

Collective Bargaining Agreement
Between
Goldendale Education Association
And
Goldendale School District No. 404
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INTRODUCTION

This is an Agreement between the District and the Association, herein officially recognized as the exclusive bargaining representative. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in accordance with provisions of RCW 41.59, the Educational Employment Relations Act

ARTICLE I – ADMINISTRATION

SECTION 1. DEFINITIONS

- A. **District/Board** shall mean the Goldendale School District No. 404, County of Klickitat, State of Washington.
- B. **Association** shall mean the Goldendale Education Association affiliated with the Washington Education Association and with the National Education Association.
- C. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- D. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- E. **Employee** shall mean a member of the bargaining unit.
- F. **Day** shall mean school day, except during summer when it shall mean week day.
- G. **Superintendent** shall mean the chief administrator of the District.
- H. **President** shall mean the presiding officer of the Association.
- I. **Contract** shall mean the individual contract issued to each employee.
- J. **In writing** shall mean paper or email.

SECTION 2. RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining unit as described in Part (B) hereof.
- B. All full-time or part-time (*4 hours or more*) non-supervisory certificated employees on leave, employed, or to be employed by the District.
- C. 1. **Replacement Employee.** Replacement employee shall mean an employee who replaces a full-time or part-time employee who had been granted a leave as provided in RCW 28A.405.900. Replacement employees shall be issued a non-continuing individual contract for the term of the leave. Replacement employees shall be entitled to all coverage of all the terms and conditions of this Agreement except Article V, Layoff/Recall.
- 2. **Long Term Substitute.** A long-term substitute is a person who is temporarily employed but works more than twenty (20) consecutive days in one (1) assignment. Upon completion of twenty (20) consecutive days in one (1) assignment, the person shall be considered a long-term substitute and an employee within the bargaining unit. Long term substitutes shall be covered by the following terms and provisions of this Agreement.

Thirty (30) day Substitute/Casual Substitute. A thirty (30) day substitute is a person who is employed on a casual basis for thirty (30) days or more in a school year. Upon completion of thirty (30) days each year, the employee shall be considered a thirty (30) day substitute and an employee within the bargaining unit. Thirty (30) day substitutes shall not be covered by the provisions of this Agreement, except that they shall be placed on the Base Salary step of the salary schedule starting with their thirty-first (31st) day and shall continue to be paid in accordance with the salary schedule until the end of the qualifying school year.

Grievances from thirty (30) day substitutes shall be limited to alleged violations of this particular provision of the Agreement.

SECTION 3. STATUS OF AGREEMENT

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

Any contract between the District and an employee shall be subject to and consistent with the terms and conditions of the Agreement. If a contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

Salaries shall be paid retroactive to September 1, and all other newly negotiated items shall become effective when ratified.

SECTION 4. CONFORMITY TO LAW

The provisions of this Agreement shall be administered in conforming with the federal and state constitutions, and the laws of the state of Washington.

If any provision of this Agreement is held to be invalid by operation of law, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

If any provision of this Agreement is so held to be contrary to law, the parties may commence negotiations on said provisions as soon thereafter as it is reasonably possible.

SECTION 5. PRINTING/DISTRIBUTION

- A. Within a reasonable time following the ratification and signing of a Memorandum of Agreement by the parties, both chief negotiators will prepare a final copy for printing, said copy to prevail over any changes in printing. Quality and quantity are to be mutually agreed to by the chief negotiators.
- B. The Association shall be responsible for printing the contracts. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.
- C. Copies shall be provided to the District and the Association. The cost of printing shall be shared equally by the District and the Association. Copies are to be distributed to each member of the bargaining unit.
- D. All forms adopted pursuant to this Agreement shall be kept on file by the parties.

SECTION 6. MAINTENANCE OF STANDARDS

The District agrees that for the term of this Agreement, employee salaries and benefits shall not be reduced.

ARTICLE II - BUSINESS

SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the provisions of the Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law or rules and regulations of federal, state, county and all other regulatory agencies.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right to schedule District buildings for meetings and to transact Association business.
- B. The District shall notify the Association of any new employee within five (5) days of hire. Information provided will include: name, position, contact information, work location, and hire date.
- C. Pursuant to RCW 41.56.037, the District agrees to provide the Goldendale GEA chapter reasonable access to new employees of the bargaining unit for the purposes of presenting information about the Association.

Access to the new employee will occur within ninety (90) days of the employee's start date with District and shall be no less than thirty (30) minutes;

The access will occur during the new employee's regular work hours at the employee's work site or at a location mutually agreed to by the District and Association.

- D. The Association will be allowed thirty (30) minutes on the Welcome Back Day to hold a general membership meeting.
- E. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The Association may, with permission of the Administration, use clerical and duplicating equipment at reasonable times when it will not interfere with normal District business or school operations. Permission shall not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and will be responsible for any damage to equipment during the time of use.
- G. The Association may, with permission of the Administration, use clerical and duplicating equipment at reasonable times when it will not interfere with normal District business or school operations. Permission shall not be unreasonably withheld. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and will be responsible for any damage to equipment during the time of use.

- H. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building.
- I. The Board agrees to furnish the Association information which may be necessary for the Association to process any grievance or complaint.
- J. The Association will be allowed to use the District mail service and teacher mail boxes for communication purposes.

SECTION 3. PAYROLL DEDUCTION/REPRESENTATION FEES

- A. The District, upon receipt of written authorization, agrees to deduct from the salaries of its employees regular Association dues, WSECU payments, annuity payments and premiums as authorized by SEBB.
- B. Employees who wish to be members of Goldendale EA/WEA/NEA may sign and deliver to the District a WEA Membership Enrollment Form which shall authorize deduction of membership dues and assessment of the Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to and accepted by the WEA Membership Department.
- C. Within ten (10) days of the beginning of each school year, the Association shall give written notice to the District Office of the dollar amount of dues and assessments of the Association, which dues and assessments are to be deducted in the coming school year via payroll deduction. The total for these deductions shall not be subject to change during the school year.
- D. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions pro-rated for each month the employee is employed. The Board agrees promptly to remit directly to the Washington Education Association all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the Board shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- E. The Association agrees to reimburse any employee from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

SECTION 4. ASSOCIATION LEAVE

Ten (10) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences when mutually agreed to, or other Association business. The ten (10) days shall be provided for the Association and this provision shall not be interpreted to mean that ten (10) days leave may apply to each Association officer or employees.

quests for leave shall be submitted in writing by the Association President to the Superintendent at least two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.

The Superintendent shall acknowledge receipt of the request to the Association President, the principal and the employee taking such leave. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the District. The certificated teacher shall suffer no loss in any other benefits. Upon return from leave, the employee shall complete the proper leave form as provided by the District.

SECTION 5. NO STRIKE/NO LOCKOUT

During the term of this Agreement, the Association agrees not to participate in nor encourage participation in any strike, work stoppage, or slow down, and further agrees not to observe any picket lines at school properties during the period of the Agreement. The District agrees not to participate in lockouts during the term of this Agreement.

SECTION 6. AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with this Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

ARTICLE III - EMPLOYEE RIGHTS

SECTION 1. HIRING PRACTICES

- A. The Board shall in all instances hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the SPI.
- B. Non-certificated personnel shall not be assigned to perform work in the instructional setting (*classroom*) which will substitute or replace an employee in his/her assignment or employment. This will not preclude the continued use of paraprofessionals
- C. All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement.
- D. The District will survey in writing to employees for any extra-duty position before offering any position to anyone outside the bargaining unit.

SECTION 2. NON-DISCRIMINATION

- A. Goldendale School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The Board will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The parties will cooperate to assure compliance with District policies and non-discrimination laws.
- B. Employees shall be entitled to full rights of citizenship.

SECTION 3. ISSUANCE OF CONTRACTS

All contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. If any contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Contracts for employees of the District shall be issued by May 30 and shall be returned by June 15. Contracts are signed by the District and issued in duplicate to the employee. Employees are to sign both copies and return one copy to the District office. The returned copy is then placed on file in the District office.

There shall be a supplementary contract for special assignments which shall not exceed one year and shall be in accordance with statutory provisions. Non-renewals shall not be made in an arbitrary or capricious manner. The District shall state the probable cause or causes in writing to the employee.

SECTION 4. DUE PROCESS

- A. No employee shall be disciplined without just and sufficient cause. (*See Appendix E*) The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. The Board agrees, when appropriate, to follow a policy of progressive discipline.

No member of the bargaining unit will be reprimanded publicly, or in the presence of students, or in a manner which is humiliating to the employee.

- B. An employee shall be entitled to have present a representative from the Association when being formally reprimanded or disciplined. A "*formal reprimand*" shall be when an incident is reduced to writing and placed in the employee's personnel file. When a request for such representation is made, no action shall be taken with respect to the employee until such representation is present. A request for an Association representative shall not be made to delay any disciplinary proceedings and shall not be used as such. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

An employee has the right to have an individual representative from the Association and/or legal counsel present when formally being reprimanded, warned, disciplined or adversely affected or during the evaluation conference. All information forming the basis of any reprimand, warning, discipline or adverse effect shall be made available to the employee prior to any action being taken.

In cases where disciplinary action is anticipated, such as suspension and discharge, a teacher shall be advised of his/her right to Association representation.

- C. An employee shall be entitled to have present a representative from the Association when being formally reprimanded or disciplined. A "*formal reprimand*" shall be when an incident is reduced to writing and placed in the employee's personnel file. When a request for such representation is made, no action shall be taken with respect to the employee until such representation is present. A request for an Association representative shall not be made to delay any disciplinary proceedings and shall not be used as such. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

An employee has the right to have an individual representative from the Association and/or legal counsel present when formally being reprimanded, warned, disciplined or adversely affected or during the evaluation conference. All information forming the basis of any reprimand, warning, discipline or adverse effect shall be made available to the employee prior to any action being taken.

In cases where disciplinary action is anticipated, such as suspension and discharge, a teacher shall be advised of his/her right to Association representation.

- D. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student or other person, will be promptly called to the attention of the employee, with the exception of complaints which may result in criminal investigations.
- E. a) Any employee who receives a notice of discharge or adverse effect on his/her contract is hereby advised of his/her right to request a hearing within ten (10) days after receipt of such notice. Discharges and adverse effects on contracts are heard before a hearing officer at District expense as outlined in RCW 28A.405.300 and 310.
- b) Non-renewals for performance deficiencies for continuing employees are to be reviewed according to RCW 28A.405.210, and for provisional employees. (*See RCW 28A.405.220.*)
- c) Any employee, except provisional employees, who receives a notice of probable cause of non-renewal due to a levy loss or lack of sufficient funds shall have the right to a direct appeal to the Superior Court. (*See RCW 28A.405.380.*)
- F. In the event that an employee is either discharged or non-renewed in accordance with RCW

28A.405.210 or RCW 28A.405.300, then either party may elect to submit the issue to arbitration per Step IV of the Grievance Procedure, as opposed to the hearing process in RCW 28A.405.310.

SECTION 5. PERSONNEL FILES

- A. Employees or former employees shall, with a prior appointment, have the right to inspect all contents of their complete personnel file within the District as well as employment references leaving the District, provided they have declared their file to be open. Files shall be inspected in the presence of an administrator in the District office. Upon request, a copy of any documents contained therein shall be afforded the employee at the employee's expense. Any one person, at the teacher's request, may be present at this review
- B. No secret, alternate or other official personnel file, shall be kept anywhere in the District. A separate file for grievances, if any, shall be kept apart from the teacher's personnel file. The District reserves the right to maintain a working file.
- C. Any derogatory material not shown to an employee within five (5) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her written comments.
- D. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be limited to matters and events occurring during the last three (3) years. Such information may, at the request of the employee, be expunged from the file.

SECTION 6. EMPLOYEE PROTECTION

- A. The District shall provide liability insurance covering injury to employees and their property, and insurance protecting employees from loss or damage to their personal property incurred while engaged in the maintenance of order and discipline and the protection of employees and students, and the property thereof when that is deemed necessary by such employees as outlined by RCW 28A.400.370.
- B. Any case of an assault upon an employee shall be promptly reported to the designated District representative. (See RCW 9A.04.050) The Board will render assistance to the teacher in connection with handling of the incident by law enforcement authorities.
- C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions.

- D. The Board recognizes its responsibility to continue to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. Each employee, however, bears the primary responsibility for maintaining proper control and discipline in the classroom, and all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy.

An employee may at all times use such force as is necessary to protect him or herself, a fellow employee or administrator, or a student from attack, physical abuse or injury. The Board agrees to extend the District's liability insurance to the employees.

SECTION 7. ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

Definitions

A. **Assignment** – An individual's current job placement, except for itinerant staff, which specifies the worksite, grade level and/or subject.

B. **Reassignment** – A change in an individual's current job placement, in the same worksite, which specifies grade level and/or subject.

(Involuntary reassignment - compensation for classroom move)

C. **Voluntary Transfer** – A staff-initiated change in worksites which may include grade level, and/or subject.

D. **Involuntary Transfer** – An administrative initiated change in worksites which may include grade level, and/or subject.

E. **Qualifications** – A person will be considered qualified if by experience, certificate, credentials, and/or characteristics, s/he be compatible with the posted criteria for the position.

F. **Vacancy** – An unfilled existing position or newly created position which the District intends to fill to which no employee has been assigned.

G. **Worksite** – The building in which the employee works.

A. **General Provisions.** To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside of their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of lay-off and recall procedures or unusual or exceptional circumstances require otherwise. Employees shall be notified in writing as soon as possible of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignment and special assignments, except when unanticipated changes in staffing or program require a late change of assignment.

B. **Voluntary Transfer.** In the determination of assignments and transfers, the convenience and work of the employee and the needs of the District shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used:

- a) Requests for transfer shall be updated annually.
- b) Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment have been considered by the Superintendent.

To assure that employees are given every consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

- a) All vacancies and new positions shall be publicized to the employees and Association through a written notice which shall be posted as far in advance of the date of the opening of any vacancy or new position as possible.
 - b) Said notice of vacancy or new position shall clearly set forth the qualifications for the position and the procedures for applying.
 - c) All vacancies or new positions shall be filled on the basis of qualifications for the position.
 - d) The District shall make all possible effort to fill vacancies and new positions with their present employees before out-of-District hiring can occur.
- C. **Involuntary Transfer.** An involuntary transfer will be made only in case of an emergency or to prevent undue disruption of the instructional program. Each involuntary transfer will be considered on its merits and will be made in keeping with the best interests of the instructional program of the District.

The Superintendent shall notify the affected teacher and the Association, in writing, of the reasons for such involuntary transfer before the change is to become effective.

At least ten (10) days written notice will be given to the employee who is to be involuntarily transferred except in emergency cases.

One day of released time may be given the affected employee in order to complete the move and become oriented to the new building.

SECTION 8. EMPLOYEE TRANSITION

When employees are transferred due to a building closure, the opening of a new building, or otherwise involuntarily transferred, the District will provide physical assistance and transportation for instructional supplies, materials, and equipment for the affected employee(s). There will be a joint effort on the part of the employee and the District to provide the transition. In addition, the employee will be paid up to two (2) days pay at \$25/hr. to compensate for the extra work.

SECTION 9. EMPLOYEE RESPONSIBILITIES

Employees shall be responsible for the supervision of school property and for the supervision of students under school-related circumstances.

Employees shall care for and be responsible for instructional materials and equipment and shall promptly report damage, loss and theft of equipment, furniture or fixtures to his or her supervisor.

ARTICLE IV – OBSERVATION/EVALUATION/PROBATION

SECTION 1. EVALUATION PROCESS

A. PURPOSE

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provide support for professional growth through the systematic assessment of employee performance.

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

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

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

- 1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.

B. EVALUATOR QUALIFICATIONS

All assigned evaluators shall have received training in the evaluation process they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices. Upon request, employees may be assigned an alternative evaluator. Requests must be submitted in writing by October 1st.

An employee working in more than one building shall be evaluated by only one building principal each year to be chosen by the principals at the beginning of the school year.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

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

A. Classroom Teacher Evaluation Process (Article IV, Section 3)

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and grades. The term “classroom teachers” does not include Educational Staff Associates (e.g. Speech Language

Pathologists, Psychologists), Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in this Agreement.

B. Educational Staff Associates Evaluation Process (Article IV Section 4)

The term “support personnel” includes Educational Staff Associates (e.g. Speech Language Pathologists, Psychologists), Nurses, Counselors, librarians, media specialists, teachers on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of classroom teacher above.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

A. PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive professional development to comprehend the framework and understand the evaluation process. A minimum of 7.5 hours of professional development shall be provided during scheduled workdays to each classroom teacher employee annually for this purpose. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

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

B. DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

1. Definitions

- A. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
- B. **Component** shall mean the sub-section of each criterion.
- C. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

- D. **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
- E. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents or any other source shall not be used as evidence.
- F. **Observe or Observation** shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework.
- G. **Not Satisfactory** shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
- H. **Student Growth Data** shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher. Assessments used to demonstrate growth may include multiple measures that can include, classroom based, school based, district based and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures as agreed on by the teacher and evaluator.

2. **State Evaluation Criteria:**

- A. Centering instruction on high expectations for student achievement,
- B. Demonstrating effective teaching practices,
- C. Recognizing individual student learning needs and developing strategies to address those needs,
- D. Providing clear and intentional focus on subject matter content and curriculum,
- E. Fostering and managing a safe, positive learning environment,
- F. Using multiple data elements to modify instruction and improve student learning,
- G. Communicating and collaborating with parents and the school community, and
- H. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

3. **Instructional Framework: Danielson model**

Upon mutual agreement the parties may negotiate a different OSPI approved instructional framework.

4. Criterion Performance Scoring

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

- A. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- B. Each rating will be assigned the following numeric values:
 - Unsatisfactory – 1
 - Basic – 2
 - Proficient – 3
 - Distinguished – 4
- C. When there are two (2) or more components to a criterion, the average of the scores will be the final criterion score.
- D. When a final criterion score includes a fractional number (for example 2.3), all scores will be rounded up, for example, a score of 2.4 and lower becomes a 2 and a 2.5 and higher becomes a 3.

5. Summative Performance Rating

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

- 8-14—Unsatisfactory
- 15-21—Basic
- 22-28—Proficient
- 29-32—Distinguished

6. Student Growth Criterion Score

- A. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - 5-12—Low
 - 13-17—Average
 - 18-20—High
- B. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth criterion score.
- C. If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.

C. PROCEDURAL COMPONENTS OF EVALUATION

1. Notification

The teacher will be notified by September 15th each year, or within fifteen (15) days of the beginning of the school year, whichever is later, of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

2. Student Growth Goal Setting:

By November 1, the teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal

3. Artifacts and Evidence:

- A. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- B. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
- C. A teacher may, and is encouraged to, but shall not be required to submit artifacts and evidence for completion of the evaluation.

4. Record-Keeping

All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, and above forms, shall be moved to the teacher's personnel file at the end of the school year.

5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

6. Alternative Evaluator

On request, teachers shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1st.

D. COMPREHENSIVE EVALUATION PROCESS

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

1. 1st Pre-Observation Conference:

The pre-observation conference shall be held prior to the first formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

2. 1st Formal Observation:

A. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any formal observation shall not be less than 30 minutes in length.

B. The observations will occur no later than five (5) days after the pre-observation meeting.

C. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.

D. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.

E. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.

3. 1st Post-Observation Conference

A. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.

B. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and be used to determine the final evaluation score.

C. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.

D. The teacher may attach written comments to the observation report.

4. 2nd Pre-Observation Conference

The pre-observation conference shall be held prior to the second formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal

observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

5. 2nd Formal Observation

- A. The second of two (2) formal prearranged observations will occur no sooner than six (6) weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than five (5) days after the pre-observation meeting.
- B. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the employee, and on days of an assembly or a modified schedule, unless otherwise agreed to by the employee.
- C. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date and at least one (1) day prior to the post observation conference in C., below.
- D. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within three (3) days following the observation date.
- E. The final formal observation shall occur prior to May 1st.

6. 2nd Post-Observation Conference

- A. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date.
- B. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The teacher shall be provided an additional opportunity to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form and will be used to determine the final evaluation score.
- C. If there is an area of concern, the evaluator will identify, in writing, specific concerns for the applicable criteria and provide specific observable solutions with specific district support and resources to remedy the concern.
- D. The teacher may attach written comments to the observation report.
- E. The teacher may request additional formal observations.

7. Final Summative Evaluation Conference

- A. The evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- B. The teacher has the right to provide additional evidence for each criterion to be scored.
- C. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- D. If the evaluator judges the teacher to be below Proficient, the evaluator must provide at least three (3) pieces of evidence from at least two (2) artifacts.

- E. If the teacher believes the criterion score or final summative score did not consider certain teacher evidence and/or the criteria were not objectively scored, they shall be granted any of the following:
 - 1. An additional formal observation by June 1st;
 - 2. An alternative evaluator scoring of evidence whom is mutually agreed upon by the teacher and the district;
 - 3. Assignment of a new evaluator for the ensuing school year.
 - 4. Assignment of a mentor
- F. Nothing prohibits an evaluator from evaluating all teachers as Distinguished -4 within a school year.
- G. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

E. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. The request of the teacher must be received in writing prior to September 15 or within the first fifteen (15) days of the school year, whichever is later. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns during the classroom observations.

- 1. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- 2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- 3. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.
- 4. Observations and conferences for the focused evaluation shall follow the process set forth in Section 3.3, Procedural Components of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
- 5. A summative score is assigned using the summative score from the most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- 6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

F. SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

1. The Association will be notified when any teacher is judged below Proficient -3, within five (5) school days.
2. When a teacher is judged below Proficient, the following conditions and provisions shall be granted, at the employee's discretion, to the employee to support their professional development:
 - A. The teacher's class size will not exceed the limits established in this Agreement;
 - B. The teacher shall be granted up to four (4) days of district funded release time to observe colleagues' instruction;
 - C. The teacher shall be granted an additional/different certificated employee evaluator;
 - D. The teacher will be assigned only one (1) work location, i.e., one classroom;
 - E. A mentor will be assigned;
 - F. The teacher may choose to transfer to another school;
 - G. The teacher may choose to participate in a voluntary structured support plan;
 - H. Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).
 - I. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
3. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15th the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1st First Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

G. PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

1. A classroom teacher's work not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is Unsatisfactory - 1. A continuing contract teacher under RCW 28A.405.210 with more than five years of teaching experience whose comprehensive summative evaluation score is below Proficient - 3 for two consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
2. Teachers may only be placed on probation from the Comprehensive Evaluation Process described in Section 3.3 B 1.12 above.
3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC-181-82-110.

4. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
 - A. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
 - B. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.

5. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory -1. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - A. Specific areas of performance deficiencies identified from the instructional framework;
 - B. A suggested specific and reasonable plan for improvement;
 - C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.

6. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the district, and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.

7. Evaluation During the Probationary Period
 - A. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
 - B. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 - C. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
 - D. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 - E. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.

8. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. A teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at Basic (2) or above or a teacher of more than five (5) years of experience scores at Proficient (3) or above. A written notice will be provided to the teacher at the time this decision is made.
9. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
10. **Evaluator's Post-Probation Report**
Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
 - A. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - B. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 - C. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
11. **Action by the Superintendent:**
Following a review of the report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
12. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

H. NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

I. PROBABLE CAUSE

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

J. EVALUATION RESULTS

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

SECTION 4. EDUCATIONAL STAFF ASSOCIATES EVALUATION PROCESS

A. CRITERIA

Each employee shall be evaluated in accordance with the criteria as set forth on the evaluation Support Staff Form (see Appendix C-1 and 2).

B. REQUIRED EVALUATIONS

1. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
2. It shall be the responsibility of a principal or designee to evaluate all employees in his/her school.
3. An employee assigned to more than one school shall be evaluated by the principal of each school. The administrative organization plan of the District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school. Any principal or other supervisor may be designated. The employee not assigned will be itinerant personnel. Any employee working in more than one building shall be evaluated by only one building principal each year who is to be determined by the principals at the beginning of the school year.
4. All employees newly employed by the school district shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
6. In addition to the evaluations required under "*required evaluations*" above, principals, supervisors, and/or certificated staff may request evaluations any time during the school year. These evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.

C. OBSERVATIONS

1. During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.
2. The first observation will be preceded by a pre-observation conference. Following the series of observations, the principal or other evaluator shall promptly document the results thereof, using the appropriate evaluation report. The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.

D. EVALUATION REPORT

1. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report. Three copies will be made--one for the employee, one for the principal, and one for the personnel file. If the teacher desires, a rebuttal may be made to be placed in the personnel file.
2. Each evaluation report required under "*required evaluations*" shall be promptly forwarded to the District office for filing in the employee's personnel file.
3. Following completion of each required or additional evaluation report under "*required evaluations*" above, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.

E. PROBATION

1. **Pre-probation.** In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:
 - A. The evaluation report prepared pursuant to the provisions of "*required evaluations*".
 - B. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

The employee shall have the opportunity for an informal discussion with the Superintendent before a final determination of the problem is made.

2. **Establishment of 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 February 1 and ending on or before May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
 - A. Specific areas of performance deficiencies.
 - B. A suggested specific and reasonable program for improvement.
 - C. 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/her area or areas of deficiency.

3. Evaluation During the Probationary Period.

- A. At or about the time of the delivery of the probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the principal, the principal may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
- B. During the probationary period the principal or supervisor shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 5 and Section 6 shall apply to the documentation of the evaluation reports during the probationary period.
- C. The probationary employee must be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

4. Supervisor's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action.

- A. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- B. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- C. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

ACTION BY SUPERINTENDENT

Following a review of any report submitted pursuant to the supervisor's post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

ACTION BY EMPLOYEE

In the event the employee is non-renewed as per RCW 28A.405.210 and a hearing is requested then either the employee, the Association or the District may elect to submit the issue to Step IV of the grievance procedure (*Binding Arbitration*) as opposed to the hearing process in RCW 28A.405.310. (*See Article IX, Section 4.*)

ARTICLE V - LAYOFF/RECALL

SECTION 1. INITIATION OF LAYOFF

- A. Prior to May 15th, the Board, upon recommendation of the Superintendent, 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 following school year. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a modified educational program and identify those employees who will be retained to implement such a modified program and those employees, if any, who must be non-renewed and be placed in any employment pool. All such non-renewals shall be in accordance with RCW 28A.405.210.
- B. In the event there is modification of programs and services for financial reasons, the number of employees which are required to implement the modified educational programs and services shall be determined as provided in this Article.
- C. Prior to the date specified by statute immediately preceding the school year in which the modified educational program will take effect, the names of employees to be non-renewed, if any, shall be identified and submitted to the Board for approval and action under RCW 28A.405.210.
- D. a) Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (*e.g., special education, federally supported programs, etc.*).
- b) In determining the financial resources available, the District shall make a reasonable effort to solicit and obtain cooperation and funding from local governmental, state and federal resources.
- c) All prospective donors of gifts to the District will be encouraged to make their donations to the general programs of the District rather than to any specific program.
- d) Non-renewal of employees will be minimized by making adjustments wherever practical in the following categories:
- (1) Capital outlay
 - (2) Travel
 - (3) Contractual services
 - (4) Maintenance and operation
 - (5) Other services
 - (6) Supplies and materials
 - (7) Instructional materials
 - (8) Cash reserves and contingency funds

SECTION 2. CRITERIA

- A. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all retained employees must possess such valid Washington State Certificate as may be required for the position(s) under consideration.

SECTION 3. SENIORITY

- A. Seniority, which is defined as total years teaching in Washington State, will be given the highest priority as applied to the provisions of this Article.
- B. When more than one employee qualifies for a particular position under the criteria listed above, the employee who has the greatest number of total years of teaching or related experience as based on the criteria used by the District for determining placement on the salary schedule, shall be given the position.
- C. When more than one employee qualifies for a particular position under the criteria listed above, the employee who has achieved the greatest horizontal advancement on the District salary schedule shall be given the position. If a tie still exists, the employee with the most quarter hours beyond the Bachelor's degree recorded in the District office as of October 1 of the current year preceding the anticipated reduction will be given the position.

SECTION 4. PROCEDURE

- A. Prior to the Board's acting on the Superintendent's recommendations for program or service reduction, modifications or eliminations, it will provide the opportunity for involvement of the Association in such decision-making processes as shall be required under applicable agreements.
- B. The effect upon the student in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reductions upon the student.
- C. In an effort to eliminate the necessity of involuntary non-renewal, reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following year by reason of normal attrition as outlined below. Such vacancies shall not be replaced except as indicated in (d), below.

- a) Voluntary and mandatory employee retirements.
- b) Normal employee resignations.
- c) Before the implementation of layoff procedures, employees will be offered the opportunity to make written application for a year's leave of absence. The Superintendent shall recommend favorable action by the Board for any employee if the granting of such leave would eliminate the necessity for involuntary non-renewal of an employee. Such leave of absence without pay, if approved, shall entitle said employee to the same seniority rights at the beginning of the ensuing year as he/she or she normally would have under the District's leave policy.

Should revenue not be available to re-employ said employees the ensuing year, this Article shall be applied to those employees previously on leave in accordance with its application to all other employees. Any employee entitled to re-employment following expiration of his/her one (1) year leave of absence shall continue to be subject to provisions of RCW 28A.405.210 and the provisions of this Article.

- d) Vacant positions will be filled by transferring current employees within the District unless by reason of certification, training and experience, no qualified employee is available.
- e) To minimize complete non-renewal, the District shall offer, where feasible, part-time contracts to the current employees with the provision that any employee accepting such a contract shall be re-employed for the ensuing school year at the position and/or level, with

no loss of rights, benefits or seniority which would normally have accrued to him/her had he/she been employed full time during the school year.

SECTION 5. RECALL

All employees who are not recommended for retention in accordance with these administrative procedures shall be non-renewed from employment and placed in an employment pool for possible re-employment. Laid off employees will be given the opportunity to fill open positions for which they are qualified in this policy. If more than one such laid off employee is qualified for an open position, the provisions set forth in this Article shall be applied to determine who shall be offered such positions.

SECTION 6. NOTIFICATION OF RECALL

- A. When a vacancy occurs for which any employee in the employment pool qualifies, notification from the Board to such laid off employee will be by certified mail or personal contact by the Superintendent. Such laid off employee will have five (5) calendar days from the receipt of the letter or from date of personal contact to accept the position.

It shall be the obligation of the laid off employee to keep the Superintendent notified as to where he/she can be reached so that contacting the laid off employee will not take more than five (5) days. If he/she does not fulfill this obligation, the District is under no obligation to carry out the provision of contacting him/her.

- B. If a laid off employee in the employment pool fails to accept a position for which he/she is eligible pursuant to this policy, such laid off employee will be dropped from the employment pool.

SECTION 7. BENEFITS

- A. At the end of the school year in which any modified educational program is to be implemented, laid off employees remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified in accordance with this Article. In the event that there are insufficient vacant positions to offer contracts to all laid off employees, the employment pool shall be re-established for one (1) additional year.
- B. The District will utilize laid off employees as substitutes on a first priority basis if the laid off employee indicates that he or she is willing to substitute by signing upon a substitute list.
- C. Employees shall have the right to continue any and all insurance coverage provided that he/she pays his/her own premium.

SECTION 8. AFFIRMATIVE ACTION

- A. No provisions of this Article shall be construed as an abrogation of the rights of any employee, pursuant to RCW 28A.405.210 or RCW 28A.405.220 (*or their subsequent replacement statutes*); nor shall any provisions of this Article be construed as an abrogation of any of the District's responsibilities under the cited statutes. In the event this procedure is in conflict with the District's affirmative action program, it shall be amended.

SECTION 9. ACTION BY EMPLOYEE

In the event a laid off employee requests either a hearing or that the layoff be taken to Superior Court, then either the employee, the Association or the District may elect to submit the issue to the grievance procedure (*binding arbitration*) as opposed to a hearing or to Superior Court in RCW 28A.405.380 (*See Article IX, Section 4*).

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION TIME

A. Employees shall have the following times for preparation, which shall be used for its stated purpose.

Grades 7-12 - One class period per day

Grades K-6 - An average time of 45 minutes per day (*as provided by recess time and specialists time*).

SECTION 2. WORK LOAD

Teacher workloads, pupil assignments including the assignment of special education students and other duties shall be substantially equal. Teachers whose assigned duties and class loads are excessive and unequal shall make such inequities known to the building principal.

The building principal shall make every effort to adjust any such unequal and excessive pupil assignment on teacher's work assignment.

SECTION 3. STUDENT DISCIPLINE

A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employee's requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

C. An employee shall have the authority to exclude a student from his/her classroom for all or any part of the period or the balance of the school day or until the employee has conferred with the principal, whichever occurs first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more corrective actions. In no case shall an excluded student be returned for the balance of a period without the consent of the teacher. Provided further, that in no event without the consent of the employee shall an excluded student be returned during the balance of that class or activity period or up to the following two (2) days as per RCW 28A.600.020 (2)

RCW 28A.600.020(2) Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred.

- D. Principals will meet with employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

SECTION 4. CLASSROOM VISITATION

To provide citizens of the District the opportunity to visit classrooms with the least interruption of the teaching process, the following guidelines are set forth:

- A. All visitors to a school and/or classroom are expected to obtain the approval of the principal or designee.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before or after the visitation.

SECTION 5. CONTROVERSIAL TOPICS/ACADEMIC FREEDOM

The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field.

Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Unusual and questionable matters shall be referred to the principal for decision.

In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions.

When discussing controversial issues, the employee will respect positions other than his/her own.

Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device shall be used in any classroom to listen to or record the procedures of any class without the prior knowledge of the teacher.

SECTION 6. EMPLOYEE DEVELOPMENT AND TRAINING

- A. It is recognized that an effective employee development program is necessary to provide continuing opportunities for the professional growth of employees. Therefore, the District shall periodically survey certificated employees to determine employee development needs. Such surveying, planning and implementation may be with the assistance of the Association, other agencies, or colleges and universities.

Employee development activities may cover the following areas:

- a) Released time for classroom observation and visitation.
- b) Released time for employee development workshops.
- c) Workshops and classes designed to meet student needs.
- d) Consultant and material assistance for employee involved in curriculum innovation and change.

The Association may recommend to the District topics for after school courses, workshops, conferences and programs designed to improve the quality of instruction. The Board shall

allocate such money as necessary from the District's budget for the purpose of implementing mutually developed programs.

- B. In recognition of the rapidly changing nature of education, ongoing, job-embedded professional learning is necessary. The District will work collaboratively with GEA to ensure needs are understood and addressed through professional learning opportunities.
- C. When the district requires an employee to take college courses, the District shall pay for materials, tuition, and transportation fees.
- D. Grant Funds- With documentation provided to the Association, funds that are designated as "use it or lose it" may be used for professional development at the District's discretion paid at curriculum rate for certificated staff.

SECTION 7. EMPLOYEE FACILITIES

- A. The District will provide when practical the following:
 - a) adequate space in each classroom to safely store instructional materials;
 - b) a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - c) a furnished faculty lounge separate from any work area and equipped with a telephone line and instrument;
 - d) a serviceable desk and chair and a filing cabinet of adequate size in each classroom;
 - e) a communication system between classrooms and the main office;
 - f) well-lighted and clean rest rooms, separate for each sex and separate from student rest rooms.
- B. In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, and work area.
- C. An adequate part of the parking lot at each school will be reserved for employee parking.
- D. Adequate and equitable technology distribution.

SECTION 8. IN-SERVICE/ADVANCED STUDY

When the District requests or requires that a unit member attend an in-service training or take additional college work the district will pay all reasonable, documented expenses such as registration, food, lodging, and travel. Those participating will receive pay at the curriculum rate for activities outside of the school day/year. If the activity is outside of Goldendale and necessitates travel, the travel time will be paid at the rate of \$21/hr. to all participants as it is outside the regularly defined work day.

ARTICLE VII - LEAVES

SECTION 1. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, maternity, quarantine, or other disability. Each employee shall be allowed to carry forward from year to year a maximum of 180 days.

At the end of each year the District will provide each teacher with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

- B. For absences due to job-related injuries which qualify for Industrial Accident and Workman's Compensation coverage, a pro-rated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.
- C. The parties agree that sick leave sharing is a worthwhile benefit to the bargaining unit members. Therefore, the parties agree as follows:
- a) Employees who have accumulated more than twenty-two (22) leave days may donate up to six accumulated sick leave days to other employees in any twelve-month period. The employee donating the days shall specify the number of days to be donated. The District shall develop forms and procedures necessary to implement this. Transfers of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days.
 - b) The employee receiving the donated days must have exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040 and must suffer from or have a relative or household member suffering from an illness, injury, impairment or physical or mental condition, which is of an extraordinary or severe nature, or be a victim of domestic violence, sexual assault, or stalking, or be temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child which has caused or is likely to cause the employee to:
 - a. go on unpaid leave of absence; or
 - b. terminate employment.
 - c) The District shall require the employee or his or her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
 - d) No employee shall use more than the number of contracted workdays per contract year. The employee may only receive and use up to a maximum of five hundred twenty-two (522) days of shared leave during total District employment.
 - e) In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to the donors, pro-rata, within thirty (30) days after the donee's use of accumulated leave ceases.
 - f) An employee using donated leave days shall receive the same benefits and pay as if they had been working.

- g) Except for procedures in (E) immediately above, when leave is donated, the donor will be required to execute a waiver whereby the donor will be required to agree that he/she will not ask for return of the donated leave.
 - h) The District and Association shall each designate one person who shall serve jointly for the purpose of reviewing requests for such leave. More than two approvals per year will require approval by the School Board.
 - i) Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be kept confidential.
 - j) The agreement shall become effective immediately upon the signing of both parties.
- D. An employee who is unable to perform the duties because of personal illness, maternity, or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with the written permission of his personal physician.

SECTION 2. SICK LEAVE CASH OUT

Sick leave cash-out procedures shall be in accordance with the law.

- A. In January of the year following any year in which a minimum of sixty days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one day's monetary compensation: PROVIDED, That no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month.
- B. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
- C. At the time of separation from District employment due to retirement, the District will follow VEBA Plan subject to an annual vote of the Association membership.
- D. Donations of sick leave per Article VII Section 1, will not reduce the ability of the employee to cash out accumulated sick leave (WAC 392-136-015).

SECTION 3. MATERNITY OR ADOPTION LEAVE

- A. Compensated leave for the purposes of childbearing and bonding with the employee's newborn shall be granted and regarded as sick leave. In the event that sick leave has been exhausted and the health of the mother or child precludes her returning to work, an unpaid leave of absence shall be granted.

- B. Similarly, such leave shall be provided for employees for child rearing for an adoption for up to one (1) year. Up to three (3) days shall be provided for meetings with adoption agency officials. Timelines shall be governed by the rules and regulations of the adoption agency.

SECTION 4. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE

- A. Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which shall be administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year and meet all other eligibility requirements.
- B. Employees may initiate the use of this leave prior to exhausting all accumulated sick leave or other available paid leaves.
- C. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.
- D. Commencing with September 2019 payroll, the District and Employee will pay their share as outlined by the State. The employer is responsible for 36.67% of the premium and the employee is responsible for 63.33% of the payroll premiums for PFML. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

SECTION 5. EMERGENCY LEAVE

Emergencies are defined as those situations which cannot be dealt with outside of working hours, which are unplanned, and which require the individual to absent himself from his duties. Emergencies are not defined as injury or sickness to the person. Emergency leaves are to be deducted from sick leave.

SECTION 6. FAMILY ILLNESS LEAVE

Upon request leave may be granted when necessary for a serious illness in the employee's immediate family in any one year. Immediate family shall be understood to include spouse, children, siblings, parents, or other dependents living in the home. Family illness leave will be deducted from sick leave.

SECTION 7. BEREAVEMENT LEAVE

- A. Up to five (5) days leave with pay shall be authorized by the District in the event of death of any member of the immediate family. Immediate family includes mother, father, spouse, son, daughter, brother, sister, mother- or father-in-law, grandparents, grandchild, fiancée/fiancé, or any relative living in the same household. Bereavement Leave shall not be deducted from Sick Leave.
- B. Exceptions to the definition of immediate family and/or the length of leave in Section 6 may be made by the Superintendent on a case-by-case basis without precedent and deducted from the employee's Sick Leave

SECTION 8. JURY DUTY/SUBPOENA LEAVE

- A. An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay. The District will be reimbursed by the employee the amount

of jury duty fees paid less any mileage and/or jury duty related expenses paid.

- B. An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary less any compensation received for his/she services, excluding transportation and per diem expenses when the employee is the party in such action while in the performance of his/her employment duties or if subpoenaed by a public agency.

The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis.

SECTION 9. MILITARY LEAVE

Teachers shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services. While on leave, the teacher shall retain all seniority as though employment had been continuous in the District.

Upon return from leave, the teacher shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.

Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period not exceeding twenty-one (21) calendar days during each year beginning October 1st and ending the following September 30th. The teacher shall receive his/her normal District pay, however, there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled.

SECTION 10. PROFESSIONAL LEAVE

- A. In specific cases, upon request by the employee's immediate supervisor, the Superintendent or the Board may grant limited leaves with or without pay, transportation or reimbursement, expenses, registration fees, and compensation as deemed necessary by the Board.
- B. All such requests shall be made in writing with sufficient time allowed to have said request placed on the Board agenda, if required.
- C. Upon return, the employee shall be returned to his/her former position. He/she shall retain all seniority and leave benefits.

SECTION 11. PERSONAL LEAVE

Personal leave of two (2) days shall be granted with pay. No reasons shall be required as to the purpose of using the personal leave day. A teacher shall be required to notify the District in advance to allow time to arrange for a substitute. Personal leave days may accumulate up to six (6) days or may be cashed out at the substitute teacher rate on a yearly basis. No more than two (2) teachers per school building on any one day may use personal leave. Staff with immediate family participating in a state tournament must use their personal leave days before emergency leave will be granted.

SECTION 12. SABBATICAL LEAVE

One year's sabbatical leave may be granted, after five (5) years employment, with all benefits except salary. Leaves of absence without pay and in some cases without District-paid fringe benefit contributions may be granted at the discretion of the Superintendent in accordance with adopted Board policy.

SECTION 13. OTHER LEAVES

Leaves of absence of up to one (1) year without pay shall be granted teachers for the purpose of study, recuperation, child care, overseas teaching, working in a professionally related field, Association or Association-related business.

Employee benefits may be maintained by the employee. Upon return from leave, the teacher shall be placed in the position last held, if available, or in a similar position in the District.

Upon request by the employee, such leave may be renewed for up to (1) additional year.

Conditions for Leave

1. Request leave no later than May 1
2. Plan for leave to be presented
3. Maximum of three (3) teachers per year (*based on in-district seniority*)
4. No return before leave has expired

SECTION 14. EXTRA-ORDINARY LEAVE

This leave without pay may be granted at the sole discretion of the Superintendent of Schools based on the merits of each request. This leave only applies where the circumstances do not fit any other leave provisions currently within the Agreement.

This leave request must be submitted through the principal to the Superintendent. The Superintendent's decision on these requests shall be final, non-appealable and non-grievable.

SECTION 15. ASSAULT LEAVE

Leave provided with no loss of pay, benefits, or sick leave in event of a personal assault upon a teacher.

ARTICLE VIII - FISCAL

SECTION 1. WORK DAY

- A. The work day shall be seven and one-half (7 1/2) hours. The work day includes preparation time, 30-minute duty free lunch and 45 minutes outside of the student day.
- B. Professional responsibilities include:
 - a) Collaboration
 - b) IEP meetings
 - c) Staff meetings
 - d) Meetings with parents and/or students
 - e) Providing assistance to students
 - f) Conferences and open house

In addition to preparing for instruction and delivering instruction to students.

- C. As long as professional responsibilities are met, staff may arrive no later than ten minutes before the start of the students day, and depart no sooner than ten minutes after student dismissal. In general staff will work with principal to identify the typical start and end time based on the above guidelines. In the event of a non-traditional workday, the thirty (30) minutes before and after the student day can be adjusted by mutual consent of the employee and the building principal.
- D. In addition to regular building hours and consistent with the traditional expectations associated with the responsibilities of employees, the following shall apply.
 - a) Employees shall spend time outside of regular building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultation, and other incidental and occasional activities related to instruction.
 - b) Employees shall attend staff meetings beyond building hours when and as required by the Principal or Superintendent. Every effort shall be made to conduct meetings during the regular building hours.
 - c) Certificated staff, will be compensated at curriculum rate for up to one (1) hour for all required special education and 504 meetings when these are held after typical work hours. This will not negate a) or b) above, and every effort will be made to schedule these meetings during the school day.
- E. Changes in the daily time schedules shall be communicated to all personnel affected prior to any changes being implemented.
- F. All building time schedules shall be printed and available for staff.
- G. Student contact time, student schedules, teacher schedules and assignments, building schedules, etc., shall remain the responsibility of the District as long as they are not in disagreement with any of the above stated conditions.

SECTION 2. WORK YEAR

The length of a regular employee contract shall be one hundred eighty (180) days in total, as arrayed on the District calendar. Two professional learning days will be scheduled and employees who opt to attend will be paid at per diem.

SECTION 3. OPTIONAL WORK

- A. There will be four (4) days of optional professional learning provided as designated by the school calendar. These days will be paid at the individual's per diem rate.
- B. District approved curriculum rate shall be paid at the hourly rate based on .001 of the salary base. Curriculum rate will be paid on district approved work above what is identified in A and B above.

SECTION 4. SALARY SCHEDULE

- A. The salaries for each specific school year will be set forth in the salary schedule in Appendix A as they are adopted.
- B. Annually the salary schedule shall be increased by the maximum inflationary rate (IPD) funded by the state.

SECTION 5. PAYMENT PROVISIONS

Employees shall be paid in twelve (12) monthly installments, payments to be made on the last working day of each month. In the event of a mistake in payment, corrections shall be made on the next pay period. Cumulative errors shall be corrected at the rate they accumulate. Any extension of contracted days shall be computed on 1/180 full per diem of the employee's contracted rate of pay.

SECTION 6. PROVISIONS GOVERNING SALARY SCHEDULE

Placement of employees on the negotiated salary schedule will be in accordance with WAC 392-264 and follow the reporting standards of S-275 in place as of August 2019. Employees shall initially be placed at the appropriate step on the salary schedule as follows:

- A. Experience steps (*increments*) will be given each year in accordance with the adopted salary schedule. Placement steps will be given for all verified SPI approved experience.
 - 1. Experience credit toward salary schedule advancement will be the cumulative sum of the years rounded to the closest year of experience. Employees who have experience that totals a half year or more will be credited with a full year of experience.
 - 2. The calculation of years of service for ESA certificated employees shall include experience in schools and other non-school positions where they were employed. The calculation shall be that one year of service in a non-school position counts as one year of service on the salary schedule up to a limit of two years of non-school service for positions outlined in WAC 392-121-264.
- B. Placement steps will be given for SPI approved credits and/or SPI approved clock hours earned after the BA degree was granted. Acceptable evidence of successful completion of courses in the form of an official college transcript or clock hour documentation must be delivered to the Business Office no later than September 15. Upon request, all employees will be required to turn in to the administrative office all completed courses earned after the highest degree was granted.

SECTION 7. INSURANCE: SCHOOL EMPLOYEES BENEFITS BOARD (STATE HEALTH INSURANCE PLAN)

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget and the School Employees Benefits Board (SEBB). Employees must work a minimum of 630 hours per year to qualify for coverage (RCW 41.05.740.)

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.

If an employee is terminated or terminates his/her employment, their coverage will terminate at the end of the current month. The District will follow federal requirements regarding COBRA.

SECTION 8. TRAVEL

Employees utilizing their private vehicle to travel on school business when district vehicle is not available shall be compensated at the prevailing rate being paid by the State of Washington. All employees who by nature of their assignment must travel between schools or are required to make home visitations shall also be reimbursed at the prevailing rate being paid by the State of Washington. Any travel shall be at all times with the approval of the immediate supervisor and shall be subject to any reasonable insurance, legal and safety requirements and policies as deemed appropriate by the Superintendent or designee.

SECTION 9. NATIONAL BOARD CERTIFICATION

At the beginning of each school year, affected employees will inform their building administrator of their intentions to apply for National Board Certification or renewal of National Board Certification. The District shall provide two (2) days of release time for the completion and testing of National Board Certification. The employee shall provide proof of the date of the National Board assessment test.

The District shall reimburse the employee up to one thousand dollars (\$1000.00) for National Board certification program fees. This reimbursement will be made following the employee providing proof of expenditure and proof of successful NBC completion.

National Board Certification pay shall be the amount allotted by the state of Washington. Payment to employees for National Board Certification will be made in the pay period immediately following the month in which the allocation is received from the State.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. **Grievance** is a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
- B. A **grievant** is an employee, a group of employees, or the Association filing a grievance.

SECTION 2. PROCEDURE

- A. In the event that an employee believes there is a basis for a grievance, the employee will first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative.
- B. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure.

STEP 1

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or designee. A grievance must be filed within twenty (20) days of the occurrence of which the grievant complains.

STEP 1 REPLY

Within five (5) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance, and give his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 2

In the event the grievant is not satisfied with the disposition of the grievance at Step 1 within five (5) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from date of filing, whichever shall be later, the grievance may appeal to the Superintendent. Within five (5) days the Superintendent or designee shall meet with the grievant in an effort to resolve the grievance and shall give his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

STEP 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2 within five (5) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, or ten (10) days from date of appeal, whichever shall be later, the grievant may ask the local Association to appeal the grievance to the Board through the Superintendent.

Within twenty-five (25) days the Board shall meet with the grievant in an effort to resolve the grievance, and shall give their disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the Superintendent and to the Association.

STEP 4

In the event the Association is not satisfied with the disposition of the grievance by the Board within five (5) days after receipt of same, or if no disposition has been made within five (5) days of such meeting, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition of the Board. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding, except as provided in jurisdiction of the arbitrator. The parties shall not be permitted to assert in such arbitration proceeding any ground rule, except as provided in jurisdiction of the arbitrator, or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding on parties.

SECTION 3. ARBITRATOR

- A. **Arbitration costs.** Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- B. **Jurisdiction of the Arbitrator.** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry to specific areas of the Agreement as cited in the grievance form. The arbitrator shall make no awards nor substitute his/her knowledge for the expressed provisions of the contract under question. The arbitrator shall rule exclusively as to the compliance or non-compliance of the Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with the grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.
- C. **Litigation Costs.** The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees, and other related expenses incurred as a result of defending such action.

SECTION 4. ELECTION OF REMEDIES

Any matter which has an alternate form of resolution (*Superior Court, Human Rights Commission, PERC, OCR, etc.*) may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies such as those illustrated above.

SECTION 5. TIME LIMITS

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

take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

SECTION 6. GRIEVANCE AND ARBITRATION HEARINGS

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

SECTION 7. INDIVIDUAL COMPLAINTS

If an employee has a personal complaint which he/she desires to discuss with the supervisor, he is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association.

SECTION 8. CONTINUITY OF GRIEVANCE

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

SECTION 9. EXCLUSIONS FROM ARBITRATION

The following are excluded from arbitration:

- a) Non-renewal of provisional employees.
- b) Non-renewal of contract; provided, however, the Certificated Staff Reduction provision will be arbitrable; except the financial determination may be decided by Superior Court; except for option provided in Due Process Article III Section 4.

ARTICLE X – DURATION

- A. This Agreement shall be effective as of September 1, 2019; shall be binding upon the District, the Association and their members; and shall remain in full force and effect through August 31, 2020.
- B. The Agreement may be re-opened on any item during the term of the contract by mutual consent of the parties.
- C. Salaries and benefits (*insurance*) will be automatically adjusted annually to reflect state funding while staying within compliance limits and placed in the Agreement as addendums (*see Article VIII, Section 4*).

APPENDIX A-1 – GOLDENDALE GEA 2021-24 SALARY SCHEDULE (district proposal)

The purpose of this letter of agreement is to set forth the following 2021-24 certificated salary schedule for Goldendale Education Association (GEA) members. Appendix A-1 is amended as follows:

	<i>BA-0</i>	<i>BA-15</i>	<i>BA-30</i>	<i>BA-45</i>	<i>BA-90</i>	<i>MA-0</i>	<i>MA-45</i>	<i>MA-90</i>
STEP	21-22	21-22	21-22	21-22	21-22	21-22	21-22	21-22
0	44,395	45,596	46,837	48,082	52,077	53,226	57,222	59,797
1	44,993	46,208	47,467	48,767	52,803	53,818	57,855	60,413
2	45,562	46,789	48,061	49,462	53,487	54,415	58,439	61,025
3	46,603	47,389	48,673	50,118	54,136	54,979	58,993	61,643
4	46,725	48,018	49,311	50,805	54,848	55,570	59,612	62,281
5	47,396	48,619	49,924	51,501	55,528	56,172	60,199	62,919
6	47,929	49,201	50,551	52,208	56,216	56,787	60,797	63,530
7	49,004	50,294	51,662	53,409	57,474	57,944	62,009	64,822
8	50,575	51,936	53,335	55,228	59,348	59,761	63,883	66,797
9		53,636	55,106	57,066	61,283	61,598	65,816	68,831
10			56,896	58,997	63,271	63,531	67,807	70,919
11				60,988	65,354	65,521	69,888	73,063
12				62,911	67,491	67,589	72,026	75,298
13					69,681	69,728	74,216	77,584
14					71,882	71,931	76,561	79,959
15					73,753	73,799	78,551	82,038
16					75,226	75,275	80,122	83,678

(above only reflects the state IPD for 2021-2022 which is 2%) If this proposal is agreed to 2% more would be added for 2021-2022.

This letter of agreement shall become effective September 1, 2021; shall remain in effect until August 31, 2024; and shall be attached to the current Collective Bargaining Agreement.

The district will agree to a three-year term for Appendix A-1 in consideration for the following: 2021-2022 (IPD (2%) plus (2%) additional) total for 2021-2022 (4%). For 2022-2023 IPD, plus 2% and 2023-2024 IPD plus (1%). This schedule may be reopened at the mutual consent of both parties in the 2023-2024 school year to consider the impact of significant legislation enacted following execution of this agreement which may affect employee compensation.

Goldendale Education Association

Goldendale School District #404

By: 

By: 

Daniel Schneider, Co-President, GEA

Dr. Ellen Perconti, Superintendent

By: _____

Marisa Bateman, Co-President, GEA

APPENDIX B - SUPPLEMENTAL SALARY SCHEDULE

Step: Years Experience:	1	2	3	4
	0	1 to 2	3 to 6	7 +
Band	10.00%	11.00%	12.00%	13.00%
Drama	4.00%	5.00%	6.00%	7.00%
Journalism	2.00%	3.00%	4.00%	5.00%
Annual Advisor	5.50%	6.00%	6.50%	7.00%

Percentages use Base on State Salary Schedule

Employees who see a decrease in pay on this schedule will be grandfathered at their 1996-97 salary as long as they continuously hold the position or until the schedule exceeds that amount.

EXPERIENCE LANGUAGE

- Credit for experience step granted by position
- Experience granted for District experience within the position held.
- Out of District experience granted for positions

APPENDIX C-1 CRITERIA FOR EVALUATING EDUCATIONAL STAFF ASSOCIATES (ESA)

I. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- A. Each ESA employee demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu by:
1. Providing a theoretical rationale for the use of various procedures.
 2. Demonstrating understanding of the basic principles of human growth and development.
 3. Demonstrating awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals.
 4. Relating and applying knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

II. SPECIALIZED SKILLS

- A. Each ESA employee demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation by:
1. Designing and conducting a program providing specific and unique services within the individual's specific discipline.
 2. Demonstrating ability to synthesize and integrate testing and non-testing data concerning the student:
 - a) To help students integrate and assimilate data:
 - b) To help others involved with the student interpret and use data appropriately and accurately;
 - c) To help other specialists by providing case study materials.
 3. Administering assessment procedures or to organize and prepare those who will administer assessment procedures.
 4. Demonstrating ability to assist classroom teachers and administrators integrate specialized information into the regular curricular program.
 5. Developing goals and objectives consistent with the District-level goals and objectives which will facilitate the implementation of programs and services.

III. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- A. Each ESA employee demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs by:
1. Selecting or recommending testing and non-testing limitations devices, materials, equipment appropriate to student needs.
 2. Demonstrating the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
 3. Using comparative and interpretive data.
 4. Creating an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and District policies.

IV. THE ESA PERSON AS A PROFESSIONAL

- A. Each ESA employee demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth by:
1. Demonstrating awareness of the law as it relates to area of specialization.
 2. Demonstrating awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the ESA's competence area.
 3. Demonstrating commitment to school and professional activities (*attends District and state meetings, consortium activities, participates on special committees, etc.*)
 4. Demonstrating commitment to the concept of the career-long professional growth by participation in workshops and seminars or graduate study.

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

- A. Each ESA employee demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs by:
1. Consulting with other employees, school personnel, and parents concerning the development, coordination, and/or extension of service to those needing specialized programs.
 2. Planning and developing support program to serve the preventive and developmental needs of the school population and the special needs for some students.
 3. Interpreting characteristics and needs of student to parents, staff and community, in group and individual settings via oral and written communications.

(The observation report form for the evaluation of ESA's is available from the District Office.)

APPENDIX C-2 EDUCATIONAL STAFF ASSOCIATES (ESA) EVALUATION REPORT FORM

NAME: _____	Type of Evaluation ___ Annual
SCHOOL: _____	___ 90-Day
POSITION _____ <i>(If less than full time, specify)</i>	___ Other

It is my judgment, based upon adopted criteria, that the above-named person's overall performance has been _____ during the evaluation period.
(satisfactory or unsatisfactory)

Supervisor's Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the durations indicated as follows:

<i>CRITERIA</i> <i>(refer to list of adopted criteria)</i>	STRENGTHS WEAKNESSES SUGGESTIONS FOR IMPROVEMENT <i>(comments must be made in each category)</i>
KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD	
SPECIALIZED SKILLS	
MANAGEMENT OF SPECIAL & TECHNICAL ENVIRONMENT	
THE ESA PERSON AS A PROFESSIONAL	
INVOLVEMENT IN ASSISTING PUPILS, PARENTS & EDUCATIONAL PERSONNEL	

Additional comments and recommendations:

Recommendations from previous evaluations:

Progress toward satisfying previous recommendations:

Recommended improvement for next year:

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

Date

ESA

APPENDIX D - GRIEVANCE REVIEW REQUEST FORM

STEP I

- A. 1. Name _____
2. Date of occasion giving rise to grievance _____
3. Date of filing _____
4. Position/Title _____
5. Building Assignment _____

B. 1. Statement of grievance:

a. Situation leading to grievance:

b. Specific violations:

c. Steps taken to resolve grievance:

2. Specific relief requested, including provision(s) justifying the relief, if any:

3. _____ Grievant's Signature
Date

C 1. Immediate supervisor's Step I response, including provision(s) justifying the response, if any:

2. _____ Supervisor's Signature
Date

3. Grievant's response:

- ____ a. I accept the Supervisor's response
____ b. I reject the Supervisor's response and appeal to Step II
(see details on back)

____ Grievant's Signature _____ Date

**GRIEVANCE REVIEW REQUEST FORM con.
STEP II**

D. 1. Superintendent's Step II response, including provision(s) justifying the response, if any:

2. _____
_____ Superintendent's Signature
Date

3. Grievant's response:

- ____ a. I accept the Superintendent's response
- ____ b. I reject the Superintendent's response and appeal to Step III
(see details on back)

Grievant's Signature

Date

STEP III

E. 1. School Board's Step III response, including provision(s) justifying the response, if any:

2. _____
Signature _____ School Board's Clerk's
Date

3. Grievant's response:

- ____ a. I accept the School Board's response
- ____ b. I reject the School Board's response and appeal to step IV
(see details on back)

Grievant's Signature

Date

STEP IV

F. Date appealed to arbitration _____

Association President's Signature

Date

APPENDIX E - JUST CAUSE/SEVEN KEY TESTS*

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carroll R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

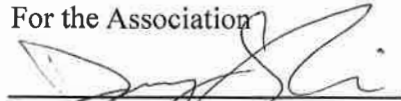
A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. NOTICE: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"
2. REASONABLE RULE OR ORDER: "Was the Employer's rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the employee?"
3. INVESTIGATION: "Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"
4. FAIR INVESTIGATION: "Was the Employer's investigation conducted fairly and objectively?"
5. PROOF: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"
6. EQUAL TREATMENT: "Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?"
7. PENALTY: "Was the degree of discipline administered by the Employer in a particular case reasonably related to
 - a) the seriousness of the employee's proven offense, and
 - b) the record of the employee in his service with the Employer?"

* The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

SIGNATORIES


For the Association



Association Signature

4/28/21
Date

For the District



District Signature

Date

SIGNATORIES

For the Association



Association Signature

04/28/21
Date

For the District



District Signature

Date