred upon being billed. If the Association exceeds the number of leave days allowed, any additional days used shall be reimbursed to the district at the actual per diem cost of the teacher, including benefits.
- D) Leave provided for under this section may be denied by the Superintendent if there is no adequate substitute available for the period of time requested.
- E) In the event that there is a determination by the Public Employment Relations Commission, or a judicial decision, that Association leave is unlawful or an unfair labor practice, leave as provided under this section shall terminate.
- F) The Association agrees to and will indemnify and hold the District and its Board of Directors harmless against any claim made or any suit instituted against the District or its Board of Directors resulting from or related to the granting of Association leave under this section. The Association shall have the

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right to select counsel in the defense of any suit against the District or its Board of Directors resulting from the granting of Association leave under this section.

- G) No more than three employees shall be permitted to be absent from the district at any one time on Association Leave.
- H) Any employee elected to a regional, state or national position shall be granted an additional two (2) days of release time, provided that the Association reimburses the District for such costs. Such leave shall not be deducted from Association Leave time.

SECTION 11 – POLITICAL LEAVE

- A) Any certificated employee campaigning for or elected to a political office shall be provided leave days for such activities. Such employee leave shall be without pay and benefits, provided however, that health, dental and other insurance can be kept in force at the employee's expense.
- B) Request for any leave provided in this section must be made in writing to the Superintendent at least five [5] days before the leave is to take effect. Any employee requesting such leave shall prepare and provide the substitute with adequate lesson plans and instructions.

SECTION 12 – WASHINGTON PAID FAMILY LEAVE

The Ephrata School District shall provide employees with Washington Paid Family Medical Leave consistent with state law.

Employees must provide written notice to the district at least thirty (30) days in advance if possible. PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below. Weekends, holidays and school breaks that fall within an employee's PFML leave do not count toward the employee's PFML entitlement. PFML may be used as follows:

- A) Family Leave:
 - 1) To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.
 - 2) To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
 - 3) Certain military-connected events
- B) Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.
- C) Under the following circumstances, benefits may be extended as follows:
 - 1) Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity
 - 2) Total of up to 16 weeks for combined medical and family leave
 - 3) Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity
- D) Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD. Website link: <https://paidleave.wa.gov>
- E) Employees may use accumulated sick leave to supplement PFML benefits up to an amount that results in no loss of compensation to the employee.

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- F) The District shall maintain their portion of medical benefits when an employee is on leave. The employee shall continue to pay the same out-of-pocket as prior to leave.

The cost of the premiums shall be split as per the RCW.

Employees may elect to use this leave after using an employee determined amount of sick leave and before accessing the provision of the Family and Medical Leave Act (FMLA).

ARTICLE V
CONTRACT AND SALARY PLACEMENT

SECTION 1 – CONTRACTS, WORKDAY AND PAYMENT

A) **Standard Employee Contract**

Individual contracts or employment agreements, other than supplemental contracts for extra-curricular activity assignment with certificated employees shall be on a standard form contract consistent with the laws and regulations of the State of Washington and the terms of this agreement. If any individual standard contract or employment agreement is inconsistent with or is in conflict with the terms and conditions of this agreement, the terms and conditions of this agreement shall be controlling during the term of this agreement.

Standard personal service contracts (Certificated Contract) “or Notification of Continued Employment in Lieu of an Actual Contract” paperwork shall be delivered to employees by the second Thursday in May of each school year. It is agreed that an employee who signs a standard personal service contract (Certificated Contract) “or Notification of Continued Employment in Lieu of an Actual Contract” with the District might not be released from the terms of that contract after the third Wednesday of June unless an acute emergency exists or a suitable replacement can be found.

B) **Partial Contracts**

Partial contracts may be detrimentally affected by cutting employee time because of the following:

- 1) Decrease in student enrollment
- 2) Funding cutbacks in program

C) **Length of Contract**

The length of the standard full time certified employee contract shall be the 180 state-funded schools days. Of the two days before the start of the standard contract, the day immediately before the start of the school year will be free of required meetings, scheduled in-service, or staff development activities so that employees may remain at their work sites preparing for the opening of school.

Included in the base salary are the following responsibilities:

- 1) grading and record keeping
- 2) preparation for the opening or closing of school
- 3) contact with parents other than student conferences
- 4) development of instructional materials
- 5) additional collaboration with peers
- 6) time related to TPEP
- 7) time working on student data and assessment
- 8) supporting student activities
- 9) participating in programs such as graduation and PTAs
- 10) participating in IEP meetings
- 11) completing require Safe Schools modules

Grades are due to the school office no later than three (3) school days after the end of each quarter, except for the end of the fourth quarter when grades are due by 3:15 p.m. the weekday after the last day of school.

Supplemental Stipends

Pay or compensation for services performed. Stipends will increase proportionately to increases in the base salary. Stipends are responsibility driven and time need not be documented.

Extended Contract

Extended contracts as noted in Appendix 2 include days that shall be worked either outside the regular workday during the year or on days immediately before or after the student year. Each employee will submit a calendar of their proposed workdays to their building principal or supervisor for approval.

D) **PLC**

If the Ephrata School District offers Professional Learning Communities (PLC) in it's schools, the following shall be followed:

The District and teaching staff believe that student learning improves when staff has time to plan, train and implement collaboratively. Professional learning communities organized by grade-level, subject area, or cross-curricular will use late-start Monday collaboration time for activities focused upon meeting District goals by enhancing student learning. Late start activities will include teachers working in collaborative groups to:

- understand data
- develop assessments
- implement new curriculum or District initiatives
- improve instructional skills or student interventions

Each building's Principal and Department and/or Grade level chairs will work as a team to mutually develop the agendas for late start Mondays, keeping in mind the purpose of this time is not for general faculty meetings or individual preparation by teachers. Each PLC group will keep a log of their activities as an artifact to be shared with other faculty members and administration.

E) **Time and Responsibility Stipends**

1) **Time:**

The following days (time) are mandatory and required of all teachers. Compensation will be paid in twelve monthly installments as part of the employee's regular pay check.

- a) **Opening School Days:** Three (3) Opening of School Days will be scheduled prior to the start of the school year:
 - Two (2) classroom/teacher-directed days, with the second day being scheduled the day prior to the first instructional day; and
- One (1) district meeting day
- b) A Student Centered Communication Day
 - Purpose
 - Time for teachers to discuss students
 - Discussion examples include, but are not limited to:
 - IEPs
 - 504s
 - Behavior concerns
 - Parent meetings
 - Other student data
 - Process
 - Building Leadership Teams will meet during the month of April to plan the use of the day for the subsequent school year.

- The plan will be written and submitted to the Director of T&L by the first Monday of May.
 - c) Certified staff will be compensated for one half day at their per diem rate for attending his/her open house. An employee who works in more than one building and attends both open houses shall work out their attendance at the open houses with their supervisors.
 - d) Three (3) days will be used specifically for district-provided professional development activities designed to improve curriculum, instruction, or assessment. The District will provide the in-service program on these days. These days will be scheduled as part of the calendar. In subsequent years the scheduling of these days will be adopted with the District's annual calendar.
 - e) Any additional board-approved days falling outside the agreed upon days above will be paid at the employee's per diem rate. With the exception of the three (3) Opening School Days, continued funding for all other extra days or stipends paid at the per diem rate are tied to passage of the Maintenance and Operations Levy
 - f) If the State fails to fund, or discontinues funding for any Professional Development day(s), those days will be deducted from the days in this section.
- 2) **Incentive:**
- a) The District will fund a pool of \$10,000 each fiscal year for incentive pay to employees pursuing their Professional Certification or a master's degree. The pool does not carry over into the next year.
 - i) In the event reimbursement requests exceed \$10,000 all reimbursements will be reduced on an equal percentage basis until \$10,000 is expended.
 - ii) An employee attending an accredited Professional Certification Program or Masters degree program through an accredited institution will be eligible for reimbursement up to a maximum of \$1,000 per year for tuition related to earned credits. The request must be submitted to the District Business Office no later than May 1st of the current fiscal year for reimbursement of the current school year or previous summer expenses.
 - iii) The total lifetime reimbursement for tuition related expenses listed above is \$2,000.
 - iv) Paid in May's check
- F) **Curriculum Rate of Pay**
The curriculum rate shall be paid per hour for those services performed outside school hours when certified employees' professional participation and/or presence are requested by the principal or director. This includes services for work performed outside the standard personal service contract and apart from the Supplemental Extended Contracts (Appendix 2), currently negotiated and listed throughout the contract, such as but not limited to student orientation, instructional and curriculum improvement meetings, and curriculum adoption. Payment will be made in the month following the hours/days worked after the required documentation has been submitted to the District Payroll Department by the appropriate supervisor.
- G) **Payment**
- 1) Certificated employees shall be paid one-twelfth [1/12] of their annual salary on the last business day of each calendar month following the opening of school with the last payment made the last business day of August.
 - a) Employees on extended day contracts or stipends (see Appendices 2 & 3) shall be paid in twelve equal monthly installments for the services they are providing during the time period for which they perform such services. In the event the total extended contract days are not worked, or in the case of stipends responsibilities are not completed, the financial amount for this time or responsibility will be deducted from future paychecks or the teacher will be responsible for paying back the money.
 - b) When pay raises are determined at times other than the beginning of the contract year, payroll adjustments retroactive to the beginning of the contract year will be made equally over the remaining months of the contract.

- 2) In the event of an overpayment to a certificated employee by the District, the District shall notify the employee of such overpayment and the employee shall then decide whether to return the overpayment in one month or have the deduction pro-rated over the remaining contract year.
- 3) Staff will be given the opportunity to supervise or manage events outside the normal contract day and will be paid on the following basis:
 - a) Supervision of students or adults involved in regular out-of-school activities will be paid at the rate of \$45.00 per event. Such events are athletic events (except track meets), dances, concessions, concerts, bike rodeo and the like. A mega event (an athletic event where two varsity contests are held back-to-back on the same day) will be paid at the rate of \$60.00 per event.
 - b) Managers of events defined/listed in a. (above) and including handling admissions finances at athletic contests will be paid \$65.00 for a regular event and \$90.00 for a mega event.
- 4) In the event the lack of a substitute teacher makes it necessary for an administrator to have a teacher or multiple teachers cover multiple classes simultaneously (their own and that of another teacher or other teachers), the teacher or multiple teachers will be paid the current substitute rate. If multiple teachers cover, the current substitute rate will be equally divided amongst the teachers).

H) **Part-time Teachers**

- 1) Extended contracts for part-time teachers are determined by multiplying the FTE times the number of extended days in Appendix 2.
- 2) Part-time teachers must work and shall be compensated for the full day at per diem rate for Professional Days and District Initiative Days.
- 3) On early release days, part-time employees will be compensated at the per diem rate for a full days work, only if the employee is required to work beyond their normal part-time workday. If early release activities fall within their regular part-time work assignment (or replaces the part-time employee's normal work schedule), he/she will not receive extra compensation. Equity among part-time employees to receive equal pay will not be considered nor will it dictate the early release schedule or collaboration time for any building.

I) **Standard Workday**

- 1) The length of the assigned workday shall be seven and one half (7-1/2) hours including a 1/2 hour (30 minute) duty free lunch.
- 2) Weather Related Delayed Start. When a school day is declared to be a late start due to weather conditions, employees shall be expected to arrive at school as soon as safely possible. When conditions do not allow an employee to travel safely to school during severe weather, they are expected to inform their supervisor in a timely manner of their inability to arrive on time. Their absence in such circumstances will be deducted from emergency leave.
- 3) The Parties acknowledge that a teacher's primary responsibility is to teach and that their energies should, to the greatest extent possible, be utilized to this end. Teachers should not be required to do non-professional duties, except in emergency situations.

Non-professional duties: Teachers will not have to do supervision of sidewalks, bus loading and unloading, or playground before or after school unless it's an emergency situation.

J) **Preparation Time**

- 1) All full-time classroom teachers in grades 6-12 shall be provided preparation time during the student day equivalent to one regular scheduled class period.
- 2) Elementary: All full-time classroom teachers in grades K-5 shall be provided with a minimum of one hundred seventy [170] minutes per week preparation time during the regular student day averaged over a calendar month-and exclusive of a thirty minute duty free lunch period, time spent supervising students, unless in circumstances or settings where instruction is occurring outside the regular classroom (for example, field trips or others), or in emergency situations. It is not expected that collaboration time fall within the 170 minutes of preparation time. However,

staff may also choose to collaborate during preparation time. In order to be considered valid plan-time for purposes of this section, time must be assigned in no less than 25-minute blocks. The building would be able to include not more than one (1) 20-minute block in preparation time calculations, excluding PE/music/library blocks. The regular student day for all grades is considered to be that time regular classes commence in the morning until regular classes dismiss in the afternoon.

- 3) In the fifteen (15) minutes before regular classes begin and the fifteen (15) minutes after the last regular class is dismissed; teachers and other certified personnel are required to be at their respective schools for the benefit of pupils and patrons. This time shall be used for planning, supervision of students, conferring, conducting staffings, consultations, etc. Emergency staff meetings are excluded from this provision. Neither of the fifteen (15) minutes before and after the student day shall be included in preparation time determinations.
- 4) All part-time employees shall be provided with preparation time during the student day equivalent to the fractional proportion of that time their workday bears in comparison to a full-time employee if the part-time employee so desires.
- 5) Every attempt will be made to provide employees traveling between buildings reasonable travel time exclusive of lunch and preparation time.
- 6) In the event an employee serves as a substitute during his/her preparation time, the employee shall be paid at their per diem rate for time worked. Authorization of such substitutions and recording of same shall be the building principal's responsibility. Payment for these services shall be made in the month following the hours/days worked after the required documentation has been submitted to the District Payroll Department by the appropriate supervisor.
- 7) All time, which is not assigned for classroom contact time, extra-curricular activities or other non-classroom instructional duties shall be used by classroom teachers in preparation time of classroom materials and/or professional preparation and advancement.
- 8) Nothing contained in subsection 3) shall preclude the District Administrators from scheduling staff meetings which shall not exceed one hour per month and requiring attendance of all necessary certificated employees. Representatives of commercial concerns, such as insurance companies, financial counselors, fundraisers, etc. shall not be permitted to attend or address teachers at faculty meetings. Emergency staff meetings are excluded from this provision.

K) **Paid Professional Leave**

Certified staff who are completing an advanced degree or national board certification or professional certification training not offered outside the regular school year or on weekends will receive one (1) paid professional leave day per their career for the purpose of taking the onsite oral exam or participating in professional training.

L) **Rates of Pay Defined**

- 1) **Employee's Per Diem Daily Rate** = Individual employee's salary schedule placement divided by 180-workdays.
- 2) **Employee's Per Diem Hourly Rate of Pay** = Individual employee's salary schedule placement divided by 1260 hours (180 workdays @ 7 hours).
- 3) **Curriculum Rate of Pay** will be the individual employees per diem rate up to the following amount: per diem rate of the base salary BA+45 @ 5 years of experience divided by 1260 hours (BA+45 @ 5 years of experience/180 workdays/7hours).
- 4) **Summer School/Credit Retrieval/Extended School Year/Instructional Rate of Pay** = Pay will be the individual employees per diem rate up to the following amount: BA +90 credits @ 7 years of experience divided by 1260_hours (BA +90 @ 7 years/180-workdays/7 hours)

- M) **Home/Hospital Instruction** shall be paid at the employee's per diem hourly rate (plus mileage according to District policy). Hours to be determined by the teacher and principal are on a case-by-case basis.

N) **Stipend for Teaching College in High School (CIHS) Courses**

The District and EEA recognize the need to adequately compensate teachers who are qualified to offer approved courses for college credit at Ephrata High School. College approved teachers requested by the Ephrata School District to teach courses offered for college credit before or after the regular school day or during their plan/preparation period will be paid a stipend through a supplemental contract equivalent to the Big Bend Community College Adjunct Rate for each college-credit course, regardless of the institution offering the college credit. The BBCC Adjunct Rate will be adjusted annually in coordination with BBCC.

Qualified teachers who conduct course for college credit during the regular school day (i.e. as part of their assigned classes) will also be issued a supplemental contract, but for an amount calculated according to the following formula, also regardless of the institution offering the college credit:

$$\text{Supplemental Contract} = \text{Current BBCC Adjunct Rate} - (\text{Employee's Base} * x.1429 [14.29\% \text{ FTE}] x.25) = \text{Stipend for 1 college credit class.}$$

This means for each district-approved college credit class taught, the stipend will be ¼ of 1/7 (one period) of the employee's regular employment contract* subtracted from the current "BBCC Adjunct Rate." However, the minimum amount of a Supplemental Contract for each college class will be \$750.

O) **Moving Assistance**

If required by the administration, teachers required to move classrooms will receive one (1) day pay at the curriculum rate and is payable by timesheet.

P) **Parent Teacher Conferences**

During fall and spring parent-teacher conferences, the standard workday will be modified to accommodate up to two days of evening conferences during each calendared conference week. For each evening session scheduled, employees will be granted early release on another day (i.e. Thursday evening conferences means employees will have early release on Friday).

Q) **New Teacher Stipend**

Certificated employees new to the Ephrata School District shall receive their hourly per diem rate for attendance at the district directed new employee orientation. Employees who have submitted all their pre-employment paperwork by August 1 will receive this payment in August.

SECTION 2 – PLACEMENT ON SALARY SCHEDULE

A) **Salary, General**

All certificated employees, on a standard contract for full-time service, part-time service or extended service, shall be paid in accordance with their placement on the salary schedule annexed hereto as Appendix 1. All present employees shall retain all educational credits previously granted by the District.

B) **Required Certificates**

All certificated employees employed by the District shall have, at the commencement of the school year, valid Washington State credentials for the position for which hired, as required by law. All certificates and credentials or suitable proof of qualification thereof, shall be presented prior to but no later than the commencement of the school year.

C) **Initial Placement**

- 1) To qualify for initial placement on the salary schedule (Appendix 1), all certificated employees must file official transcripts of college credits in the office of the District Superintendent before individual contracts can be validated. Upon request applicants for employment shall be advised of their initial placement on the salary schedule.

- 2) Placement in the appropriate column for educational attainment shall be determined by the number of quarter hour credits acquired after attainment of college as upper division credits, graduate level credits, or credits that apply toward a standard certificate. Each employee is responsible for checking their credits and years of experience as listed on their contract annually and to inform the District Office immediately of any errors or incorrect placement on the salary schedule.
- 3) Placement in the appropriate column for teaching experience will be based upon full credit for all teaching experience as established by the credentials filed by the certificated employee with the Office of the District Superintendent.
- 4) Military service experience credits shall be granted at the rate of one year for each full year of active duty service to a maximum of two [2] years credits, provided that the employee requesting such credit must have been employed as an employee at the time he or she went into active duty status.

D) **Professional Advancement**

Credits earned for the Bachelor of Arts degree or higher degree must be earned from an accredited community college, college or university, and must be transferable or applicable to a bachelor's or a more advanced degree program. Ephrata School District recognizes Continuing Ed Units as they count for certification or renewal and compile to equate to credits.

E) **Date of Professional Credit**

To qualify for professional advancement, official transcripts must be submitted to the Superintendent by the third day of the school year to be reflected as a salary increase in the October warrant. If the official transcript is submitted subsequent to the third day of school, but on or before October 1, the salary increase will be retroactive to the first day of employment of the current school year. No salary adjustments or professional advancement for professional educational credits will be made for that contract year for credit earned after October 1.

F) **Experience Advancement**

Each certificated employee shall be entitled to advance one column for each year of teaching experience while under contract with the District within the limitations of the adopted salary schedule. Certificated employees who are on contracts other than full-time standard contracts shall receive a pro-rata advancement in the same proportion as their contract bears to a full-time contract.

G) **ESA/CTE experience**

- 1) Counselors, Occupational (OT) and Physical Therapists (PT), Speech Language Pathologists, Nurses, Certified Behavior Analysts, and School Psychologists shall be given credit for experience in their related field that occurs both inside and outside the school setting and placed on the salary schedule at their appropriate level for experience and ESA certification. One year of non-school experience is equal to one year of school experience.
- 2) Employees holding a valid vocational/career and technical education certificate shall be given credit for experience in their related field that occurs both inside and outside the school setting and placed on the salary schedule at their appropriate level for experience and certification. One year of industry/occupational experience is equal to one year of school experience.
- 3) For purposes of this section, the employee has the burden of demonstrating that their prior non-school work experience is sufficiently related to the work they are hired to do for the District. District Administration has ultimate authority to decide whether the employee has met their burden. Such authority shall be administered in good faith.

SECTION 3 – SALARIES

- A) The District agrees to give to certificated employees those monies and medical benefits as allocated by the state and within guidelines established by the collective bargaining agreement.

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- B) Certificated Employees' Salary Schedule and Criteria. See Appendix 1
- C) For the 2023-24 school year: every cell on the salary schedule shall increase as provided by the state's identified IPD.

For the 2024-25 school year: every cell on the salary schedule shall increase as provided by the state's identified IPD plus 1.3%.

For the 2025-26 school year: every cell on the salary schedule shall increase as provided by the state's identified IPD plus 1.5%.

SECTION 4 – SUPPLEMENTAL CONTRACTS MENTOR TEACHERS

- A) The **Beginning Employee Mentor Teacher Intervention Program**: Experienced teachers new to the District are not considered beginning teachers and will not be assigned a mentor. The District shall attempt to provide each beginning employee with a mentor for the purposes of:
- 1) Assisting to create familiarity with textbooks, student learning objectives, Common Core Standards, assessments, Marzano Instructional Framework, TPEP, other District initiatives, orientation to school buildings, etc.
 - 2) Helping the employee develop collegial relationships with other staff members.
 - 3) Providing opportunities to discuss experiences in classroom management, seeking new ideal and alternative strategies for instructional presentation and to receive feedback and encouragement.
- B) **Mentors**: Experienced teachers who participate in this program as mentors shall be solely on a voluntary basis. The District shall compensate mentors via a stipend for \$500.
- C) **Mentees**: Participation is required for beginning teachers with less than 180 days of certified teaching experience who are new to the district and/or teaching profession. Mentees will be paid at the curriculum rate for extra hours up to a total of \$500.
- D) **Release Time**: Beginning teachers shall be given released time as designed by the state. Mentor teachers may be released when appropriate.
- E) **Selection**: Employees desiring to become mentors shall contact the building principal. Assignment shall be determined by the building principal using, in part, the following criteria:
- 1) Demonstrates effective teaching skills.
 - 2) Has a good understanding and perspective of district and building policies, procedures and programs.
 - 3) Possesses a high level of professional development/curriculum.
 - 4) Demonstrates good communication and interpretation skills.
 - 5) Has the necessary level of energy and enthusiasm and a high level of creativity.
 - 6) Is highly regarded by students, staff and the community.

SECTION 5 – WA KIDS

In recognition of increased workload and data input requirements, Kindergarten teachers shall receive a stipend equivalent to twenty-two and a half (22.5) hours at curriculum rate. This amount will be paid in the December check.

SECTION 6 – LONGEVITY PAY

Teachers with 17 or more "Years of Service" will receive a Longevity Pay stipend that will be paid in twelve (12) monthly installments. These stipends will be as follows...

- 17-19 "Years of Service" will be paid a stipend of \$500.

- 20-22 "Years of Service" will be paid a stipend of \$1250.
- 23-24 "Years of Service" will be paid a stipend of \$2125.
- 25 or more "Years of Service" will be paid stipend of \$3125.

ARTICLE VI
GRIEVANCES

SECTION 1 – GRIEVANCE PROCEDURE

- A) The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of individual certificated employees in matters related to the application and interpretation of this agreement.
- B) **Definitions**
- 1) Grievant -- A certificated employee, group of certificated employees, or the Association filing a grievance.
 - 2) Grievance -- A written statement by a grievant that a disagreement exists over the interpretation or application of an expressed term or terms of this agreement between an employee, or the Association and the Board. All grievances shall contain a concise statement of the disagreement and the express contract provision involved.
 - 3) Days -- Employee work days during the contracted days, or days the Superintendent or HR Director are working during summer vacation.
 - 4) Words denoting gender shall include the masculine, feminine and neuter, and words denoting number shall include singular and plural.
- C) **Grievance Principles and Rights**
- 1) Every individual and the Association covered by this agreement shall have the right to present grievances as herein defined in accordance with the procedures herein set forth.
 - 2) The submission of a grievance or grievances hereunder shall be limited to those grievances arising out of or involving the interpretation or application of the expressed terms of this agreement, provided however, that the following matters shall not be subject to grievance:
 - a) Notices of discharge;
 - b) Notices of non-renewal
 - c) Notices of adverse effect of contract;
 - d) Article VII, Section 1, Paragraphs A and B, Staff Reduction
 - 3) All grievances shall be submitted on the form attached to this agreement.
 - 4) If, in the judgment of the Association, a grievance affects a group of teachers or the Association, the Association may initiate and submit such grievance in writing to the Superintendent for notification purposes, but the processing of such a grievance shall be commenced using the informal process as follows; Before moving to Step Two, the Association and District agree to discuss this issue in a face-to-face problem-solving format to resolve any perceived misinterpretation of this agreement. If there is resolution between the parties at this step, the Association and District will jointly communicate its resolution to the Association members. The Association may process such a grievance through all steps of the procedure, even though there is no individually aggrieved person who wishes to do so.
In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step Two. Class grievances involving the administrator above the building level may be filed by the Association at Step two, provided the Superintendent has the opportunity to find a resolution to the grievance through an informal process prior to filing.
 - 5) The Association on its own may continue and submit to arbitration any grievance filed and later dropped by a grievant, provided that the grievance involves the application of interpretation of this agreement.

- 6) Nothing contained herein shall be construed as limiting the rights of any certificated employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association, as long as the Association is notified of the meeting and may be in attendance at these discussions unless other arrangements have been agreed to between the employee and Association. If the Association is not present, it will be notified in writing as to the disposition of the matter and such disposition is not inconsistent with the terms of the negotiated agreement.
- 7) A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an Association representative selected by the Association. If an aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure, unless the employee has an agreement with the Association that it will not be involved.
- 8) All matters pertaining to specific grievance shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the grievance. All documents, communications and records dealing with grievances and their adjustments shall be filed separately from the grievant's personnel file. If the grievant so requests in writing a record of the final adjustment of his grievance may be placed in his personnel file.
- 9) Individuals involved in grievance adjustment proceedings, whether or not as a grievant, a witness, a representative of the Association or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the proceedings.
- 10) If attendance at any meeting, hearings, appeals or other proceedings relative to the grievance adjustment process, whether as a grievant, a witness, a representative of the Association or otherwise requires a certificated employee's absence from his regular assignment, he shall be released from such assignment without loss of pay or other penalty.
- 11) The Board and the administration will cooperate with the Association in its investigation of any grievance, and further, will furnish the Association such related information as is requested for the processing of any grievance. The Association will cooperate with the Board and the administration in its investigation of any grievance.
- 12) Time limits outlined in the procedure are to be considered as maximum and every effort will be made to resolve the matter before the close of the school term or as soon as possible thereafter provided that time limitations may be extended by mutual agreement.
- 13) Any grievant, who shall not timely file or pursue a grievance in accordance with these procedures or within the time limit specified, waives the right to pursue such a grievance and will be barred from pursuing or further appeal of such grievance provided that the time limits may be extended by mutual agreement.
- 14) If, after timely filing a grievance, appropriate action is not taken by the administrator required to take action, the grievant may proceed to and appeal the grievance to the next appropriate levels.

D) **Procedure**

Prior to the implementation of the formal steps outlined in this section, the parties involved acknowledge that, except in extraordinary circumstances, it is expected that an employee or group of employees and their immediately involved supervisor will attempt to resolve problems through free and informal communications. In cases of extraordinary circumstances, an Association representative may accompany the member at the meeting or attend the meeting for the member. This applies to both individual and group grievances that involve a building principal, department administrator or the Superintendent.

- 1) **STEP ONE.** The parties involved acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. Within ten [10] days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis for a grievance, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five [5] days after receipt of the grievance. The grievant and/or the Association and the supervisor shall be present for the meeting. The supervisor shall provide the aggrieved party

and the Association with a written answer to the grievance within five [5] days after the meeting. Such answer shall include the reasons upon which the decision was based.

- 2) **STEP TWO.** If the grievant is not satisfied with the disposition of his grievance at Step One, or if no decision has been rendered within five [5] days after presentation of the grievance, then the grievance may be referred to the Superintendent or his official designee. The Superintendent shall arrange for a hearing with the grievant and an Association representative to take place within five [5] days of his receipt of the appeal. The parties in interest shall have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five [5] days to provide his written decision, together with the reasons for the decision to the Association.
- 3) **STEP THREE.** If the grievance has not been resolved at Step Two, or if no decision has been rendered within five [5] days after the meeting with the Superintendent, the Association may submit the grievance to binding arbitration within twenty [20] days after meeting with the Superintendent. Within ten [10] days after written notice of submission to binding arbitration, the Board and Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the ten-day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. After such a request has been made, the selection of the arbitrator and the conduct of the proceedings thereafter shall be pursuant to the voluntary rules, limited service, of the American Arbitration Association. The arbitrator selected will confer with the representatives of the Board and Association and hold hearings promptly and will issue his decision in writing not later than twenty [20] days from the date of the close of the hearings, or from the date the final statements and briefs are submitted to him. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon both parties. The expenses of arbitration shall be borne equally by the Board and by the Association.

If the subject matter of the grievance is based upon an employee's evaluation report or employee's probation status resulting there from, the arbitrator's jurisdiction and his decision shall be limited to a determination as to whether or not the evaluation procedure and criteria had been followed by the evaluator. If the subject matter of the grievance is the evaluator's conclusion, the grievant may request a hearing before the Board of Directors under paragraph E hereafter, "Alternative to Binding Arbitration."

E) **Alternative to Binding Arbitration**

As an alternative to Step Three, binding arbitration, a grievant whose grievance has not been resolved satisfactorily at Step Two, or if no decision has been rendered within five [5] days after meeting with the Superintendent, may request that the matter be submitted to the Board of Directors of the School District for hearing and resolution. In the event such a request is made, the Board shall set a hearing date which shall be within twenty [20] days of the request for hearing, and hear and determine the issues raised by grievance. In the event a grievant requests that the matter be resolved by the Board of Directors as herein above set forth, the grievant shall waive his right to have the matter

F) **Adverse Action**

The parties agree that while this contract is in effect, there shall be no strikes or other economic action by the certificated employees covered by this agreement or by the Association nor any lockout or other economic action by the employer over any dispute which arises out of the interpretation or application of this contract or an alleged violation of the terms of this contract.

ARTICLE VII
STAFF REDUCTION AND RECALL

SECTION 1 – STAFF REDUCTION

- A) Prior to May 15 of each year, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the next school year. If the Board determines that financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program and identify those certificated staff members who will be retained to implement such a modified program, and those certificated staff members, if any, whose contract will not be renewed.
- B) If the District adopts a modified or reduced educational program because of a lack of financial sources, the following guidelines shall be taken into consideration in determining the programs and services to be retained, modified or eliminated.
- 1) The needs of the students, requirements for graduation, requirements for accreditation, and minimum program requirements under state laws and regulations.
 - 2) Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain such programs, where reasonable, to the limit of their categorical support (e.g., vocational education, and federally supported programs).
 - 3) Maintenance of pupil-teacher ratios at levels conducive to a good learning climate.
 - 4) Reduction in expenditures, where reasonable and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic education program as possible within the resources available.
- C) In adopting a reduced educational program which will require reduction, modification or elimination of positions involving certificated staff, the certificated personnel required to implement the modified or reduced educational programs or services shall be selected as hereinafter provided.
- 1) In an effort to eliminate unnecessary non-renewals or involuntary terminations, every reasonable effort shall be made to ascertain the number of certificated positions which will be open as a result of (a) voluntary retirements, (b) normal resignations, (c) other transfer or District initiated involuntary transfers, and (d) leaves of absence. The District will take measures to avoid non-renewals by transferring people to available positions without the necessity of posting available positions to all teachers. Therefore, positions are not declared vacancies or openings for posting until after all involuntary or voluntary transfers are completed by the District. This practice holds true whether or not the District is in a Reduction in Force mode of operation.
 - 2) Certificated employees retained to implement the modified or reduced educational program as determined by the Board shall possess such valid Washington State certificates as may be required for the position being filled.
 - a) Employees will be grouped district-wide first as to the following classroom categories, (1) elementary, grades K through 6, (2) secondary, grades 7 through 12.
 - b) Employees will then be grouped by educational specialties within the above division. Specialties are defined as normally accepted academic major and/or minor fields or endorsements, which will be determined by the subject areas and grade levels for which the employee holds valid Washington State Certification to teach.
 - c) Certificated employees will be retained for available positions within each category or specialty on the basis of the District affirmative action goals and seniority (years of experience) as a certificated employee in education in Washington State as recorded in the District Superintendent's office. Within each category or specialty the senior employee shall be retained, to meet the needs of the District's modified or reduced educational program.
 - d) Each certificated employee will be evaluated for retention in any category or specialty in which he is qualified, without loss of seniority regardless of whether the employee was employed in such a position at the time the reduced or modified educational program was adopted.

- e) To be qualified for placement in a category or specialty, an employee must have had a minimum of one year's full time professional experience teaching in such category or specialty within the last five years, or the employee must possess a valid Washington State Certificate for the category, specialty, and grade levels to be taught.
 - f) If seniority rankings for a given position are equal, the preference will be given to the employee who is furthestmost to the right in horizontal placement on the current salary schedule as credited by the District Superintendent's office. If after such consideration the employees are still equally ranked, the position will be filled by "lot."
 - g) If it is necessary to not renew employees because the District has adopted a reduced or modified educational program for financial reasons, the District shall publish and distribute to only potentially affected teachers prior to the implementation thereof, a seniority list ranking each teacher from the greatest to the least seniority based upon categories and specialties above.
- D) All certificated personnel who are not recommended for retention in accordance with these administrative procedures shall be given notice of non-renewal of contract, provided however, that any certificated employee receiving written notice of non-renewal of contract pursuant to these provisions shall be eligible for a "special leave of absence" without pay upon written application directed to the Superintendent and received not more than ten [10] days following the receipt of the notice of non-renewal. Personnel electing to take a "special leave of absence" shall be placed in an employment pool and shall be considered for re-employment according to the same criteria and together with other personnel in the employment pool. The personnel file of any person taking "special leave of absence" shall reflect that status and all references to non-renewal of such an employee's contract shall be removed from the personnel file. Any personnel on "special leave of absence" shall retain all rights including credit for one-year experience. Any credit for any education acquired during that one year shall be granted. Acceptance of employment as a certificated staff member in any other school district during that year shall constitute an automatic termination of "special leave of absence."
- E) All certificated persons who are not recommended for retention in accordance with these procedures and who are given a notice of non-renewal of contract shall be placed in an employment "pool" for possible re-employment for a period of one year, renewable annually for three (3) additional years upon written request of the "pool" member. Employment pool personnel will be given the first opportunity to fill open position within their qualifications under the guidelines herein before set forth. Therefore, available positions within a category or specialty for which an eligible non-renewed employee(s) in the employment pool is qualified will not be posted until such employee(s) is re-employed or declines to accept such available position(s). Waiting in the employment pool to be re-employed will be considered to fall under the category of a re assignment, voluntary, or involuntary transfer. Members of the "pool" will also have first priority for substitute positions for which they are qualified.
- F) When an available position opens for which any person in the employment pool is qualified, notification from the School District to such individual will be made by certified mail or personal contact by the Superintendent or his designee. Such individual will have five (5) calendar days from the receipt of the letter or from the date of personal contact to accept the position.
- G) If an employee in the employment pool fails to accept a position for which he/she is eligible, pursuant to the criteria herein before set forth, such individual shall be dropped from the employment pool.
- H) Certificated personnel within the employment pool may pay their total medical insurance premium to the District, and in turn the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance.

ARTICLE VIII
EVALUATIONS

SECTION 1 – CLASSROOM TEACHER EVALUATION PROCEDURES

A) Introduction

This section of the Evaluation Article is dedication to “Classroom Teachers”. The parties have agreed to adopt the evidence-based instructional framework developed by Robert Marzano. The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas of concern, and provide support for professional growth.

B) Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6) years. Subsequent years they will be evaluated on a Focused evaluation, unless they have received a Basic or Unsatisfactory rating on their final summative evaluation. Then they shall continue using the Comprehensive Evaluation for the following year. All teachers during their provisional status must be on the Comprehensive Evaluation.

- 1) **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Marzano Framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.
- 2) **Student Growth Goal Setting:**
 - a) The teacher who is on a Comprehensive evaluation will set student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or ‘nested.’ In most cases these goals should be set prior to November 1.
 - b) Student data that measures growth between two points in time shall be used to calculate a teacher’s student growth score. The measurements used shall be determined by the teacher in consultation with their evaluator.
- 3) **Pre-Observation Communication:** Any teacher may request a pre-observation conference prior to a scheduled formal observation. A pre-observation conference will be required for provisional employees or those employees who have been notified prior to the observation by their evaluator of identified areas of concern in their performance.
- 4) **Observations:**
 - a) **Formal Observations:**
 - i) The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining thirty (30) minutes of required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.
 - ii) Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.
 - iii) The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient or distinguished.
 - iv) A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.

- v) Unless mutually agreed upon, the final observation must be completed prior to May 1.
 - b) **Informal Observations:** The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks.
 - c) If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.
 - d) Observation means the gathering of evidence through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.
- 5) **Post-Observation Communication:**
- a) Following each observation or series of observations, the evaluator will:
 - i) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within 5 working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.
 - ii) The teacher may request a meeting to review the observation notes if desired.
 - iii) If there is an area of concern, the evaluator will identify specific concerns in writing for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.
 - b) Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or 10 working days after the final observation, whichever is later.
- 6) **Preliminary Summative Communication:** No teacher shall receive an overall unsatisfactory (or basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an unsatisfactory rating (or basic for experienced teachers). Teachers have until May 1st or 10 working days after the final observation to provide additional artifacts if they so choose.
- 7) **Final Summative Communication:**
- a) The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and average on the student growth impact rating. Received may include delivery by email.
 - b) The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

C) Focused Evaluation

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a Comprehensive evaluation at least once every six (6) years. In subsequent year's they may be evaluated on a Focused evaluation. In order to encourage risk-taking, striving toward higher levels of improvement, and addressing challenges, the summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score for the subsequent years in which the certificated classroom teacher is on a focused evaluation. Should a teacher provide evidence of distinguished practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year. Any teacher receiving a rating of Unsatisfactory (or Basic for experienced teachers) on their summative evaluation shall use the Comprehensive Evaluation the following year.

- 1) **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as

the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Marzano Framework, and forms which will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

- 2) Student Growth Goal Setting:
 - a) When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth goal within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth goal in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals shall be developed by the teacher with input from his or her evaluator. In most cases these goals should be set prior to November 1.
 - b) Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in consultation with their evaluator.
- 3) Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
- 4) Observations:
 - a) Formal Observations: The total annual observation time must be at least sixty (60) minutes. One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining required observation time may be broken into smaller increments of no less than ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.
 - b) Informal Observations: The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee's evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter or spring breaks.
 - c) If there is an area of concern, the evaluator will identify specific concerns in writing within ten (10) days for the applicable criteria and provide the opportunity to discuss possible solutions with the teacher.
 - d) Observation means the gathering of evidence through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.
- 5) Post-Observation Communication:
 - a) Following each observation or series of observations, the evaluator will:
 - i) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within 5 working days. The evaluator's notes shall reflect the appropriate criterion and/or component observed.
 - ii) The teacher may request a meeting to review the observation notes if desired.
 - iii) If there is an area of concern, the evaluator will identify specific concerns in writing for the applicable criteria and provide specific observable solutions to remedy the concern. The teacher will have the opportunity to attach written comments to the observation notes.
 - b) Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at any time prior to May 1st or 10 working days after the final observation, whichever is later.
- 6) Preliminary Summative Communication: No teacher shall be receive an overall unsatisfactory (or basic for experienced teachers) unless they have received prior notice from their evaluator of any areas of concern that could potentially lead to an unsatisfactory rating (or basic for experienced teachers). Teachers have until May 1st or 10 working days after the final observation to provide additional artifacts if they so choose.

- 7) Final Summative Evaluation Communication:
 - a) The evaluator will complete the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1st shall be considered Proficient on the final summative performance rating and average on the student growth impact rating. Received may include delivery by email.
 - b) The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.
- 8) If a teacher being evaluated via a Focused Evaluation is judged to be unsatisfactory in any area, they will be placed back on a Comprehensive Evaluation the next year.

D) Support for Teachers with Areas of Concern

- 1) The Association will be notified when any teacher will potentially be judged basic or unsatisfactory as soon as this determination is made.
- 2) When a teacher is at risk of being judged Basic or Unsatisfactory, additional support shall be offered. Employees will be offered support based on individual teacher needs. This support may come in the following manner, but is not limited to mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, literature, etc.

E) Additional Support for Provisional Teachers

Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

- 1) A completed Comprehensive evaluation conducted in accordance with Section B above;
- 2) Periodic feedback from the evaluator on the teacher's progress toward remediating deficiencies.

F) Probation

- 1) At any time after October 15th, a continuing employee, whose work is judged not-satisfactory based on the Marzano instructional framework evaluation criteria shall be notified in writing of the specific areas of concern along with a reasonable program for improvement. For teachers who have been transitioned to the new evaluation system, "not satisfactory" is defined in Section K. paragraph 12 of this Article.
- 2) A probationary period of sixty school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient and may be able to achieve a satisfactory rating during the extension period.
- 3) The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
- 4) During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located. This person shall be selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good

faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise, and assist the teacher while on probation.

- 5) During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
- 6) If a minor procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- 7) The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in this or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule adopted by the board must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.
- 8) Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause for termination under RCW 28A.405.300 or 28A.405.210.
- 9) When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating of Unsatisfactory for two (2) consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
- 10) Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
- 11) Not applicable to Provisional Employees: The probation requirements do not apply to Provisional employees. Provisional employees do not have access to probation.

G) State Criteria and Scoring

1) State Evaluation Criteria:

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

2) Summative Performance Rating for Comprehensive Evaluation

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

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

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall “Summative Performance Rating” in the chart above.

H) **Student Growth Impact Rating**

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.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

5 – 12	13 – 17	18 – 20
Low	Average	High

I) **Impact of Low Student Growth Score**

A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

J) **Student Growth Inquiry**

Within two months of receiving a low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- Examine student growth data in conjunction with other evidence including observation, artifacts and other appropriate student and teacher information based on classroom, school, district, and state-based tools and practices.
- Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessments are aligned
- Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to

instruction areas in need of attention; best practices related to student growth data collection and interpretation.

- Create and implement a professional development plan to address student growth areas.

K) **Definitions**

- 1) **Artifacts** shall mean any products generated, developed, or used by a classroom teacher during the course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should arise naturally from these practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- 2) **Criteria** shall mean the eight (8) state defined categories to be scored.
- 3) **Criterion** shall mean one (1) of the eight (8) state defined categories to be scored.
- 4) **Classroom Teacher** shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists, Counselors,) Librarians, TOSA, Student Support Specialists, and other bargaining unit members who do not meet this definition.
- 5) **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks, trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a teacher at the same time for the purpose of inter-rater reliability and are NOT part of any evaluation process.
- 6) **Evidence** shall mean observed practice, products, results, or conversations that can be used to demonstrate knowledge and skills with respect to the four-level rating system.
- 7) **Instructional Framework** shall mean the adopted evidence-based instructional framework developed by Robert Marzano.
- 8) **Observation** means the gathering of evidence through classroom/worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.
- 9) **Provisional Teacher** means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Ephrata School District.
- 10) **Student Growth** shall mean the change in student growth between two points in time.
- 11) **Student Growth Data** is assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
- 12) **Not Satisfactory shall mean:**
 - a) **Unsatisfactory** – Receiving a summative score of “1” or “Unsatisfactory” is not considered satisfactory performance for any teacher.
 - b) **Basic** – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of “2” or “Basic” has been received two (2) years in a row or during two (2) out of three consecutive years, the teacher is not considered to be performing at satisfactory level.

SECTION 2 – NON-CLASSROOM TEACHER CERTIFICATED EMPLOYEE EVALUATION PROCEDURES

Those bargaining unit members who do not meet the definition of “classroom teachers” will remain under the previous evaluation system in the current agreement.

A) **GENERAL**

Evaluation of professional performance in the District is an important process in the continuing improvement of the education program. Certificated employees shall be evaluated during each year in accordance with the procedures and criteria hereinafter set forth.

B) **RESPONSIBILITY FOR EVALUATION**

Within each school, the principal shall be responsible for the evaluation of employees assigned to that school. Evaluations shall be made by the principal or his administrative designee. Certified employees that are assigned to more than one school shall receive one evaluation with input from each building evaluator where the employee works. Evaluations for non-classroom employees not regularly assigned to any specific school shall be made by the principal or administrative supervisor having the most direct contact and responsibility under the District organizational structure.

C) **EVALUATION CRITERIA**

All certificated employees, for whom the Association is the authorized bargaining representative, shall be evaluated.

1) New employees and employees with less than four (4) consecutive years of satisfactory ratings in the Ephrata School District shall be evaluated under the long form professional accountability evaluation procedure.

a) This evaluation procedure utilizes an evaluation instrument incorporating the following basic criteria:

- i) Instructional Skills
- ii) Professional Preparation and Scholarship
- iii) Knowledge of Subject Matter
- iv) Handling of Student Discipline and Attendant Problems
- v) Interest in Teaching Pupils
- vi) Classroom Management
- vii) Effort toward improvement when needed.

b) This evaluation procedure for certificated non-classroom employees utilizes an evaluation instrument incorporating the following basic criteria:

- i) Knowledge and scholarship in special fields
- ii) Specialized skills
- iii) Management of special and technical environment
- iv) Effort toward improvement when required
- v) Interest in assisting pupils

All certificated non-classroom evaluations shall be documented on the evaluation report form annexed hereto as Appendix 9 and Appendix 10 for provisional employees.

2) Continuing certificated employees with a minimum of four (4) consecutive years of overall satisfactory rating in the Ephrata School District may be evaluated on the professional growth evaluation procedure with supervisor approval, subject to the following guidelines:

a) The professional growth model shall be voluntary to certificated employees.

b) If the evaluator cannot verify that minimum criteria, as required by state statute, are being met at any time, the certificated employee will immediately return to the long form professional accountability procedure. The professional growth evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory or as probable cause for the non-renewal of an employee's contract.

- c) Materials/records/portfolios developed as a result of the employee's participation in the professional growth model shall be the property of the certificated employee member and shall not be retained in the certificated employee's personnel file.
 - d) Building and district goals will provide the framework for individual certificated staff goal setting. Goals will be recorded on the district's Professional Growth Progress Report, attached hereto as Appendix 12. Progress notes, including certificated staff and principal initials, will be recorded during the following conferences:
 - i) Initial goal setting conference held during September/October of the school year.
 - ii) Mid-year progress conference.
 - iii) Year-end assessment conference. Goal assessment and the documentation of successful performance including the meeting of statutory requirements will occur during this conference. This documentation will be separated from the Professional Growth Progress Report and be retained in the certificated employee's personnel file. See Appendix 12 attached hereto.
- 3) Continuing certified employees with a minimum of four (4) consecutive years of satisfactory ratings in the Ephrata School District may be evaluated on the short form professional accountability procedure with supervisor approval, subject to the following guidelines:
- a) The short form evaluation procedure shall be voluntary to certified employees.
 - b) If the evaluator cannot verify that minimum criteria, as required by state statute, are being met at any time, the certificated employee will immediately return to the long form professional accountability procedure. The professional growth evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for the non-renewal of an employee's contract.
 - c) The short form evaluation shall include either:
 - i) A thirty (30) minute observation during the school year with a completed written observation report form; OR
 - ii) At least two (2) observation periods during the school year totaling at least sixty (60) minutes without written observation reports being prepared.
 - d) All short form evaluations shall be documented on the evaluation report form annexed hereto as Appendix 11 [Certificated Non-Classroom Employee].

SECTION 3 – REQUIRED EVALUATIONS

- A) All employees newly employed by the District shall be evaluated within the first ninety [90] calendar days after the commencement of their employment.
- B) All employees, including new employees, shall be evaluated annually; such evaluations shall be completed not later than June 1 of the year in which the evaluation takes place.
- C) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- D) If the principal or evaluator contemplates recommending an employee be placed on probation, an evaluation shall be made on or before October 1.
- E) Provisional employees will be observed/evaluated in accordance with RCW 28A 405.220 as now or hereafter amended. 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 minutes.
- F) The school district superintendent may make a determination to remove an employee from provisional status one year early if such employee has received one of the top two evaluation ratings (on a four-tiered system) during the second year of employment.

SECTION 4 – OTHER EVALUATIONS

Principals may direct observations and evaluations, other than those specifically required, at any time during the school year. Observations for the purpose of other evaluations shall be documented and identify the date, time and length of observation. Evaluation reports based on such observations shall be completed in the same manner as in Section 7.

SECTION 5 – OBSERVATION REQUIREMENTS FOR LONG FORM EVALUATIONS

- A) Each certificated employee shall be observed for the purpose of evaluation at least twice during each school year in the performance of assigned duties.
- B) Observation time for the purpose of evaluation shall total not less than 60 minutes during each school year.
- C) Employees newly employed by the District shall be observed at least once during the first 90 calendar days of their employment period for a total observation time of not less than 30 minutes.

SECTION 6 – OBSERVATION/EVALUATION PROCEDURES

- A) Following each observation or series of observations, the principal or other evaluator shall complete a report form within 3 school days (except in extenuating circumstances). It shall not be necessary for a written summary to be prepared for observations completed of employees using the Professional Growth Component or the two (2) observation periods totaling at least sixty (60) minutes option for the Short Form Evaluation procedure. The employee shall be provided with a copy of the observation report within three (3) school days after such report is prepared.
- B) The employee shall sign the District's copy of the observation report to indicate receipt of a copy, provided however, the signature of the employee does not indicate agreement with or approval of the report.
- C) Upon completion of observations, which will form the basis of an evaluation, the evaluator will complete the evaluation form (Appendices 7, 8, 9 or 10).
- D) The employee shall sign the District's copy of the evaluation report to indicate receipt of a copy provided however the signature of the employee does not indicate agreement with or approval of the report.
- E) All required and final evaluation reports shall be promptly forwarded to the District's personnel office for filing in the employee's personnel file.
- F) After completion of each required evaluation report, a conference will be held between the evaluating supervisor and the employee to discuss the report. If the employee disagrees with the report, the employee shall be entitled to append comments or explanations, as he/she deems necessary. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource personnel to work with the employee in improving his/her performance. If the supervisor and the employee are unable to agree on a mutually acceptable plan, the supervisor shall prepare and deliver such a plan to the employee.

- G) The employee shall have the opportunity for two (2) conferences within the school year.

SECTION 7 – PROBATION

A) **Supervisor's Report**

In the event the principal or evaluating supervisor determines that, based on the evaluation criteria, the performance of an employee is unsatisfactory, the principal or evaluating supervisor shall report the same to the Superintendent. Ephrata School District will provide opportunities for assistance in areas specified in Evaluation Criteria. ¶The report shall include:

- 1) The evaluation report on which unsatisfactory performance has been based.
- 2) Identification of specific areas of deficiency.
- 3) A recommended specific and reasonable program for improvement including specific objectives to be obtained designed to assist the employee during the probationary period to improve performance and remedy deficiencies.

B) **Probationary Period**

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before October 15 and ending on January 1 provided that provisional employees need not be placed on probation. On or before October 15, 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 specific and reasonable probationary program for improvement, including specific objectives to be obtained.
- 3) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her areas of deficiency.

C) **Evaluation during Probation**

- 1) Within five (5) school days after the delivery of the probationary letter, the principal and/or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- 2) During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the employee. Such evaluations shall be documented on the regular evaluation form (Appendix 7). A final evaluation at the end of the probationary period shall be made and documented on the regular evaluation report form Appendix 7. These evaluations will be in accordance with the procedures set out in Section 7.
- 3) The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically set forth in the notice of probation.

- D) If the probationary employee has not been previously removed from probation, the principal or evaluating supervisor shall submit a written report to the Superintendent not later than May 10. The written report shall indicate the employee's performance as of the end of the probationary period and contain a recommended course of action to be taken by the Superintendent. If the employee has demonstrated an acceptable level of performance, the report shall include a recommendation for renewal of contract. In any case, the Superintendent shall notify the employee in writing no later than May 15 if his/her contract is to be non-renewed.

ARTICLE IX
SPECIAL EDUCATION

SECTION 1 – SPECIAL EDUCATION POLICIES AND PROCEDURES

- A) Special Education policies and procedural handbook is available on the District website.

SECTION 2 – SPECIAL EDUCATION ADVISORY COMMITTEE

- A) A Special Education Advisory Committee” will be established to jointly address issues and concerns for special education as a way to provide input to the Director of Special Education. The committee will meet at least once during the school year plus additional times if requested by a majority of committee members.
- B) The following are the general purposes of the committee:
- 1) Examine and give input for program/curriculum improvement.
 - 2) Provide input regarding special education case/workloads, including procedures for and distribution of resources.
 - 3) Review and provide input regarding Special Education procedural handbook.
- C) **Committee Composition:**
- 1) One (1) Special Education Teacher from each building
 - 2) One (1) representative from Special Services
 - 3) One (1) representative from the EEA chosen by the Association
 - 4) Administration as determined by the District
- D) Employees participating in this committee will not receive compensation for meeting time.

SECTION 3 – SPECIAL EDUCATION WORKLOAD AND COMPENSATION

- A) Staffing and scheduling in the District’s Special Education programs shall be maintained at such a level that teachers of special education, like other certified staff, can regularly expect the duty-free lunch and plan time to which they are entitled (Article V, Section 1, Subsection K.). Supervision of individual student programs will conform to each student’s IEP and be subject to teacher direction during these scheduled times of the day.
- B) The District recognizes the need to keep special education class sizes manageable and productive. The Special Education Advisory Committee is charged with discussing special education services and support for all special education classrooms. See Table Below.
- C) If an employee has concerns about their special education class size, they may:
- 1) Bring it to the attention of the Building Principal
 - 2) Bring the issue to the attention of the Special Education Director;
 - 3) If no mutually agreed upon solution is found, the issues can be referred to the Special Education Advisory Committee to make a recommendation to the Superintendent.
- D) Special Education/ESA class sizes, case management and workload will follow the definitions and table below.
- **Case Management-** the number of unduplicated students that a teacher/ESA is primarily responsible for writing/managing the processes for an entire IEP this includes but is not limited to: providing prior notice, scheduling meetings, completing the IEP to OSPI/IDEA compliance standards, providing additional meetings, progress monitoring & reporting, FBA participation, BIP writing, and transportation forms
 - **Caseload-**the case management responsibilities listed above as well as the number of students with which the teacher/ESA services, progress monitors & reporting, and writes a portion of the IEP

- **Workload-** Activities listed above that are performed as well as but not limited to: duties that are required of all teachers, Specially Designed Instruction (SDI) face-to-face services, evaluation rating scales, completing evaluations and reevaluations, collaboration and consultation with teachers/staff, supervising and prepping for support staff
- **Class size-** the number of special education students within a class period

Special Education Maximum class size, Case Management and Caseload will be as follows:

Program	Class Size	Case Management	Caseload
SLP	NA	30	50 & evaluations
OT	NA	5	40 with travel & evaluations 50 without travel & evaluations
PT	NA	5	40 with travel & evaluations 50 without travel & evaluations
Preschool	NA	20	NA
Elementary Resource	10	26	NA
Elementary Integrated	Class size according to EEA contract of at least 2 students less than the regular general education, with not more than 33% of the students on IEPs, excluding speech/language students identified as their primary disability	K-2nd=6 3rd=7 4th=8	NA
Intermediate Resource	15	26	52
Intermediate Integrated	Class size according to EEA contract of at least 2 students less than the regular general education, with not more than 33% of the students on IEPs, excluding speech/language students identified as their primary disability	5th-6th=9	NA
Secondary Resource	90/day, class period size max of 16	34	60

Secondary Integrated Class period	Class size according to EEA contract of at least 2 students less than the regular general education, with not more than 33% of the students on IEPs, excluding speech/language students identified as their primary disability	7th-12th= 9 students per class	NA
Secondary			
Life Skills K-12	12	12	24

When it is anticipated that a Special Education teacher/ESA caseload or workload will go into overage, the Special Education teacher/ESA must meet with the Special Education Director to go over their caseload or workload and schedule to determine if reductions can be made.

When overload is warranted, the district overage policy will be followed. Overage for students not served daily will be paid at \$7.00 per student day and shall be calculated as follows: The number of students shall be divided by 5 and multiplied by the number of work days in the month.

SECTION 4 – IEP REIMBURSEMENTS

The case manager who is responsible for writing IEPs and/or Washington Alternative Assessment System (WAAS) state-wide annual special education assessment for their students, shall be paid a stipend equal to two (2) hours at their per diem rate of pay per completed IEP and/or three (3) hours at their per diem rate per WAAS A monthly schedule of due dates for IEPs will be distributed to Principals and Special Education teachers by the special education office. Any case manager who would elect to take a substitute day(s), in lieu of receiving pay to write IEPs will do so on the following schedule. Employees will be paid with the June paycheck based on the actual number of IEPs completed during the school year, provided the employee turns in the completed and signed IEP documentation by the date indicated on the IEP Reimbursement form. In order to be reimbursed for a successfully completed IEP, the original IEP with meeting participant signatures must be turned into the Special Education Office no later than 3:30 pm of the last school day of the month in which the IEP is due.

- 1-3 IEPs 1/2 substitute day
- 4-8 IEPs 1 substitute day
- 9-16 IEPs 2 substitute days
- 17-24 IEPs 3 substitute days
- 25-32 IEPs 4 substitute days
- 33+ IEPs 5 substitute days

June 2023

ARTICLE X
TERM OF AGREEMENT

This agreement shall be effective as of September 1, 2023, and shall continue in effect until August 31, 2026. During said period of time, this contract shall be binding upon the District, the Association, and all certificated employees who are represented by the Association as their bargaining agent.

The agreement will be reopened to address any new legislation that impacts this agreement. In addition, one (1) additional opener may be mutually agreed upon.

At the end of the 2023-2024 school year, the agreement will be specifically reopened to address the review / reflection of Special Education language.

EPHRATA SCHOOL DISTRICT NO. 165

By: _____
Ephrata School Board Chairman

EPHRATA EDUCATION ASSOCIATION

By: _____
Ephrata Education Association President

ATTEST: _____
Ephrata School District Superintendent

June 2023

APPENDIX 1

<u>Years</u> <u>of</u> <u>Service</u>	<u>Ephrata Base Salary for 2023-2024</u>							<u>MA+90</u> <u>OR</u> <u>Ph.D.</u>
	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	
0	53,418	54,861	56,356	57,853	62,660	64,043	68,851	71,950
1	54,137	55,599	57,113	58,678	63,534	64,754	69,613	72,691
2	54,823	56,299	57,829	59,512	64,356	65,472	70,315	73,426
3	55,528	57,018	58,566	60,303	65,138	66,152	70,981	74,169
4	56,220	57,776	59,333	61,130	65,995	66,864	71,724	74,938
5	56,934	58,498	60,070	61,969	66,813	67,588	72,433	75,706
6	57,670	59,199	60,824	62,817	67,638	68,330	73,151	76,440
7	58,963	60,514	62,161	64,262	69,155	69,719	74,610	77,995
8	59,625	62,492	64,174	66,450	71,409	71,906	76,866	80,371
9		64,535	66,304	68,662	73,737	74,114	79,193	82,818
10			68,459	70,986	76,129	76,441	81,587	85,332
11				73,379	78,635	78,836	84,091	87,912
12				75,697	81,206	81,322	86,662	90,601
13					83,841	83,897	89,298	93,351
14					86,491	86,549	92,119	96,208
15					88,741	88,797	94,512	98,710
16 or more					90,515	90,574	96,405	100,681

June 2023

APPENDIX 1 (CONT.)

Years of Service	Ephrata Per Diem Rate for 2023-2024							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	297	305	313	321	348	356	383	400
1	301	309	317	326	353	360	387	404
2	305	313	321	331	358	364	391	408
3	308	317	325	335	362	368	394	412
4	312	321	330	340	367	371	398	416
5	316	325	334	344	371	375	402	421
6	320	329	338	349	376	380	406	425
7	328	336	345	357	384	387	415	433
8	331	347	357	369	397	399	427	447
9		359	368	381	410	412	440	460
10			380	394	423	425	453	474
11				408	437	438	467	488
12				421	451	452	481	503
13					466	466	496	519
14					481	481	512	534
15					493	493	525	548
16 or more					503	503	536	559

APPENDIX 2

Supplemental Extended Contracts

- A. The District shall notify an employee in writing of the employee’s supplemental assignment(s) for the next year, if known, by June 1. Upon request, an employee shall receive written notice of the reason for the termination or non-renewal of the supplemental contract.
- B. The District shall issue supplemental contracts for the next year as early as possible and shall endeavor to do so prior to the opening of the school year.
- C. Supplemental assignments shall be subject to annual review and evaluation.
- D. Supplemental contracts shall be issued as follows:

	<u>High School</u>	<u>Middle School</u>	<u>Parkway</u>	<u>Grant</u>	<u>Columbia Ridge</u>	<u>District</u>
Counselor	15	15	11	11	11	
Librarian	5	3	2.5	2.5	2.5	
Dean of Students		11	11	11	11	
School Psychologist						[2] 13
Special Education Coordinator						10
Occupational Therapy/Physical Therapy						[1] 6
Speech Language Pathologist						[2] 6
Developmental Language Specialist						[1] 6
School Nurse						11
High School Spring Arts Festival Community Art Show	5					
Spring Arts Festival		1.5				
Extended Home Economics	10					
Hazardous Waste Coordinator						3
Tiger Vision	22					
Extended Family & Consumer Instructor	10					
FBLA Advisor	[1] 5					
FBLA Assistant(s)	2					
FCCLA Head	[1] 5					
FCCLA Assistant	2					
HOSA Advisor	[1] 5					
HOSA Assistant	2					
TSA or other STEM Leadership STEM Advisor*		5				
Vocational Coordinator	1 period/day					
Extended Agriculture Instructor*	40					
Extended Business, Health Science, STEM & Skilled Technical Instructor	5					
Department Chairs or Grade Level Chair (see Appendix 3)	\$600 per year	\$600 per year	\$600 per year	\$600 per year	\$600 per year	
Summer School Instructor						\$35/hr
CIHS College in High School	Formula below**					

* Extended days prorated per teacher CTE Full Time Equivalent (FTE)

** CIHS See Article V - Section 1 - Subsection M

APPENDIX 3

STIPENDS

Department and Grade-Level Chairs

<u>High School</u>	<u>Middle School</u>	Parkway	Grant	<u>Columbia Ridge</u>	<u>District</u>
Fine Arts English Social Studies Math Science PE/Health Foreign Language Business Special Ed	Lang Arts Math History Science PE Electives Special Ed	7 staff	Kindergarten Grade 1 Grade 2 Grade 3 Grade 4	Kindergarten Grade 1 Grade 2 Grade 3 Grade 4	Special Education SLP** provided there are 4 or more SLPs

With the exception of Parkway, which is represented by staff selected without regard to grade levels or discipline (7 at Parkway) department chairs are aligned to their disciplines at the high school and middle school level.

Department chairs and grade-level chairs are paid a stipend of \$600.00 per year in performance of their duties. Stipends are responsibility driven for services as explained in Article III, Section 5, G.

APPENDIX 4

Teacher Evaluation: OVERVIEW DOCUMENT		
Activity	Timeline	Description
Self-Assessment	<i>Recommended by October 1st (OPTIONAL)</i>	Teacher may complete a self-assessment on criteria components.
Goal Setting	<i>Recommended by November 1st</i> REQUIRED * As stated within the TPEP Student Growth criteria, if not set prior to the evaluation, teacher shall be evaluated on three Student Growth goals (3.1, 6.1 and/or 8.1) as Unsatisfactory.	The teacher will set student growth goal(s). These goals shall be developed with input from the evaluator and may be interrelated or “nested”. Comprehensive Evaluation: set three Student Growth goals (3.1, 6.1 AND 8.1) Focused Evaluation: set one Student Growth goal (3.1, 6.1 OR 8.1)
Formal Observation *Informal observations can be conducted at any time. “The purpose of informal observations, which may be unannounced, is to document staff performance in settings that are outside the formal observation process and are applicable to the employee’s evaluation criteria. Informal observations are intended to document strengths as well as concerns regarding employee performance. Informal observations shall not take place on the day before Thanksgiving, winter, or spring breaks.”	Pre-Observation Conference April 30 th REQUIRED for provisional employees & those with areas of concern. (OPTIONAL for all other employees)	“A pre-observation conference will be REQUIRED for all provisional employees or those employees who have been notified prior to the observation by their evaluator of identified areas of concern in their performance” Pre-Observation Communication: “Any teacher may request a pre-observation conference prior to a scheduled formal observation. A pre-observational conference will be required for provisional employees or those employees who have been notified prior to the observation by their evaluator of identified areas of concern in their performance.”
	Observation Cycle April 30 th REQUIRED * Unless mutually agreed, observations shall not take place on the day before Thanksgiving, winter, or spring breaks. All formal observations will be scheduled for a mutually agreed upon time between the employee and the evaluator.	Observation: “Teachers are observed 2 or more times per year (totaling 60 or more minutes). One observation must be a minimum of 30 minutes. If mutually agreed, the remaining 30 minutes of required observation time may be broken into smaller increments of no less than 10 minutes. Provisional Employees in their third year are observed 3 or more times per year (totaling 90 or more minutes). New Employees observed within the first 90 calendar days (totaling 30 or more minutes).”
	DOCUMENTS: <input type="checkbox"/> Teacher Evaluation: LEARNING MAP <input type="checkbox"/> Teacher Evaluation: OBSERVATION <input type="checkbox"/> Other (these must reflect the appropriate criterion and/or component observed)	Post-Observation Communication * “Except for extenuating circumstances, the evaluator will share his/her observation notes with the teacher within 5 working days.”
Mid-Year Self-Assessment	<i>Recommended to be completed between January to February (OPTIONAL)</i>	Administrator and teacher may meet to discuss current progress. Teacher may complete the self-assessment tool to assist in determining current progress.
Summative Self-Assessment	<i>Recommended by April 30th (OPTIONAL)</i>	Teacher may complete the final summative self-assessment tool.
Final Evaluation	June 1 st REQUIRED * The final evaluation for any teacher on probation must be completed by May 15 th .	The evaluator will complete the final evaluation no later than June 1 st . Either party may request a meeting to review the evaluation. Any evaluation not provided prior to June 1 st shall be considered Proficient on the final summative performance rating and average on the student growth impact rating.
Comprehensive Evaluation - Evaluated on <i>all</i> 8 Washington State Criteria, including Student Growth Components 3.1, 3.2, 6.1, 6.2, 8.1. Observed 2+ times per year (totaling 60+ minutes). Provisional Employees in their third year are observed 3+ times per year (totaling 90+ minutes). New Employees observed within the first 90 calendar days (totaling 30+ minutes).		Focused Evaluation - Evaluated on ONE Washington State Criterion. If not Criterion 3, 6 or 8, then the Student Growth Components 3.1 and 3.2 or 6.1 and 6.2 must be chosen and will be evaluated. Observed 2+ times per year (totaling 60+ minutes).

APPENDIX 5

Teacher Evaluation: OBSERVATION

Teacher Name: _____ Evaluator: _____

Building: _____ Date(s): _____

Components in **bold** are Observable Classroom Strategies and Behaviors.

WA State Criterion	WA State Components	Evaluator's Notes:
#1: Centering instruction on high expectations for student achievement.	1.1 Providing clear learning goals and scales (rubrics) 1.2 Celebrating success 1.3 Understanding students' interests and backgrounds Demonstrating value and respect for typically underserved students	1.1 1.2 1.3
#2: Demonstrating effective teaching practices.	2.1 Interacting with new knowledge 2.2 Organizing students to practice and deepen knowledge 2.3 Organizing students for cognitively complex tasks 2.4 Asking questions of typically underserved students 2.5 Probing incorrect answers with typically underserved students 2.6 Noticing when students are not engaged 2.7 Using and applying academic vocabulary 2.8 Evaluating effectiveness of individual lessons and units	2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8
#3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1 Effective scaffolding of information within lessons 3.2 Planning and preparing for the needs of all students SG 3.1 Establish student growth goal(s) SG 3.2 Achievement of student growth goal(s)	3.1 3.2 SG 3.1 SG 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	4.1 Attention to established content standard Use of available resources and technology	4.1
#5: Fostering and managing a safe, positive learning environment.	5.1 Organizing the physical layout of the classroom 5.2 Reviewing expectations to rules and procedures 5.3 Demonstrating "withitness" 5.4 Applying consequences for lack of adherence to rules and procedures 5.5 Acknowledging adherence to rules and procedures Displaying objectivity and control	5.1 5.2 5.3 5.4 5.5
#6: Using multiple student data elements to modify instruction and improve student learning.	6.1 Designing instruction aligned to assessment 6.2 Using multiple data elements 6.3 Tracking student progress SG 6.1 Establish student growth goal(s) SG 6.2 Achievement of student growth goal(s)	6.1 6.2 6.3 SG 6.1 SG 6.2
#7: Communicating and collaborating with parents and the school community.	7.1 Promoting positive interactions about students and parents – courses, programs and school events Promoting positive interactions about students and parents – timeliness and professionalism	7.1
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	8.1 Seeking mentorship for areas of need or interest 8.2 Promoting positive interactions with colleagues 8.3 Participating in district and school initiatives 8.4 Monitoring progress relative to the professional growth and development plan SG 8.1 Establish team student growth goal(s)	8.1 8.2 8.3 8.4 SG 8.1
My signature below indicates that I have seen this observation. It does not necessarily indicate agreement with the findings.		
Teacher's Signature: _____ Date: _____		
Evaluator's Signature: _____ Date: _____		

Marzano Instructional Framework Aligned to Washington State Teacher Evaluation Criteria

Domain 1: Observable Classroom Strategies and Behaviors

Lesson Segments Involving Routines

- #1 HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT**
- 1.1 Provides clear learning goals and scales **001**
 - 1.2 Celebrates student success **001**

- #6 STUDENT DATA**
- 6.3 Provides opportunities for students to self-reflect and track progress toward learning goals **001**

- #5 SAFE, POSITIVE LEARNING ENVIRONMENT**
- 5.1 Organizes a safe physical layout of the classroom to facilitate movement and focus on learning **006**
 - 5.2 Reviews expectations regarding rules and procedures to ensure their effective execution **006**

Monitoring for the Desired Effect

How do you know the majority of students are getting it?

The Teacher

- Uses progress checks, i.e., exit tickets, clickers, white boards, etc.
- Monitors verbal and nonverbal responses
- Uses a system to record and rate important types of student cues, responses or participation
- Adjusts instruction to student cues, student participation, and/or progress

The Majority of Students

- Attend and respond to instruction

September 3, 2013

Lesson Segments Addressing Content

- #2 EFFECTIVE TEACHING PRACTICES**
- 2.1 Helps students effectively interact with new knowledge **003**
 - 2.1.1 Identifies critical information
 - 2.1.2 Organizes students in small groups to facilitate the processing of new knowledge
 - 2.1.3 Helps students to link prior knowledge to new content
 - 2.1.4 Chunks content into "digestible bites"
 - 2.1.5 Breaks presentation of content and engages students in processing new information
 - 2.1.6 Through questions or activities, students elaborate on new information
 - 2.1.7 Students record and represent knowledge in linguistic and/or nonlinguistic ways
 - 2.1.8 Students reflect on their learning and the learning process

- 2.2** Helps students to practice and deepen knowledge **003**
- 2.2.1 Reviews content, highlights critical information
 - 2.2.2 Organizes students in groups to practice and deepen knowledge
 - 2.2.3 Uses homework when appropriate (not routinely)
 - 2.2.4 Students examine similarities and differences
 - 2.2.5 Students examine errors in their own reasoning or the logic of information presented
 - 2.2.6 Students practice skills, strategies, and/or processes
 - 2.2.7 Students revise previous knowledge

- 2.3** Organizes students for cognitively complex tasks (transfer and application) **004**

- 2.7** Uses and applies Academic Vocabulary

Lesson Segments Enacted on the Spot

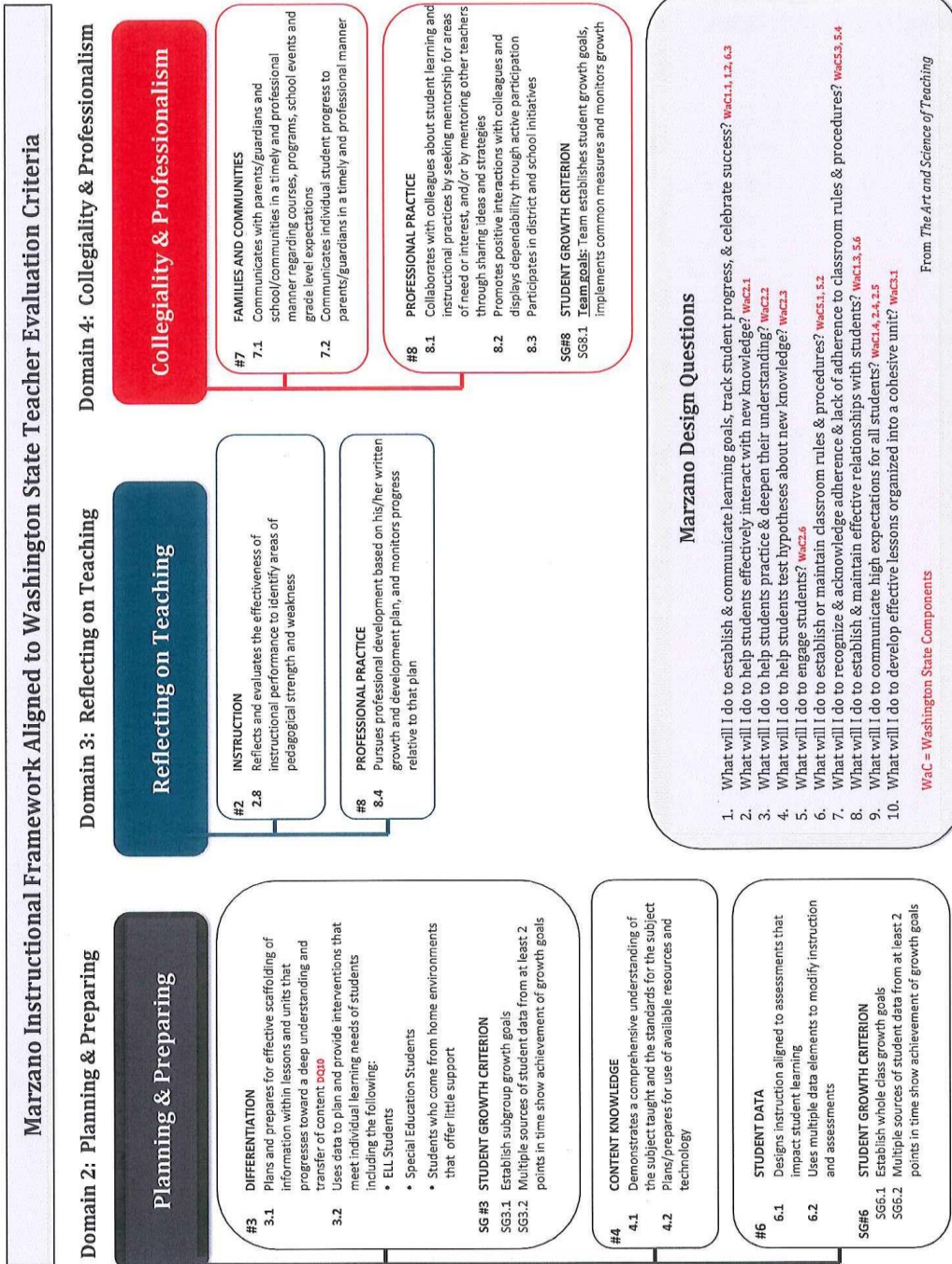
- #2 EFFECTIVE TEACHING PRACTICES**
- 2.6 Engages Students **005**
 - 2.6.1 Notices when students are not engaged
 - 2.6.2 Uses academic games
 - 2.6.3 Manages response rates
 - 2.6.4 Uses physical movement
 - 2.6.5 Maintains a lively pace
 - 2.6.6 Demonstrates intensity and enthusiasm
 - 2.6.7 Uses friendly controversy
 - 2.6.8 Provides opportunities for students to talk about themselves
 - 2.6.9 Presents unusual or intriguing information

- #5 SAFE, POSITIVE LEARNING ENVIRONMENT**
- 5.3 Demonstrates awareness of classroom environment at all times (withitness) **007**
 - 5.4 Applies consequences for lack of adherence to rules and procedures **007**
 - 5.5 Acknowledges adherence to rules and procedures **007**
 - 5.6 Builds positive relationships with students by displaying objectivity and control **008**

- #1 HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT**
- 1.3 Understanding students' interests and backgrounds (positive relationships) **008**
 - 1.4 Demonstrates value and respect for all, including typically underserved students **009**

- #2 EFFECTIVE TEACHING PRACTICES**
- 2.4 Asks questions of typically underserved students with the same frequency and depth as other students **009**
 - 2.5 Probes typically underserved students' incorrect answers **009**

APPENDIX 6 (CONT.)



APPENDIX 7

Teacher Evaluation: COMPREHENSIVE EVALUATION

Teacher Name: _____ Evaluator: _____

Building: _____ Date(s): _____

Observation Dates: _____

(A minimum of two observations throughout the school year for no less than 60 minutes total.)

Provisional Employee Annual Evaluation

(4) Distinguished: differentiating strategies

(2) Basic: using strategies

(3) Proficient: monitoring strategies

(1) Unsatisfactory: not using or using incorrectly

WA State Criterion	Rating:	Comments:
#1: Centering instruction on high expectations for student achievement.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	1.4 1.5 1.6 1.7
#2: Demonstrating effective teaching practices.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	2.9 2.10 2.11 2.12 2.13 2.14 2.15 2.16
#3: Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	3.3 3.4 SG 3.1 SG 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	4.2 4.3
#5: Fostering and managing a safe, positive learning environment.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	5.6 5.7 5.8 5.9 5.10 5.11
#6: Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	6.4 6.5 6.6 SG 6.1 SG 6.2
#7: Communicating and collaborating with parents and the school community.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	7.2 7.3
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	8.5 8.6 8.7 8.8 SG 8.1

APPENDIX 7 (CONT.)

Teacher Evaluation: COMPREHENSIVE EVALUATION

- ❖ Teachers with a “Distinguished” Summative Criteria Score and a “Low” Student Growth Impact Rating cannot be rated higher than “Proficient”.
- ❖ A “Low” Student Growth Impact Rating triggers a student growth inquiry regardless of Summative Criteria Score.

WA State Criterion	Criterion Components	Student Growth	Final CRITERION Score
1: Expectations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
2: Instruction	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
3: Differentiation	<input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/> <input type="radio"/>	
4: Content Knowledge	<input type="checkbox"/> <input type="checkbox"/>		
5: Learning Environment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
6: Assessment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/> <input type="radio"/>	
7: Families & Community	<input type="checkbox"/> <input type="checkbox"/>		
8: Professional Practice	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="radio"/>	
SUMMATIVE CRITERIA SCORE: _____	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	29-32 Distinguished 22-28 Proficient 15-21 Basic 8-14 Unsatisfactory = Plan of Improvement (required)	
STUDENT GROWTH IMPACT RATING: _____	<input type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low	18-20 High 13-17 Average 5-12 Low = Student Growth Inquiry (required)	

It is my judgment, based upon adopted Washington State Criterion, that this teacher’s overall performance has been deemed: Distinguished Proficient Basic Unsatisfactory

Proficient with Student Growth Inquiry ** Basic with Student Growth Inquiry **

Evaluator’s Signature: _____ Date: _____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Teacher’s Signature: _____ Date: _____

* I realize that this evaluation has been deemed UNSATISFACTORY. It will result in a Plan of Improvement and may results in non-renewal of contract.
 Teacher’s Signature: _____ Date: _____

** I realize that this evaluation requires a STUDENT GROWTH INQUIRY. For the next school year I will choose one or more of the following (WAC 392-191A-100): *see Teacher Evaluation: Student Growth Inquiry*

- Examine student growth data in conjunction with other evidence...
- Examine extenuating circumstances...
- Schedule monthly conferences focused on improving student growth...
- Create and implement a professional development plan to address student growth areas...

Teacher’s Signature: _____ Date: _____

The employee has the right to append comments. If such a statement is to be attached, check this box .

APPENDIX 8

Teacher Evaluation – FOCUSED EVALUATION

Teacher Name: _____ Evaluator: _____

Building: _____ Evaluation Date: _____

Observation Dates: _____

(A minimum of two observations throughout the school year for no less than 60 minutes total with written observation notes. WAC 392-191A-110, 120, 130)

Annual Evaluation*Teacher is evaluated on one Criterion. If not a Student Growth Goal, then one must be added.

(4) Distinguished: differentiating strategies

(2) Basic: using strategies

(3) Proficient: monitoring strategies

(1) Unsatisfactory: not using or using incorrectly

WA State Criterion	Rating:	Comments:
#1: Centering instruction on high expectations for student achievement.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	1.8 1.9 1.10 1.11
#2: Demonstrating effective teaching practices.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	2.17 2.18 2.19 2.20 2.21 2.22 2.23 2.24
#3: Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	3.5 3.6 SG 3.1 SG 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	4.4 4.5
#5: Fostering and managing a safe, positive learning environment.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	5.12 5.13 5.14 5.15 5.16 5.17
#6: Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	6.7 6.8 6.9 SG 6.1 SG 6.2
#7: Communicating and collaborating with parents and the school community.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	7.4 7.5
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	8.9 8.10 8.11 8.12 SG 8.1

APPENDIX 8 (CONT.)

Teacher Evaluation – FOCUSED EVALUATION

- ❖ The focused evaluation will include the Student Growth rubrics of the selected criterion.
- ❖ If Criterion 3, 6, or 8 is selected, evaluators will use the accompanying Student Growth rubrics.
- ❖ If Criterion 1, 2, 4, 5, or 7 is selected, evaluators will use Criterion 3 or 6 Student Growth rubrics.
- ❖ While there is no Student Growth impact rating, a rating of “1” on any Student Growth rubric row triggers a Student Growth Inquiry.

WA State Criterion	Criterion Components		Student Growth 3		Student Growth 6
1: Expectations	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
2: Instruction	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
3: Differentiation	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	
4: Content Knowledge	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
5: Learning Environment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
6: Assessment	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	or		<input type="radio"/> <input type="radio"/>
7: Families & Community	<input type="checkbox"/> <input type="checkbox"/>	and	<input type="radio"/> <input type="radio"/>	or	<input type="radio"/> <input type="radio"/>
8: Professional Practice	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	and	Student Growth 8 <input type="radio"/>		
FINAL CRITERION SCORE: _____	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Check this box if any STUDENT GROWTH component has been assessed as unsatisfactory (1). Any score of one (1) in the student growth rating rubric will trigger the Student Growth Inquiry.			

It is my judgment, based upon adopted Washington State Criterion, that this teacher’s overall performance has been deemed:

Distinguished Proficient Basic Unsatisfactory *

Proficient with Student Growth Inquiry ** Basic with Student Growth Inquiry **

Evaluator’s Signature: _____ Date: _____

RCW 28A 405 100 sec(1)(3)(a)

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

Teacher’s Signature: _____ Date: _____

* I realize that this evaluation has been deemed UNSATISFACTORY. It will result in a Plan of Improvement and may results in non-renewal of contract.

Teacher’s Signature: _____ Date: _____

** I realize that this evaluation requires a STUDENT GROWTH INQUIRY. For the next school year I will choose one or more of the following (WAC 392-191A-100): *see Teacher Evaluation: Student Growth Inquiry*

Examine student growth data in conjunction with other evidence...

Examine extenuating circumstances...

Schedule monthly conferences focused on improving student growth...

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

Teacher’s Signature: _____ Date: _____

The employee has the right to append comments. If such a statement is to be attached, check this box .

APPENDIX 9

**CERTIFICATED NON-CLASSROOM EMPLOYEE
EVALUATION REPORT
EPHRATA SCHOOL DISTRICT
LONG FORM**

Employee Name

	CRITERIA Refer to list of adopted criteria	S A T I S F A C T O R Y	U N S A T I S F A C T O R Y	N E E D S I M P R O V E M E N T	STRENGTHS – WEAKNESSES SUGGESTIONS FOR IMPROVEMENT (comments must be made in each category)
1.	Knowledge and Scholarship in Special Field				
2.	Specialized Skills				
3.	Technical Environment				
4.	Effort Towards Improvement When Required				
5.	Interest in Assisting Pupils				

ADDITIONAL COMMENTS

Employee's Signature

Date

Principal's Signature

Date

June 2023

APPENDIX 9 (CONT.)

EVALUATION REPORT

(NON-CLASSROOM EMPLOYEE)

TYPE OF

EVALUATION

NAME	_____	<input type="checkbox"/>	ANNUAL
SCHOOL	_____	<input type="checkbox"/>	90 DAY
ASSIGNMENT	_____	<input type="checkbox"/>	OTHER
If less than full time, specify		<input type="checkbox"/>	

It is my judgement, based upon adopted criteria, that this employees' overall performance has been

_____ during the evaluation period covered in this report.

SATISFACTORY OR UNSATISFACTORY

Principal's Signature

I realize that if this evaluation has been deemed unsatisfactory, it may result in non-renewal of contract.

Employee's Signature

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. The employee has the right to append comments; if such a statement is to be attached; check _____

Date

Employee's Signature

Evaluation Format for Next Year:

<input type="checkbox"/>	Short Form
<input type="checkbox"/>	Professional Growth
<input type="checkbox"/>	Long Form

APPENDIX 10

CERTIFICATED NON-CLASSROOM EMPLOYEE
 EVALUATION REPORT
 EPHRATA SCHOOL DISTRICT
 LONG FORM - PROVISIONAL

Employee Name

	CRITERIA	S A T I S F A C T O R Y	U N S A T I S F A C T O R Y	N E E D S I M P R O V E M E N T	STRENGTHS – WEAKNESSES SUGGESTIONS FOR IMPROVEMENT (comments must be made in each category)
1.	Knowledge and Scholarship in Special Field				
2.	Specialized Skills				
3.	Technical Environment				
4.	Effort Towards Improvement When Required				
5.	Interest in Assisting Pupils				

ADDITIONAL COMMENTS

Employee's Signature

Date

Principal's Signature

Date

June 2023

APPENDIX 10 (CONT.)

EVALUATION REPORT (NON-CLASSROOM EMPLOYEE)

<u>EVALUATION</u>		<u>TYPE OF</u>
NAME	_____	ANNUAL
SCHOOL	_____	90 DAY
ASSIGNMENT	_____	OTHER
	If less than full time, specify	

It is my judgement, based upon adopted criteria, that this employees' overall performance has been

_____ during the evaluation period covered in this report.
SATISFACTORY OR UNSATISFACTORY

Principal's Signature

I realize that if this evaluation has been deemed unsatisfactory, it may result in non-renewal of contract.

Employee's Signature

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. The employee has the right to append comments; if such a statement is to be attached; check _____

Date Employee's Signature

Evaluation Format for Next Year:

	Provisional
	Long Form

June 2023

APPENDIX 11

EVALUATION REPORT

Ephrata School District

Certificated Non-Classroom Employee Short Form

Name	Annual Evaluation
School	
Teaching Assignment	
Date(s) of Observation(s)	

Criteria

1. Knowledge and Scholarship in Special Field
2. Specialized Skills
3. Management of Special and Technical Environment
4. Effort Toward Improvement When Required
5. Interest in Assisting Pupils

Comments:

It is my judgment, based on adopted criteria, that this teacher's overall performance has been satisfactory during the evaluation period covered in this report.

Date	Principal's Signature

My signature below indicates that I have seen this evaluation and does not necessarily indicate agreement with the findings. The employee has the right to append comments; if such a statement is to be attached, check _____.

Date	Teacher's Signature

Evaluation Format for Next Year:

- Short Form
- Professional Growth
- Long Form

June 2023

APPENDIX 12

EPHRATA SCHOOL DISTRICT NO. 165

**Certificated Non-Classroom Employee
Professional Growth Progress Report**

Teacher's Name _____

Supervisor's Name _____

Please list the certificated employee's goal statement in the space provided:

PROGRESS NOTES

I. Date of initial goal setting conference: _____

II. Date of mid-year progress conference: _____

Summary notes:

_____ / _____ INITIALS

June 2023

APPENDIX 12 (CONT.)

**Certificated Non-Classroom Employee
Professional Growth Progress Report**

III. Date of year-end assessment conference: _____

Attach summary comments from both certificated employee and administrator if more space is needed.

_____ / _____ INITIALS

_____ has demonstrated successful

_____ performance and has met statutory requirements.

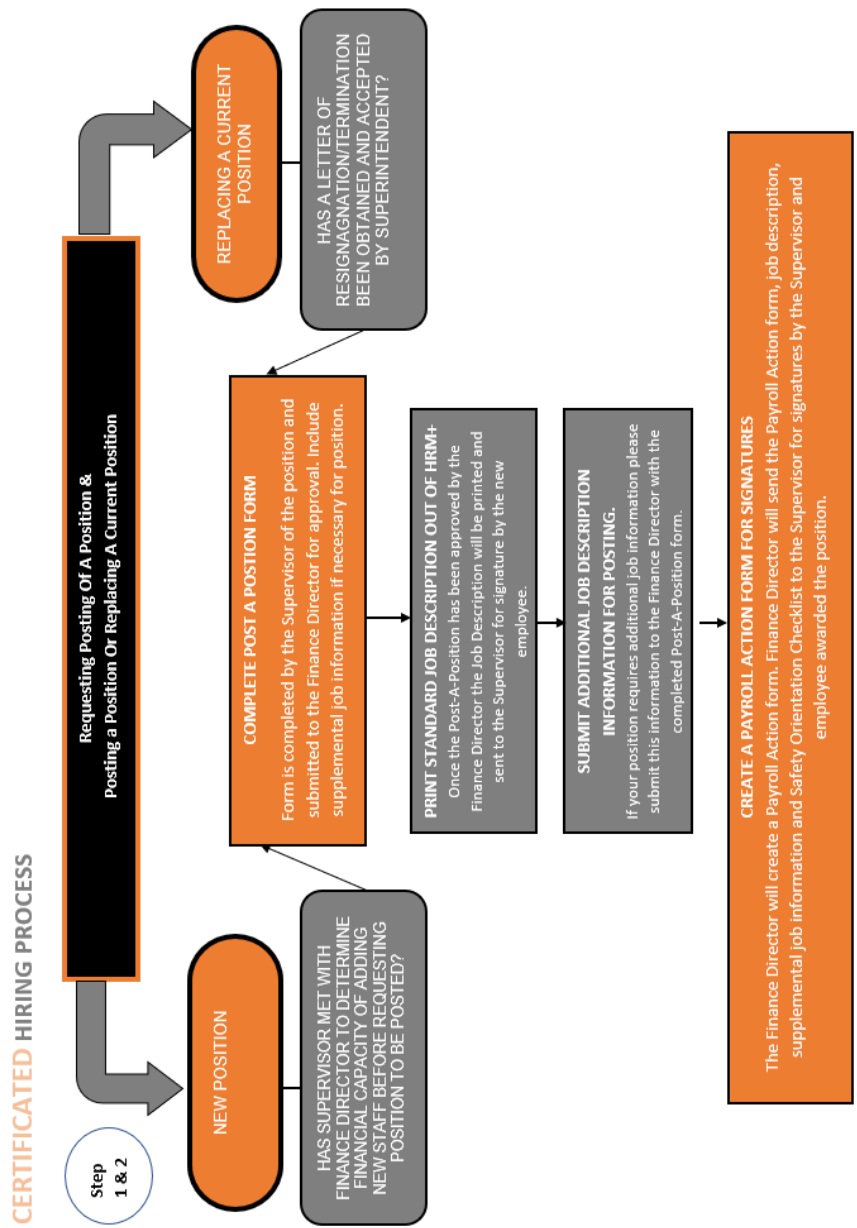
Date _____

Supervisor _____

Evaluation Format for Next Year:

- _____ Short Form
- _____ Professional Growth
- _____ Long Form

APPENDIX 13



CERTIFICATED HIRING PROCESS

Step 3

IN DISTRICT REASSIGNMENT POSTING

OPEN POSITION INFORMATION SENT TO STAFF
The Administrative Assistant sends an email regarding the open position to Certificated Staff and is open for 5 days.



LETTER OF INTEREST
Interested Certificated Staff submits a letter of interest to the HR Director at hr@ephrataschools.org. HR will send a response stating letter of interest has been received.

CERTIFICATED HIRING PROCESS

Step 4

INTERVIEW PROCESS/SELECTION – IN DISTRICT REASSIGNMENT

THE FOLLOWING MUST BE CONFIRMED BEFORE POSITION CAN BE OFFERED:
Does the applicant(s) have the necessary endorsements for this position AT THE TIME of application?
If NO, they are NOT qualified for the position and should not be interviewed.



Supervisor/Principal/Director Notified
The HR Director will forward letters of interest to the Supervisor/Principal/Director of any In District Staff requesting reassignment.

CERTIFICATED HIRING PROCESS

Step 4
Cont.

INTERVIEW PROCESS/SELECTION – IN DISTRICT REASSIGNMENT

SUPERVISOR SETS UP INTERVIEW PANEL

Supervisor selects screening panel to review applications & interview applicants. Applicants without the minimum qualifications (certification) at the time of the application should not be selected for interview.

*Check bargaining agreement(s) for guidance on certification required for position, if applicable. *

INTERVIEW QUESTIONS ARE REVIEWED AND EDITED AS NEEDED

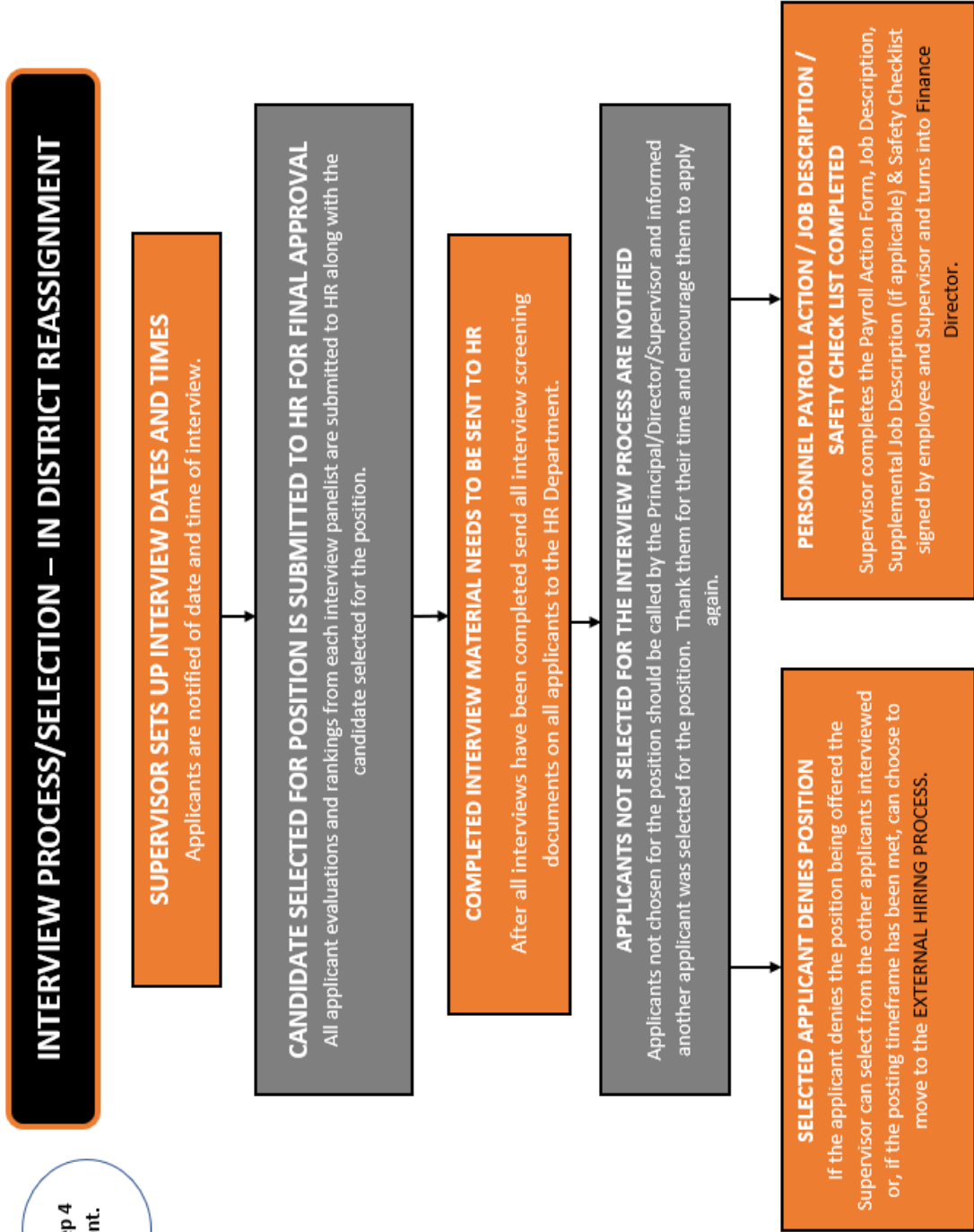
Supervisor works with HR Director on interview questions. After interview questions are finalized copies are made for each member on the interview panel for each applicant. Interview questions should include the applicant's name, date and time of interview and the name of the employee ranking each applicant.

INTERVIEW PANEL SIGNS CONFIDENTIAL AGREEMENT

All employees on the interview panel are required to sign the Confidential Agreement. This agreement is kept with the interview questions. All interview questions & agreements by all panelists must be returned to the HR Department within 3 days of the interview.

CERTIFICATED HIRING PROCESS

Step 4
Cont.



CERTIFICATED HIRING PROCESS

Step 5

Final Hiring Steps

TRANSFER LETTER
The Admin Secretary sends transfer letter to Principal, EEA President, Finance Director and Employee.

June 2023

APPENDIX 14

To: **The Ephrata Board of Directors**
District No. 165
499 C St. NW
Ephrata, WA 98823

Ephrata School

ADVANCED

RETIREMENT/RESIGNATION

NOTIFICATION

Dear Board Chairman:

Please consider this an official letter of advance notification of retirement /resignation from my position as

This advanced notification, if accepted by the Board of Directors, will become effective

Signature of Employee

Date

This resignation was accepted by the Ephrata School Board at their regular meeting,

Date

.....

Individuals who notify the District of their intent to retire or separate from service at the end of the current school year and submits an official letter of resignation shall be issued a stipend equivalent to four (4) days at (their) per diem rate if received by January 1st; or the equivalent of three (3) days if received by February 1st; or the equivalent of two (2) days if received by March 1st.

Amended 1/1/16

June 2023

APPENDIX 15

**EPHRATA SCHOOL DISTRICT
EPHRATA EDUCATION ASSOCIATION
FORMAL GRIEVANCE**

NAME OF GRIEVANT:		
ADDRESS:		PHONE:
ASSIGNMENT:	BUILDING:	DATE:
PERSON TO WHOM GRIEVANCE IS SUBMITTED:		

SPECIFIC CONTRACT ARTICLE, BOARD POLICY, CODE, RULE, REGULATION, PRACTICE, OR HEALTH OR SAFETY CONDITION VIOLATED:
--

PRIOR ACTIONS TAKEN:

BRIEF DESCRIPTION OF GRIEVANCE:

DATE VIOLATION OCCURRED:
DATE GRIEVANT BECAME AWARE OF VIOLATION:

REMEDY SOUGHT:

SIGNATURE OF GRIEVANT: _____ DATE: _____

Send original signed grievance to the person with whom the grievance is filed.

Send one copy each to the Superintendent and Association President.

Keep one copy.