

Vision Statement

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

2014 – 2017



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 21<sup>st</sup> Century.

TABLE OF CONTENTS

<b>ARTICLE I</b> .....	2
<b>ADMINISTRATION</b> .....	2
<b>SECTION 1. DEFINITION OF TERMS</b> .....	2
<b>SECTION 2. RECOGNITION</b> .....	3
<b>SECTION 3. STATUS OF AGREEMENT</b> .....	3
<b>SECTION 4. CONTRACT COMPLIANCE</b> .....	3
<b>SECTION 5. DISTRIBUTION OF CONTRACT</b> .....	4
<b>ARTICLE II</b> .....	4
<b>BUSINESS</b> .....	4
<b>SECTION 1. DUES, DEDUCTIONS &amp; REPRESENTATION FEES</b> .....	4
<b>SECTION 2. OTHER DEDUCTIONS</b> .....	5
<b>SECTION 3. ASSOCIATION RIGHTS</b> .....	5
<b>SECTION 4. MANAGEMENT RIGHTS</b> .....	5
<b>SECTION 5. JOINT MEETINGS</b> .....	6
<b>ARTICLE III</b> .....	6
<b>PERSONNEL</b> .....	6
<b>SECTION 1. EMPLOYEE RIGHTS</b> .....	6
<b>SECTION 2. ACADEMIC FREEDOM</b> .....	6
<b>SECTION 3. PERSONNEL FILES</b> .....	6
<b>SECTION 4. WORKING FILES</b> .....	7
<b>SECTION 5. EMPLOYMENT, ASSIGNMENT AND TRANSFER</b> .....	7
<b>SECTION 6. INSURANCE</b> .....	12
<b>SECTION 7. PROTECTION AND PRIVACY</b> .....	12
<b>SECTION 8. TAX SHELTERED ANNUITIES</b> .....	13
<b>SECTION 9. STUDENT DISCIPLINE</b> .....	13
<b>SECTION 10. JUST CAUSE</b> .....	13
<b>SECTION 11. TRAVEL REIMBURSEMENT</b> .....	14
<b>SECTION 12. WORK LOAD</b> .....	14
<b>SECTION 13. SCHOOL CALENDAR</b> .....	16
<b>ARTICLE IV</b> .....	16
<b>PERSONNEL LEAVES</b> .....	16
<b>SECTION 1. SICK LEAVE</b> .....	16
<b>SECTION 1.1. SICK LEAVE SHARING</b> .....	17
<b>SECTION 2. PERSONAL EMERGENCY LEAVE</b> .....	18
<b>SECTION 3. MATERNITY AND PATERNITY LEAVE</b> .....	18
<b>SECTION 4. CHILD REARING LEAVE</b> .....	19
<b>SECTION 5. JURY DUTY AND SUBPOENA LEAVE</b> .....	19
<b>SECTION 6. STAFF LEAVE</b> .....	19
<b>SECTION 7. LEAVE FOR HOLIDAYS OF FAITH &amp; CONSCIENCE</b> .....	20
<b>SECTION 8. ASSOCIATION LEAVE</b> .....	20
<b>SECTION 9. POLITICAL LEAVE</b> .....	20
<b>ARTICLE V</b> .....	21
<b>CONTRACT AND SALARY PLACEMENT</b> .....	21
<b>SECTION 1. CONTRACTS, WORKDAY AND PAYMENT</b> .....	21
<b>SECTION 2. PLACEMENT ON SALARY SCHEDULE</b> .....	27
<b>SECTION 3. SALARIES</b> .....	28
<b>SECTION 4. SUPPLEMENTAL CONTRACTS MENTOR TEACHERS</b> .....	28

<b>ARTICLE VI</b> .....	29
<b>GRIEVANCES</b> .....	29
<b>SECTION 1. GRIEVANCE PROCEDURE</b> .....	29
<b>ARTICLE VII</b> .....	32
<b>STAFF REDUCTION AND RECALL</b> .....	32
<b>SECTION 1. STAFF REDUCTION</b> .....	32
<b>ARTICLE VIII</b> .....	34
<b>EVALUATIONS</b> .....	34
<b>SECTION 1. GENERAL</b> .....	34
<b>SECTION 2. RESPONSIBILITY FOR EVALUATION</b> .....	34
<b>SECTION 3. EVALUATION CRITERIA</b> .....	34
<b>SECTION 4. REQUIRED EVALUATIONS</b> .....	35
<b>SECTION 5. OTHER EVALUATIONS</b> .....	35
<b>SECTION 6. OBSERVATION/LONG FORM EVALUATIONS</b> .....	36
<b>SECTION 7. OBSERVATION/EVALUATION PROCEDURES</b> .....	36
<b>SECTION 8. PROBATION</b> .....	36
<b>ARTICLE IX</b> .....	37
<b>SPECIAL EDUCATION</b> .....	37
<b>SECTION 1. POLICIES AND PROCEDURES</b> .....	37
<b>SECTION 2. SPECIAL EDUCATION ADVISORY COMMITTEE</b> .....	37
<b>SECTION 3. SP ED WORKLOAD AND COMPENSATION</b> .....	38
<b>ARTICLE X</b> .....	39
<b>TERM OF AGREEMENT</b> .....	39

<b><u>Appendices</u></b>	<b><u>Page</u></b>
1 Certified Employees' Salary Schedule and Criteria	40
2 TRI Schedule Reporting Form	41
3 Supplemental Extended Contracts	42
4 Evaluation Criteria	44
5 Long Form	45
6 Observation of Classroom Teachers	47
7 Professional Growth Progress Report	49
8 Long Form – Provisional	51
9 Advanced Retirement Notification	53
10 Certificated Non-Classroom Employee Long Form	54
11 Certificated Non-Classroom Employee Long Form – Provisional	56
12 Certificated Classroom Teacher Short Form	58
13 Certificated Non-Classroom Employee Short Form	59
14 Department and Grade Level Stipends	60

September 2014

The Ephrata School District complies with all state and federal rules and regulations and does not discriminate on the basis of race, color, national origin (including language), sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, or the use of a trained dog guide or service animal by a person with a disability. This holds true for all district employment and for all students who are interested in participation in educational programs, and/or extracurricular school activities. The district provides equal access to Boy Scouts and other designated youth groups. Inquiries regarding compliance and/or grievance procedures may be directed to the school district coordinators: Title IX/Chapter RCW 28A.640, Michele Webb, 509-754-5285 Section 504/ADA, Travis Eloff, 509-754-3538 Harassment, Aaron Cummings, 509-754-5285

**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**  
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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.
- B. The term "**Association**" shall mean Ephrata Education Association, which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).
- C. The term "**Parties**" shall mean the District and the Association.
- D. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the parties.
- E. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
- F. The term "**President**" shall mean the President of the Association or his/her designee.
- G. The term "**Employment contract**" shall mean the individual contract issued to and signed by the employee pursuant to RCW 28A.405.210.
- H. The term "**Supplemental Contract**" shall mean that contract issued and signed in accordance with RCW 28A.405.240. There shall be four 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.
- I. The term "**SPI**" shall mean the Office of the Washington State Superintendent of Public Instruction.
- J. The term "**Building Rep**" shall mean the Association's Building Representative
- K. 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).
- L. The term "**RIF**" as used in the article on Layoff and Recall shall mean Reduction in Force.
- M. "**Certificated employee**" or "**employee**" shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- N. 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.
- O. "**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.
  - 3. Provisional employees are not eligible to apply for transfers within the District until completion of the provisional period. Further, provisional employees will only be involuntarily transferred in response to unforeseen program or student enrollment changes within the District.
- P. 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.
- Q. 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. Confidential Employees
  - 4. Principals
  - 5. Assistant Principals
  - 6. Directors and Coordinators
  - 7. 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.
- 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 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 only in writing and only between August 1 and August 30 prior to the year in which the dues shall be assessed. Revocation shall not exempt the employee from the fair share representation fee.
- B. **Fair Share Representation Fee:** No non-administrative certificated employee shall be required to become a member of the Association. Any employee in the bargaining unit who is not a member shall be required to pay a fair share representation fee to the Association which shall be in an amount not more than the combined dues required under paragraph (1) of this section and shall not include any political deductions such as WEAPAC or NEA FCPE and shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligations to represent all members of the bargaining unit. In the event that the fair share representation fee is protested based on bona fide religious tenets or teachings of a church or religious body, such employee shall pay an amount of money equivalent to regular union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the bargaining unit representative. Such protest shall be handled according to law (RCW 41.56.122) and PERC rules.
- C. **Exempt Employees:** Any employee who was not a member of the Association prior to September 1, 2000, shall be exempt from the fair share fees unless after that date he/she submitted a notice of membership as allowed in paragraph (1), above.
- D. **New Employees:** Any new employee, hired after September 1, 2000 shall be required to pay the fair share fee required in paragraph (2) above unless he/she elects to become a member of the Association pursuant to section (1) above.
- E. **Deductions:** All of the dues or fees 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 or fees 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 or fair share fees. The amount of the annual dues or fair share fees 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 or fair share fee 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.
- F. **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.
- G. **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 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 three 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
- G. The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall be given the opportunity to speak to all employees as an official part of the program during any District sponsored new employee orientation and during any year opening district-wide employee meeting. The EEA part of the agenda shall be presented to the Superintendent prior to the meeting to maintain positive relationships.

## **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

September 2014

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.

- A. 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 often than monthly, unless mutually agreed otherwise. Board members may be invited to attend such meetings which 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. 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 domicile, race, creed, religion, color, national origin, age, sex, marital status or the presence of any sensory, mental or physical handicap except as required by law.

### **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, state standards (GLEs), 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. 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. This includes, for Title I schools or classrooms, teachers that meet Highly Qualified status as specified in law

- 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. However, in the case of Title I schools or classrooms, highly qualified status will be a factor in the selection, assignment or transfer of certificated staff.
  - 2. The quality of the employee's work, related experience, and the certified employee's overall evaluations have been satisfactory.
  - 3. A minimum of 24-quarter hours of college preparation in the discipline to which the employee is to be assigned.
  - 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 a state land grant university. 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. 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. "Involuntary Transfer" shall mean a change of position that comes about as a result of action initiated by the District. The District may issue an involuntary transfer, when it determines that such a transfer is in the best interest of the District's educational program.
  - 6. The flow of students moving through grades K-12 may sometimes 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 re-assigned or transferred to a different teaching assignment to stay employed.
- 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 school district in writing by March 1 of their intent to retire at the end of the current school year or (in the case of a teacher leaving the district) submits an official letter of resignation shall be issued a stipend equivalent of two days at (their) per diem rate.
- D. The District shall give notice of vacancies occurring with the District by posting a notice listing vacancies, which are to be filled in each building 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 with the administrative officer of the District responsible for personnel. All vacancies shall be filled by the person whose qualifications and credentials best meet the needs of the District educational program and the personal convenience and preference of the employee.
1. **Vacancy:** the term "vacancy" shall mean when an employee position occurs as a result of a resignation, retirement, death, or reassignment, after the District has made all reassignments, voluntary or involuntary transfers, including movement within the building or District. In this case, it is understood that a vacancy would exist when the District becomes understaffed and needs to hire someone as a replacement to carry on existing programs and services.
  2. **New Position:** the term "new position" shall mean an opening for a position that did not exist and that is not created by the flow of students moving through the system and which occurs after the District has completed all voluntary or involuntary transfers, including movement within the building or District. 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. Most often, but not solely, new positions are created to meet the needs of a larger student enrollment, need for additional programs or services, or when additional state or federal funds become available to reduce class sizes.
  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 application according to posting requirements.
    - b. All currently employed qualified applicants applying for the vacancy or new position shall receive an interview.
    - c. While some consideration will be given to both part-time people wishing to go fulltime or number of years of experience in the District, neither factor by itself nor collectively shall give any employee any preferential placement.
    - 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.
    - e. All vacancies and new positions shall be filled by the person whose qualifications and credentials best meet the needs of the District education program.
    - f. All applicants who were interviewed for the vacancy will be notified when the position has been filled.
    - g. 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.

4. **Vacancies and New Positions in Relation to Reduction in Force:** If the District is in the Reduction in Force mode of operation due to lack of financial resources (specified in Article VII Staff Reduction and Recall), the District shall avoid unnecessary non renewals or involuntary terminations by transferring such person(s) targeted for non renewal into a vacancy or new position for which they are qualified, including filling in for someone on a long term leave, without opening such position to the bargaining unit (Article VII, Section 1.C1). If it becomes necessary to RIF an employee(s), this person(s) shall be placed 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 such vacancy or new 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 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 substitute. If the "late vacant" position is to be filled with a temporary substitute, 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 substitute will be hired on a temporary substitute basis and duties would terminate upon District demand. 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 (2<sup>nd</sup>) 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 other than an assignment.
- E. Employees shall be notified by May 30, or as soon as possible thereafter, of any changes in their teaching assignment for the ensuing year, including teaching or any special assignments. Involuntary transfers or transfers after notice of assignment shall be made only pursuant to prompt written notice to the employee and when necessary to meet the staffing needs of the District educational program.
- F. **Interviewing Inside and Outside Candidates for Certified and Paraprofessional Positions**
1. Department chairs and grade level chairs are expected to provide input to supervisors regarding pre-selection criteria for vacated and new certified and paraprofessional positions open within their department or grade level.
    - a. It is the responsibility of the department or grade level chair to solicit input from and communicate with other faculty in the department or grade level regarding pre-selection criteria.
    - b. The department 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. While principals agree to consider pre-selection input from department or grade level chairs regarding filling classified positions, faculty cannot expect to be included in the interview process for hiring classified employees.

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 to fill a certified vacancy or a new certified position that has been advertised to the public (outside the District).
  - 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 and/or classified 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. **Department and Grade-Level Chairs**

Departments will be organized in a fashion to align with curricular disciplines or types of services provided to students. 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 14).

Each department or building grade level may elect its chair. This role is important in providing leadership to other staff in terms of meeting the goals of the District Improvement Plan, Building Improvement Plans and PLC work. 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 principal/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. The position involves a professional commitment to Ephrata School District. 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 principal determine the employee has not carried out the requirements of the position as outlined in G.1 above, the principal shall ask the department to select a new chair the following year.
3. If the chairperson or other teacher is requested by the principal/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, he/she shall be paid at curriculum rate for a predetermined number of hours for work performed.

#### H. **Grades K-6 RTI Teams**

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, and Parkway 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. Referring teachers are paid for their time (@ curriculum rate) only while in attendance at the RTI meeting per timesheet.
3. Grades K-6 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 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 agreed 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.

I. **Grades K-6 PBIS Team**

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 agrees to give to certificated employees those monies paid for medical benefits as allocated by the State with guidelines and regulations as determined by SPI. Certificated employees who are on contracts other than full-time standard contracts shall receive insurance benefits in the same proportion as their contract bears to a full-time contract.

- A. The District and Association will mutually select the carriers/plans to deliver basic insurance to certified employees. The District will make available vision, dental and medical to bargaining unit employees. Each month, the District will provide the full state allocation rate per full-time employee, regardless of the source of funds utilized to pay each employee's salary, prorated on the basis of the employee's full time equivalency (FTE).
- B. After all basic insurance has been paid from the benefit allocation from S.P.I., any and all excess benefit revenues will be pooled and expended for optional benefits equally as determined by the Association.
- C. The District and Association agree to the following provision in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940). Each month, the District will subtract the cost of vision and dental insurance premiums from the state allocation rate per FTE; the amount remaining will be applied toward the medical insurance plan selected by the employee, provided, that before any pooling, every employee will pay the first ½ % of medical premiums for whichever plan they chose during the 2014-15 school year; ¾ % of medical premiums for whichever plan they chose during the 2015-16 school year, and 1% of medical premiums for whichever plan they chose during the 2016-17 school year. After pooling, if there is any remaining portion of medical insurance premiums, they will be deducted from the Employee's salary warrant.
- D. Beginning in 2014-15, the carve out shall be paid in full for a full-time equivalent employee. A pro-rated share of carve out is paid for part-time employees according to the percentage of contracted FTE. Continued funding of the carve out is tied to continued passage of the Maintenance and Operation (M&O) Levy.
- E. An employee whose spouse or domestic partner is also a member of this same bargaining unit, may elect to combine his/her allocation with that of his/her spouse or domestic partner for the purchase of a single medical insurance plan to offset the employee's out of pocket cost for medical insurance premiums in excess of the required percentage paid by individual employees established in this Section. Any unused portion of the combined insurance allocation shall remain available for pooling. If such Employees elect "double coverage" for themselves and/or children, they shall pay the difference in premium.

**SECTION 7. PROTECTION AND PRIVACY**

**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.

**Liability Insurance:** the District shall provide liability coverage for employees acting within the scope of their employment as required by RCW 28A.400.370 to the extent of coverage provided under the District's Insurance Policy.

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

September 2014

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.

The District shall investigate and take appropriate action when an employee complains that he/she has been sexually harassed. Following District investigation, the District shall give the complaining employee a written report of the findings and recommendations.

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 42.17.

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.

**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 he/she 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**

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.

#### **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. 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.
- D. 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.
- E. 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.

- F. 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 he/she 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 curriculum conferences and professional meetings shall be entitled to reimbursement for reasonable 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.

**SECTION 12. WORK LOAD**

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

		<u>Load Limit</u>	<u>High Poverty</u>	<u>Class size Limit</u>
1.	K		20.3	25.23
2.	1		20.3	25.23
3.	2		24.1	25.23
4.	3		24.1	25.23
5.	4			27
6.	5			28
7.	6	165		28
8.	Middle/High	165		30

High Poverty class sizes are applicable to those schools that fit the State's definition of high poverty schools. Only in such cases do those class size limits take effect.

Enhanced state funding for Grades K-3: Ephrata School District will do its best to maximize the K-3 ratio funding (if restored) in order to keep class sizes as low as possible. The EEA recognizes that K-3 Funding Enhancement funds help provide specialist (counselor, librarian, P.E., music, and nursing services).

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 an 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.

C. **Overload Procedure:** Prior to any class size exceeding the above limits [one student less than the maximum] the building administrator and the teacher involved, shall meet and determine what resolution to follow should the maximum class or load limit be exceeded.

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.

E. **Student Placements**. The Ephrata Education Association and the Ephrata School District recognize a growing number of students with special needs. This includes, but may not be limited to, students with medical problems, English as Second Language (ESL) students, and students with behavioral problems. If the teacher so requests, a meeting will be scheduled with the building principal/designee and the teacher involved to insure the appropriate plan is developed for the student and the class. Such meeting will take place within five (5) working days of the teacher's request and should include all teachers involved. Children under IEPs will be placed in classrooms according to law

The primary case manager who is responsible for writing IEPs and/or Washington Alternative Assessment System (WAAS Portfolio) for their students, shall be paid a stipend equal to two (2) hours at their per diem rate of pay per completed IEP and ~~for~~ three (3) hours at their per diem rate per WAAS Portfolio completed. Any regular education teacher, with prior approval of the Director of Special Education, who significantly contributes to the completion of an IEP shall be paid a stipend equal to one (1) hour at curriculum rate per IEP completed. A monthly schedule of due dates for IEPs and WAAS Portfolio's will be distributed to buildings and 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.

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

F. **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.

- G. 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.
- H. **“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 will then share the results of the survey with 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. There will be two (2) “opening school days”, three (3) “professional development days”, and four (4) “initiative days” adopted in the District’s annual calendar as per Article V, Section 1, Paragraph H.1 of this contract.

## **ARTICLE IV** **PERSONNEL LEAVES**

### **SECTION 1. SICK LEAVE**

- 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.
- 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 is defined to cover:**
  - 1. Serious illness or injury including dental, of employee which incapacitates or prevents him/her from working and/or which might endanger the health of students.
  - 2. Contagious or infectious sickness in the immediate family residing under the same roof, which might endanger the health of students.

3. 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.
  4. The Superintendent may, at any time, require a licensed medical doctor's documentation of proof of illness/injury or licensed medical doctor's documentation of release to work. If such verification results in extra expense to the employee, the cost shall be borne by the district.
- D. A certificated employee who knows in advance that he/she will be absent for medical purposes should notify the immediate building supervisor.
  - E. The District shall provide the employees an annual accounting of sick leave accumulation on a monthly basis through their payroll warrants.
  - F. 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-4 of Article IV.
  - G. If requested by teacher, the principal will make every effort possible to replace the paraprofessional during their absence.

### **SECTION 1.1. SICK LEAVE SHARING**

**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 is suffering or who has a spouse or child (or step child or grandchild) living in the same household who is suffering from an extraordinary or severe illness, or a life threatening injury, impairment physical or mental condition which has caused the employee to take leave without pay or is likely to cause the employee to terminate his/her employment. Except for bookkeeping and paperwork costs incurred by the District, implementation of this program shall be cost neutral to the District. It is agreed that sick leave sharing in Ephrata School District is not intended to be used to care for parents or grandparents. For other definitions, see WAC 251-22-250.
- C. **Accumulation:** an employee who has an accrued balance of more than sixty (60) days is allowed to transfer sick leave into the Bank. Such employees are allowed to transfer up to six (6) days (whole) day increments during any twelve (12) month period. 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 sixty (60) days. No employee may draw more than a lifetime maximum of two hundred sixty-one (261) days from the bank while employed during total state 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.

Leave eligibility, leave donation, and leave administration is covered in WACs 251-22-250 through 290, the employee must have depleted his/her annual and sick leave reserves and abided by school district policy in using such sick leave. For work related illness or injury, the employee has diligently pursued and been found ineligible to receive benefits under Chapter 51.32 RCW.

- 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, such rules shall not be in conflict with RCW 41.04.150, 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.

## **SECTION 2. 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 3. MATERNITY AND PATERNITY LEAVE**

- A. Maternity Leave shall be allowed pregnant employees for disability related to pregnancy and childbirth. The normal allowable maternity leave is six (6) weeks. An employee requesting maternity leave shall give written notice to the District prior to the commencement of said leave. The written request for maternity leave shall include a statement as to the expected date of return to employment.
- B. An employee shall be entitled to use sick leave in conjunction with a request for maternity leave to the extent that the attending physician certifies that the absence from school is a result of disability due to pregnancy and/or childbirth. Absence not so verified by the attending physician shall be deemed a leave of absence without pay.
- C. An employee may request that the maternity leave be a leave of absence without pay during the period of time the employee will be absent from work for maternity purposes.
- D. Ephrata School District grants up to three days paternity leave for the father to be with their child during the time of childbirth or adoption of a child under the age of six. Such paternity leave shall be charged against sick leave. An employee is entitled to up to twelve weeks unpaid leave under the Family and Medical Leave Act. Paternity leave that extends beyond the three initial days shall be unpaid leave. However, Family Medical Leave can be paid leave when the reason for such leave (for example, medical-related complications) falls under regular sick leave guidelines for which the employee has earned sick leave available. A written request (thirty days in advance) for paternity leave shall include a statement as to the expected date of leave and return to employment.
- E. **Family Birth Leave.** An employee is allowed up to three (3) days "paid" leave (charged to sick leave) to be with his/her child (daughter or daughter-in-law) 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 sick leave days.

If an emergency medically-related complication occurs (as verified in writing by a physician) before/during/or after childbirth that requires the employee to provide care for the delivering mother or newborn, such employee may continue to use sick leave to provide such care if approved under the Family Medical Leave Rules. Employees are required to apply for Family Medical Leave for any absence beyond the three initial sick leave days and any available personal days used. In the absence of medical complications and a physician's verification, being with the mother and baby after childbirth is not a qualifying emergency condition that warrants continued use of sick leave beyond the three original days leave. In this case, such employee may apply for up to 12 weeks of unpaid leave under the Family Medical Leave Act.

#### **SECTION 4. 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 5. 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.

#### **SECTION 6. STAFF LEAVE**

- A. **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.
- B. **Personal absence** of three (3) days, with pay, shall be granted by the District to an employee. Such personal absence will be granted and approved by the Superintendent or his designee, provided that application is made at least two weeks in advance of each absence through the employee's supervisor. The District will allow not more than one (1)

teacher per building to link their personal days to a holiday period (first-come, first-served). Otherwise, employees will be refused the right to use the day and/or days immediately preceding any holiday period or the first workday immediately following any holiday period. Personal absence herein authorized is non-cumulative and without loss of pay

Full time employees who do not use their three (3) days of personal leave will be compensated in their August check for each unused day, an amount equal to the daily rate paid certificated substitutes, unless otherwise agreed upon by the Association. Part-time employees will be compensated on a pro-rata basis as their contract bears to F.T.E.

#### **SECTION 7. 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 8. 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 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.

#### **SECTION 9. 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.

**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. All standard individual certificated employee personal service contracts shall be deemed to contain the following language:

"It is mutually agreed that in the event the Legislature appropriates funds for the express purpose of increasing the employee's salary during the term of this contract, the salary which is otherwise provided for herein shall be increased subject to the receipt of such funds by the District and in compliance with the distribution guidelines as may be adopted by the Office of the Superintendent of Public Instruction and/or the District as negotiated with the Association."

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 June 15 unless an acute emergency exists or a suitable replacement can be found. If June 15 lands on a weekend, the deadline for release will extend to the next Monday.

**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.

**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.

**D. PLC Mondays**

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-curricularly 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. TRI Pay**

TRI means Time, Responsibility, and Incentive. TRI Pay is compensated at per diem pay. TRI Pay means that the District recognizes that certain tasks are time or responsibility driven and perhaps cannot always be accomplished within the regular workday.

**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** – These are additional days outside the student school year that must be worked in order to receive payment. Each employee will have two (2) days scheduled directly prior to the start of school. One (1) of these days will be District directed and the day immediately before the start of the school year will be for the teacher to prepare their classroom for the start of school. These days must be worked on the designated school calendar days to receive payment.

**b. Professional Development Days** – Three (3) days at teachers' per diem rate will be scheduled outside of student school days and 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 (for 2014-15 in Aug, Nov. and Jan.). In subsequent years the scheduling of these days will be adopted with the District's annual calendar.

**c. Initiative Days** – Four (4) days at teachers' per diem rate will be scheduled outside of student school days to address and accomplish school improvement goals and current District Initiatives. These days will be organized and agendas designed by the administrative team specifically for collaborative work by teachers that is designed to accomplish school improvement. These days will include work related to TPEP, Common Core, Smarter Balance, the Marzano Instructional Framework, etc. These days may be scheduled before, after, or during the student school year. The scheduling of these days will be done and adopted with the District's annual calendar.

**2. Responsibility:**

The following responsibilities will be paid via an extra-duty stipend.

**a. Student Growth Responsibility** – As a way for teachers to learn more about student growth, the equivalent of one (1) day at per diem rate is available to teachers who participate in displaying, presenting, and/or sharing how they monitor student growth within their classroom.

**b.** The equivalent of four (4) days will be paid certified staff members for the following responsibilities: \*

- i. grading and record keeping
- ii. preparation for the opening or closing of school
- iii. contact with parents other than student conferences
- iv. development of instructional materials
- v. additional collaboration with peers
- vi. time related to TPEP
- vii. time working on student data and assessment
- vi supporting student activities
- vii participating in programs such as graduation and PTAs
- viii. participating in IEP meetings

\*The documentation form verifying the completion of the responsibilities in 2b above is in Appendix 2.

**c.** 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.

### **3. Incentive:**

**a.** The District will fund a pool of \$7,500 each fiscal year for incentive pay to employees pursuing their Professional Certification or a master's degree.

i. In the event reimbursement requests exceed \$7,500 all reimbursements will be reduced on an equal percentage basis until \$7,500 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 \$500 per year for tuition related to earned credits. The request must be submitted to the District Business Office no later than May 1<sup>st</sup> 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 \$1000.

**b.** Teachers completing a defense of their Master's thesis or working on National Board Certification may be granted one (1) professional leave day for activities related to defending a thesis or completing the certification. The Superintendent may grant a second day if required by the sponsoring institution.

Any additional board-approved days falling outside the fourteen (14) agreed upon days above will be paid at curriculum rate. With the exception of the two (2) 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. 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 3), currently negotiated and listed throughout the contract, such as but not limited to open house, 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 Appendix 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.

**Part-time Teachers**

1. Extended contracts for part-time teachers are determined by multiplying the FTE times the number of extended days in Appendix 3.
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.

**H. 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. Employees shall be in their buildings by 7:45 AM and may leave at 3:15 PM.

If the building schedule does not allow 30 minutes before and after school that teachers are available to parents, the District will apply for a waiver from the State Board of Education to remain in compliance with the Basic Education Act. The length of the school day for each building will be determined by the board.

**Preparation Time**

2. a. 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.
  - b. 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.

- c. In the thirty minutes before regular classes begin and the thirty 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, staff meetings and etc. Neither of the thirty minutes before and after the student day shall be included in preparation time determinations.
  - d. 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.
  - e. Every attempt will be made to provide employees traveling between buildings reasonable travel time exclusive of lunch and preparation time.
  - f. In the event an employee serves as a substitute during his/her preparation time, the employee shall be paid at the current curriculum 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 accomplished in December and June of each year.
3. 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.
  4. Nothing contained in subsection E shall preclude the District Administrators from scheduling staff meetings which shall not exceed one hour per meeting nor one meeting every other week 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.
  5. 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 \$30.00 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 \$45.00 per event.
    - b. Managers of events defined/listed in a. (above) and including handling admissions finances at athletic contests will be paid \$50.00 for a regular event and \$75.00 for a mega event.
    - c. Certified staff will be compensated a total of two (2) hours at curriculum rate for attending his/her open house, new student orientation, family fun night, math night, or some other building-identified function important for staff involvement. An employee who works in more than one building and attends both open houses as defined above will be compensated at two hours each.

#### **I. Paid Professional Leave**

Certified staff who are completing an advanced degree or national board certification or ProTeach 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 ProTeach training.

#### **J. Rates of Pay Defined**

1. **Employee's Per Diem Daily Rate** = Individual employee's salary schedule placement divided by 180<sub>state-funded</sub> workdays.

2. **Employee's Per Diem Hourly Rate of Pay** = Individual employee's salary schedule placement divided by 1260 hours (180 state-funded workdays @ 7 hours).
3. **Curriculum Rate of Pay** = per diem rate of the base salary BA+45 @ 5 years of experience divided by 1260 hours (BA+45 @ 5 years of experience/180\_state-funded workdays/7hours).
4. **Summer School/Credit Retrieval/Instructional Rate of Pay** = BA +90 credits @ 7 years of experience divided by 1260\_hours (BA +90 @ 7 years/180 state-funded workdays/7 hours)

**K. IEP Reimbursements**

The primary case manager who is responsible for writing IEPs and/or Washington Alternative Assessment System (WAAS Portfolio) for their students, shall be paid a stipend equal to two (2) hours at their per diem rate of pay per completed IEP and three (3) hours at their per diem rate per WAAS Portfolio completed. Any regular education teacher, with prior approval of the Director of Special Education, who significantly contributes to the completion of an IEP shall be paid a stipend equal to one (1) hour at curriculum rate per IEP completed. A monthly schedule of due dates for IEPs and WAAS Portfolio's will be distributed to buildings and 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.

1-3 IEP's	½ substitute day
4-8 IEP's	1 substitute day
9-16 IEP's	2 substitute days
17-24 IEP's	3 substitute days
25-32 IEP's	4 substitute days
33+ IEP's	5 substitute days

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

**M. 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:

BBCC Adjunct Rate – (Employee's Base\* x.1429 [14.29% FTE] x.25) = Stipend for 1 college-credit class. For example:

$$\$47,798 \times .1429 \times .25 = \$1,708 \qquad \$2,826 - \$1,708 = \$1,118$$

In this example, the teacher would be compensated with a stipend of \$1,118 for teaching 1 college course during the regular school day based on a master's degree and 10 years of experience (\*2011-2012 SAM salary schedule) and the 2011-2012 BBCC Adjunct Rate of \$2,826.

This means for each district-approved college credit class taught, the stipend will be  $\frac{1}{4}$  of  $\frac{1}{7}$  (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.

N. **Moving Assistance**

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

**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, provided that beginning September 1, 1990, only credits recognized by State SAM allocation rules shall be recognized for payment on the District Salary Schedule.

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. Experience credit will be granted or allowed for experience in excess of ninety [90] days in any one district in any one school year to employees hired after June 5, 1979. Experience credit will be granted or allowed for experience in excess of 119 days in any one district in any one year for employees hired prior to June 5, 1979.
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 comply with W.A.C. 180-85-030 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.

### **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 and regulations as determined by the SPI Office.
- B. Certificated Employees' Salary Schedule and Criteria. See Appendix 1

### **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. **Voluntary**: The mentor teacher program shall be totally voluntary. The District shall not require any individual employee to apply for participation.
- C. **Compensation**: Selected mentor/beginning teachers shall be placed on a supplementary contract and paid monies designated by the state for mentor/beginning teachers involved.
- 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.

**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 employment days or weekdays 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 forms provided by the District or on a similar form and shall contain not less than the following information:
  - a. The party to whom the grievance is addressed
  - b. The grievant, name, address, and home phone number;
  - c. The grievant's position with the District, and the school and department in which the grievant works;
  - d. A description of the procedures which have previously been taken by the grievant;
  - e. A specific identification of the grievance, including identification of that portion of the contract involved in the grievance and a clear statement of the facts which give rise to the grievance;
  - f. The relief which the grievant is seeking;
  - g. The grievance must be signed by the grievant or the Association.
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 for 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.

**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.

**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.

**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 Education 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 Education as herein above set forth, the grievant shall waive his right to have the matter determined by an arbitrator. After hearing the Board shall render its decision in writing within ten [10] days.

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 and mandatory 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.
  - 1. 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."
  - 2. 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.
  - 3. 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.
  - 4. 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.
  - 5. 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. 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.

**SECTION 2. 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.

**SECTION 3. EVALUATION CRITERIA**

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

- A. 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.
  - 1. This evaluation procedure utilizes an evaluation instrument incorporating the following basic criteria:
    - a. Instructional Skills
    - b. Professional Preparation and Scholarship
    - c. Knowledge of Subject Matter
    - d. Handling of Student Discipline and Attendant Problems
    - e. Interest in Teaching Pupils
    - f. Classroom Management
    - g. Effort toward improvement when needed.

All evaluations for classroom teachers shall be documented on the evaluation report form annexed hereto as Appendix 5 and Appendix 8 for provisional employees. In completing the evaluation form, the evaluator shall utilize the above criteria in the evaluator's guides as set forth in Appendix 4, annexed hereto.

- 2. This evaluation procedure for certificated non-classroom employees utilizes an evaluation instrument incorporating the following basic criteria:
  - a. Knowledge and scholarship in special fields
  - b. Specialized skills
  - c. Management of special and technical environment
  - d. Effort toward improvement when required
  - e. Interest in assisting pupils

All certificated non-classroom evaluations shall be documented on the evaluation report form annexed hereto as Appendix 10 and Appendix 11 for provisional employees.

- B. 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:
  - 1. The professional growth model shall be voluntary to certificated employees.
  - 2. 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.
3. 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.
  4. 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 7. Progress notes, including certificated staff and principal initials, will be recorded during the following conferences:
    - a. Initial goal setting conference held during September/October of the school year.
    - b. Mid-year progress conference.
    - c. 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 7 attached hereto.
- C. 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:
1. The short form evaluation procedure shall be voluntary to certified employees.
  2. 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.
  3. The short form evaluation shall include either:
    - a. A thirty (30) minute observation during the school year with a completed written observation report form (Appendix 6); OR
    - b. At least two (2) observation periods during the school year totaling at least sixty (60) minutes without written observation reports being prepared.
  4. All short form evaluations shall be documented on the evaluation report form annexed hereto as Appendix 12 [Classroom Teacher] and Appendix 13 [Certificated Non-Classroom Employee].

#### **SECTION 4. 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 May 15 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 5. 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 6. 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 7. OBSERVATION/EVALUATION PROCEDURES**

- A. Following each observation or series of observations, using the criteria listed in Appendix 4, the principal or other evaluator shall complete a report form within 3 school days (except in extenuating circumstances) (Appendix 6). 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 (Appendix 5).
- 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 8. 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 (Appendix 4). 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 5). A final evaluation at the end of the probationary period shall be made and documented on the regular evaluation report form Appendix 5. 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. 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 provide input to the Director of Special Education regarding special education issues and concerns. The committee will meet at least twice during the school year.
- 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.

**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.

September 2014

**ARTICLE X**  
**TERM OF AGREEMENT**

**SECTION 1.** This agreement shall be effective as of the date of its execution, and shall continue in effect until August 31, 2017. 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.

**SECTION 2.** The District and the Association will have one reopener each and one mutually agreed upon reopener in each year of this agreement. The agreement will also be reopened to address any new legislation that impacts this agreement.

**SECTION 3.** This agreement shall continue in effect during the entire term of this agreement, provided however, prior to August 31, 2017, the parties hereto agree to schedule negotiations.

Executed this 15<sup>th</sup> day of September 2014 by the undersigned officers by the authority of and on behalf of the Board of Education of Ephrata School District No. 165 and Ephrata Education Association.

**EPHRATA SCHOOL DISTRICT NO. 165**

By: \_\_\_\_\_  
Ephrata School Board Chairman

**EPHRATA EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
Ephrata Education Association President

ATTEST: \_\_\_\_\_  
Ephrata School District Superintendent

**K-12 Salary Allocation Schedule For Certificated Instructional Staff**

2014-15
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**State Allocation Model**

<b>Step</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 DOC</b>
0	\$34,048	\$34,968	\$35,920	\$36,875	\$39,939	\$41,913	\$40,820	\$43,885	\$45,860
1	\$34,506	\$35,439	\$36,403	\$37,400	\$40,496	\$42,459	\$41,274	\$44,370	\$46,332
2	\$34,943	\$35,884	\$36,859	\$37,933	\$41,020	\$43,004	\$41,731	\$44,818	\$46,802
3	\$35,393	\$36,343	\$37,329	\$38,437	\$41,518	\$43,549	\$42,164	\$45,243	\$47,276
4	\$35,834	\$36,826	\$37,818	\$38,964	\$42,064	\$44,110	\$42,618	\$45,718	\$47,765
5	\$36,290	\$37,287	\$38,288	\$39,498	\$42,586	\$44,673	\$43,080	\$46,169	\$48,256
6	\$36,759	\$37,734	\$38,769	\$40,039	\$43,113	\$45,211	\$43,552	\$46,626	\$48,723
7	\$37,582	\$38,572	\$39,621	\$40,960	\$44,079	\$46,235	\$44,438	\$47,556	\$49,713
8	\$38,787	\$39,831	\$40,905	\$42,355	\$45,516	\$47,751	\$45,832	\$48,994	\$51,228
9		\$41,135	\$42,262	\$43,765	\$46,999	\$49,310	\$47,241	\$50,477	\$52,788
10			\$43,635	\$45,247	\$48,524	\$50,913	\$48,724	\$52,003	\$54,390
11				\$46,772	\$50,121	\$52,557	\$50,249	\$53,599	\$56,034
12				\$48,249	\$51,761	\$54,269	\$51,835	\$55,238	\$57,748
13					\$53,440	\$56,024	\$53,476	\$56,918	\$59,501
14					\$55,128	\$57,844	\$55,165	\$58,716	\$61,322
15					\$56,563	\$59,349	\$56,599	\$60,242	\$62,917
16					\$57,693	\$60,535	\$57,731	\$61,447	\$64,174

## Ephrata School District

### TRI Responsibility Verification Form

I \_\_\_\_\_ verify that I have fulfilled the conditions of the TRI schedule which recognizes additional time performed beyond the contracted basic education work year and work day, all in accordance with the Collective Bargaining Agreement between the Ephrata School District and the Ephrata Education Association.

***Directions: Fill out and return this form to your building Principal prior to the last day of school.***

Indicate the work performed by checking the items below that apply.

- \_\_\_\_\_ grading and record keeping
- \_\_\_\_\_ preparation for the opening or closing of school
- \_\_\_\_\_ contact with parents other than student conferences
- \_\_\_\_\_ development of instructional materials
- \_\_\_\_\_ additional collaboration with peers
- \_\_\_\_\_ time related to TPEP
- \_\_\_\_\_ time working on student data and assessment
- \_\_\_\_\_ time supporting student activities
- \_\_\_\_\_ time participating in programs such as graduation and PTAs

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

### DISTRICT OFFICE APPROVAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Supplemental Extended Contracts  
2014-2017 School Year Assignments**

- 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>Sage Hills</u>	<u>High School</u>	<u>Middle School</u>	<u>Parkway</u>	<u>Grant</u>	<u>Columbia Ridge</u>	<u>District</u>
Counselor	[1] 6	[2] 12	12	11	11	11	
Counselor/ Psychologist							
Librarian		5	3	2.5	2.5	2.5	
School Psychologist							[2] 13
Occupational Therapy/Physical Therapy							[1] 6
Speech Language Therapist							[2] 6
Developmental Language Specialist							[1] 6
School Nurse							11
Athletic Director							22
High School Spring Arts Festival Community Art Show		5					
Spring Arts Festival			1.5				
Extended Home Economics		10					
Hazardous Waste Coordinator							3
FBLA Head		[1] 2					
FBLA Main Assistant		[1] 2					
FBLA assistant		[1] 1					
FCCLA Head		[1] 3					

	<u>Sage Hills</u>	<u>High School</u>	<u>Middle School</u>	<u>Parkway</u>	<u>Grant</u>	<u>Columbia Ridge</u>	<u>District</u>
FCCLA Assistant		[1] 2					
Vocational Director		22					
Vocational Instructor(s)		[3] 5					
Vocational Instructor(s)*		[2] 40					
Department Chairs or Grade Level Chair (see Appendix 14)	\$60 per year	\$600 per year	\$600 per year	\$600 per year	\$600 per year	\$600 per year	
Summer School Instructor							\$35/hr
<b>CIHS</b> College in High School		formula below					

*\*Supplemental Days for Vo-Ag Instructor*

Summer supplemental contract will be issued at the end of each school year (for the following summer) based upon the number of Vo-Ag classes conducted each semester at Ephrata High School.

Formula:  $6.67 \times \text{number of full year Vo-Ag classes} = \text{summer contract days}$   
 $(3.35 \times \text{number of semester classes})$

6 classes each semester= 40 days      3 classes each semester=20 days  
 5 classes each semester=33.35 days      2 classes each semester=13.33 days  
 4 classes each semester=26.68 days      1 class each semester= 6.67 days

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

**EVALUATION CRITERIA  
Ephrata School District**

**I. INSTRUCTIONAL SKILLS**

- A. Uses teaching techniques consistent with Essential Academic Learning Requirements and district adopted curriculum.
  - 1. Identifies pupil needs.
  - 2. Provides for differences in student ability and background.
  - 3. Sets and defines instructional objectives for individuals and groups.
  - 4. Provides for previous knowledge, experiences, and interest of class.
  - 5. Employs varied teaching and learning strategies.
  - 6. Makes effective use of instructional resources, including a variety of media and instructional technology.
  - 7. Provides activities to stimulate and motivate learning and attention.
  - 8. Monitors, provides feedback, and incorporates assessment in a variety of ways.
- B. Gives explanations, assignments, and directions clearly.
- C. Demonstrates effective questioning techniques, including higher order thinking skills.
- D. Helps students to develop good work habits and study skills.
- E. Uses closure effectively.
- F. Develops short and long range plans which are clear and aligned with curriculum.
- G. Utilizes assessment results in subsequent lesson plans.
- H. Applies consistent grading standards.
- I. Provides adequate lesson plans and guides for a substitute

**II. PROFESSIONAL PREPARATION AND SCHOLARSHIP**

- A. Possesses and maintains appropriate academic background.
- B. Pursues continued professional development.

**III. KNOWLEDGE OF SUBJECT MATTER**

- A. Demonstrates knowledge of content area and district adopted curriculum.
- B. Demonstrates awareness of current practices, Essential Academic Learning Requirements, and assessment techniques.

**IV. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS**

- A. Facilitates a positive classroom climate.
- B. Recognizes conditions which may lead to disciplinary problems.
- C. Establishes clear parameters for student conduct and periodically reviews these expectations.
- D. Holds students accountable for expectations.
- E. Responds to disciplinary problems in a fair and consistent manner.
- F. Encourages students to develop courtesy, self-control, respect and responsibility.
- G. Assists in maintaining control and enforcing rules throughout the school.

**V. INTEREST IN TEACHING PUPILS**

- A. Develops and utilizes professional practices and techniques.
- B. Demonstrates skill in positive human relations with students.
- C. Develops rapport with the student as an individual in a professional manner.
- D. Evaluates individual student progress regularly and counsels student and parent when needed.
- E. Maintains records for reporting and parent conferences.

**VI. CLASSROOM MANAGEMENT**

- A. Organizes and utilizes class time period.
- B. Maximizes student time-on-task.
- C. Transitions from one activity to another quickly and in an orderly manner.
- D. Uses classroom setting and time to stimulate learning.
- E. Organizes and prepares resources needed for lesson in advance.
- F. Maintains inventory and control of assigned resources when appropriate.
- G. Follows established district and building procedures.

**VII. EFFORT TOWARD IMPROVEMENT WHEN NEEDED**

- A. Demonstrates an awareness of his or her strengths and needs.
- B. Demonstrates continued professional growth.

EVALUATION REPORT  
 Ephrata School District  
**LONG FORM**

Teacher's Name

CRITERIA	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	u n s a t i s f a c t o r y	STRENGTHS, WEAKNESSES SUGGESTIONS FOR IMPROVEMENT
1. Instructional Skill				
2. Professional Preparation and Scholarship				
3. Knowledge of Subject Matter				
4. Handling of Student Discipline and Attendant Problems				
5. Interest in Teaching Pupils				
6. Classroom Management				
7. Effort toward improvement when needed				

ADDITIONAL COMMENTS

Teacher's Signature

Date

Principal's Signature

Date

September 2014

		Type of Evaluation
Name	_____	<input type="checkbox"/> ANNUAL
School	_____	<input type="checkbox"/> 90 DAY
Teaching Assignment	_____	<input type="checkbox"/> OTHER

*(if less than full-time, specify)*

It is my judgement, based upon adopted criteria, that this teacher's overall performance has been
(Satisfactory - - Needs Improvement- - Unsatisfactory )
during the evaluation period covered in this report.
<i>Principal's Signature</i>

I realize that if this evaluation has been deemed unsatisfactory, it may result in non-renewal of contract.
<i>Teacher's Signature</i>

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 (4)	
<i>Teacher's Signature</i>	<i>Date</i>

**Evaluation Format for Next Year**

- \_\_\_\_\_ Short Form
- \_\_\_\_\_ Professional Growth
- \_\_\_\_\_ Long Form

September 2014

**EPHRATA PUBLIC SCHOOLS  
OBSERVATION OF CLASSROOM TEACHERS**

Teacher		School
Grade Level	Evaluator	Date of Observation
Primary Work Assignment		
Type of Class/Activity Observed		

<p><b>EVALUATION CRITERIA &amp; INDICATORS:</b> The indicators listed below shall serve as the basis for evaluator and teacher to determine the extent to which the criteria are being met.</p>	<p><b>OBSERVATION RECORD:</b> What happened in reference applicable indicators or Standards of Performance are demonstrated by observation, interview or evidence presented by the teacher or evaluator.</p>
<p><b>I. INSTRUCTIONAL SKILLS</b></p> <p>A. Uses teaching techniques consistent with Essential Academic Learning Requirements and district adopted curriculum.</p> <ol style="list-style-type: none"> <li>1. Identifies pupil needs.</li> <li>2. Provides for differences in student ability and background.</li> <li>3. Sets and defines instructional objectives for individuals and groups.</li> <li>4. Provides for previous knowledge, experiences, and interest of class.</li> <li>5. Employs varied teaching and learning strategies.</li> <li>6. Makes effective use of instructional resources, including a variety of media and instructional technology.</li> <li>7. Provides activities to stimulate and motivate learning and attention.</li> <li>8. Monitors, provides feedback, and incorporates assessment in a variety of ways.</li> </ol> <p>B. Gives explanations, assignments, and directions clearly.</p> <p>C. Demonstrates effective questioning techniques, including higher order thinking skills.</p> <p>D. Helps students to develop good work habits and study skills.</p> <p>E. Uses closure effectively.</p> <p>F. Develops short and long range plans which are clear and aligned with curriculum.</p> <p>G. Utilizes assessment results in subsequent lesson plans.</p> <p>H. Applies consistent grading standards.</p> <p>I. Provides adequate lesson plans and guides for a substitute.</p>	
<p><b>IV. HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <ol style="list-style-type: none"> <li>A. Facilitates a positive classroom climate.</li> <li>B. Recognizes conditions which may lead to disciplinary problems.</li> <li>C. Establishes clear parameters for student conduct and periodically reviews these expectations.</li> <li>D. Holds students accountable for expectations.</li> <li>E. Responds to disciplinary problems in a fair and consistent manner.</li> <li>F. Encourages students to develop courtesy, self-control, respect and responsibility.</li> <li>G. Assists in maintaining control and enforcing rules throughout the school.</li> </ol>	<p align="right"><b>APPENDIX 6</b></p>

<p><b><u>V. INTEREST IN TEACHING PUPILS</u></b></p> <ul style="list-style-type: none"> <li>A. Develops and utilizes professional practices and techniques.</li> <li>B. Demonstrates skill in positive human relations with students.</li> <li>C. Develops rapport with the student as an individual in a professional manner.</li> <li>D. Evaluates individual student progress regularly and counsels student and parent when needed.</li> <li>E. Maintains records for reporting and parent conferences.</li> </ul>	
<p><b><u>VI. CLASSROOM MANAGEMENT</u></b></p> <ul style="list-style-type: none"> <li>A. Organizes and utilizes class time period.</li> <li>B. Maximizes student time-on-task.</li> <li>C. Transitions from one activity to another quickly and in an orderly manner.</li> <li>D. Uses classroom setting and time to stimulate learning.</li> <li>E. Organizes and prepares resources needed for lesson in advance.</li> <li>F. Maintains inventory and control of assigned resources when appropriate.</li> <li>G. Follows established district and building procedures.</li> </ul>	

**Standards of Performance:**

Additional goals identified by the teacher and/or evaluator in areas of desired change or growth.

1	
2	
3	

\_\_\_\_\_  
*Teacher Signature*

\_\_\_\_\_  
*Date of Conference*

\_\_\_\_\_  
*Observer Signature*



September 2014

PROFESSIONAL GROWTH PROGRESS REPORT

\_\_\_\_\_ has demonstrated successful  
\_\_\_\_\_ performance and has met statutory  
requirements.

Date \_\_\_\_\_

Supervisor \_\_\_\_\_

Evaluation Format for Next Year:

- \_\_\_\_\_ Short Form
- \_\_\_\_\_ Professional Growth
- \_\_\_\_\_ Long Form

EVALUATION REPORT  
 Ephrata School District  
**LONG FORM - PROVISIONAL**

Teacher's Name \_\_\_\_\_

CRITERIA	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	u n s a t i s f a c t o r y	STRENGTHS, WEAKNESSES SUGGESTIONS FOR IMPROVEMENT
1. Instructional Skill				
2. Professional Preparation and Scholarship				
3. Knowledge of Subject Matter				
4. Handling of Student Discipline and Attendant Problems				
5. Interest in Teaching Pupils				
6. Classroom Management				
7. Effort Toward Improvement When Needed				

ADDITIONAL COMMENTS

\_\_\_\_\_  
 Teacher's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Principal's Signature

\_\_\_\_\_  
 Date

September 2014

Name	_____	<input type="checkbox"/>	Type of Evaluation
School	_____	<input type="checkbox"/>	ANNUAL
Teaching Assignment	_____	<input type="checkbox"/>	90 DAY
			OTHER

*(if less than full-time, specify)*

It is my judgement, based upon adopted criteria, that this teacher's overall performance has been	
(Satisfactory ---- Needs Improvement --- Unsatisfactory)	
during the evaluation period covered in this report.	
<i>Principal's Signature</i>	<i>Date</i>

I realize that if this evaluation has been deemed unsatisfactory, it may result in non-renewal of contract.	
<i>Teacher's Signature</i>	<i>Date</i>

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 (4)	
<i>Teacher's Signature</i>	<i>Date</i>

**Evaluation Format for Next Year**

\_\_\_\_\_ Provisional

\_\_\_\_\_ Long Form

**PROVISIONAL**

September 2014

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

**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

.....

Certificated employees who notify the school district in writing by March 1 of their intent to retire/resign at the end of the current school year, shall be issued a stipend equivalent of two days at per diem rate.

*Amended 1/1/07*

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

September 2014

**EVALUATION REPORT**

**(NON-CLASSROOM EMPLOYEE)**

EVALUATION

TYPE OF

NAME	_____	<input type="checkbox"/>	ANNUAL
SCHOOL	_____	<input type="checkbox"/>	90 DAY
ASSIGNMENT	_____	<input type="checkbox"/>	OTHER
	<b>If less than full time, specify</b>	<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)
	Refer to list of adopted criteria				
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

September 2014

**EVALUATION REPORT**

**(NON-CLASSROOM EMPLOYEE)**

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

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

September 2014

Evaluation Report  
Ephrata School District  
**SHORT FORM**  
Classroom Teacher

Name	ANNUAL EVALUATION
School	
Teaching Assignment	
Date(s) of Observation(s)	

**Criteria**

1. Instructional Skills
2. Professional Preparation and Scholarship
3. Knowledge of Subject Matter
4. Handling of Student Discipline and Attendant Problems
5. Interest in Teaching Pupils
6. Classroom Management
7. Effort Toward Improvement When Needed

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

September 2014

**EVALUATION REPORT**

Ephrata School District

**Certificated Non-Classroom Employee**

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:

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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

## STIPENDS

### Department Chairs and Grade-Level Chairs

<u>High School</u>	<u>Middle School</u>	<u>Parkway</u>	<u>Grant</u>	<u>Columbia Ridge</u>	<u>Sage Hills</u>	<u>District</u>
Fine Arts English Social Studies Math Science PE/Health Foreign Language Business	Lang Arts Math History Science PE Electives	Grade 5 Grade 6	Kindergarten Grade 1 Grade 2 Grade 3 Grade 4	Kindergarten Grade 1 Grade 2 Grade 3 Grade 4	Staff	Special Education

With the exception of Sage Hills High School, which is represented by one chairperson, department chairs are aligned to their disciplines at the high school and middle school level. Likewise, one chairperson per grade level shall represent each elementary school.

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.