

TERMINATION OF EMPLOYMENT

1. Probation and Non-renewal or Termination

CERTIFICATED STAFF

Certificated staff, except "provisional employees," whose performance does not meet minimum requirements based upon the specific categories for evaluation shall receive written notice any time after October 15th. The administration shall exercise the following steps:

Administrator's Report

When an administrator determines on the basis of the specific categories for evaluation that the performance of a staff member does not meet minimum requirements, the administrator shall report the same in writing to the superintendent. The report shall include the following:

- A. The evaluation report; and
- B. A specific and reasonable plan for improvement.

Establishment of Probationary Period

If the superintendent concurs with the administrator that the staff member's performance does not meet minimum requirements, the superintendent shall place the staff member in a probationary status any time after October 15th, and for a period of sixty school days. The staff member shall receive written notice of the action which shall contain the following information:

- A. The specific area of deficiency;
- B. A specific and reasonable plan for improvement which gives the staff member the opportunity to demonstrate improvement in any area of deficiency;
- C. The duration of the probationary period;
- D. The right of the staff member to have representation and/or counsel in any subsequent meeting between the staff member and the administrator.

Evaluation During the Probationary Period

- A. When appropriate, the administrator may utilize district resource persons (e.g., coordinator, consultant, and other staff) who shall observe the staff member's performance and offer suggestions for improvement. During the probationary period the evaluator shall meet at least twice monthly with the staff member to determine progress made and make a written evaluation.
- B. The staff member may be removed from probationary status at any time.

Administrator's Post-Probationary Report

At the end of the probationary period the administrator shall submit a written report to the superintendent. The report shall identify any improvement in the area of deficiency and shall specify that the staff member has or has not demonstrated sufficient improvement in the stated area of deficiency to justify removal from probationary status.

Action by the Superintendent

Immediately after the superintendent determines that the completed probationary period did not produce the performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed in alternative assignment for the remainder of the school year. The reassignment may not displace another employee or adversely affect the probationary employee's compensation or benefits during the balance of the contract year. If such a reassignment is not possible, the superintendent may place the employee on paid leave for the balance of the contract term.

Prior to May 15th, when the superintendent has determined that the staff member has not demonstrated sufficient improvement in the stated area of deficiency, the superintendent shall make a determination of probable cause for non-renewal of the staff member's contract and shall provide written notice to the staff member by May 15 or June 1 if the omnibus appropriations act has not passed the legislature by May 15. Such notice shall contain notice of any appeal rights the staff member may have and notice of the appeal processes.

Any certificated staff member, except "provisional employees," so notified shall be granted an opportunity for a hearing to determine whether or not there is sufficient cause(s) for non-renewal. The hearing may be "open" or "closed" depending on the wish of the staff member. Selection of the hearing officer and conduct of the hearing shall be in accordance with *RCW* 28A.405.310. Should the hearing officer's decision uphold the district's non-renewal action, the certificated staff member may appeal to the superior court (*RCW* 28A.405.320).

Any certificated staff member who does not request a hearing shall be adversely affected as specified in the written notice.

PROVISIONAL EMPLOYEES

"Provisional employees" whose performance does not meet minimum requirements shall receive written notice from the superintendent by May 15, or June 1 if the omnibus appropriations act has not passed the legislature by May 15, that the district does not intend to renew the employment contract. Such notice shall cite the reason for such determination and shall contain notice of any appeal rights that the employee may have and notice of the appeal processes.

Within 10 days of receiving such notice the "provisional employee" may request (in writing) the opportunity to hold an informal meeting with the superintendent. The superintendent shall submit his/ her recommendation for non-renewal to the board (RCW 28A.405.220). The "provisional employee" shall be notified in writing of the superintendent's decision at least three days prior to a meeting of the board. The board shall consider any written communication prior to rendering a decision.

The board shall notify the "provisional employee" of its decision within 10 days following the meeting. Such decision shall be considered final.

Any "provisional employee" who does not request an informal meeting shall be adversely affected as specified in the written notice.

CLASSIFIED STAFF

Classified staff whose performance does not satisfy the needs of the district shall receive written notification from the administrator. Such written notice shall contain the following information:

- A. Subject to the action of the board of directors, the final date of employment with the district.
- B. The right to request a pre-termination meeting within five (5) working days following notice.
- C. Notice of any appeal rights that the employee may have and notice of the appeal processes.

At the pre-termination meeting, the staff member shall be entitled to be advised as to the reason(s) why the month-to-month employment agreement is being terminated and an opportunity to respond to any of the reasons presented. Upon the request of the staff member who is being recommended for termination, the board shall meet with the staff member to determine if termination action shall be taken.

2. Reduction in Force Administrative Procedures

- This reduction in force policy is prepared with special consideration to the size of the school district and the fact that both staff and program offerings are substantially more limited than is the case in larger school districts within the state of Washington.

The following administrative procedures shall be used to implement the policy set forth above:

A. Guidelines for reduction in programs and services:

1. In its efforts to provide an educational program within the district's financial resources, the board shall, as much as practicable, make reductions in expenditures such as: travel, supplies, and materials and equipment before the reduction in staff.
2. If the educational program and services of the school district must be reduced due to a reduction in state basic education funds and or drop in enrollment, legislative or Superintendent of Public Instruction actions, or other legitimate reasons, the following guidelines shall be taken into consideration in determining the program and services to be retained, reduced or eliminated:
 - (a) The program to be retained shall attempt to minimize the consequences of program reductions upon the student.
 - (b) Health and safety standards will be maintained.
 - (c) Priority will be given to those books and supplies used by students in fulfilling basic classroom objectives.
 - (d) When revenues are categorical and depend upon actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of the categorical support.

B. Certificated staff reduction: In the event the Board determines the need for reduction in force (RIF) of certificated employees in the District, the Board shall provide the Association with requested public reports. Upon determination by the Board that a reduction in force is required, the District shall follow the procedure in the order set forth below:

1. The Board shall determine the basic instructional program for the ensuing school year.
2. Employees will fill out a district-supplied form, selecting three unprioritized instructional categories. This is to be based upon certification / endorsement and major or minor course of study in college.
3. The Administration shall rank order teachers according to state seniority. In the

event that two or more teachers have equal state seniority, District seniority shall then determine the ranking. The District and Association agree that both private and public school experience in the State of Washington will count towards this requirement.

- DEFINITION: for the purpose of this Section, "seniority" is defined to include all contracted days of half day or more of teaching experience which an employee has acquired within the Prescott School District.

4. RIF shall be based upon the teacher or teachers with the least amount of seniority.
5. In the event of a tie of seniority of the lowest ranking teachers, retainment in the remaining instructional program shall be determined by:
 - (a) The greatest number of credit hours after the BA degree;
 - (b) lot, which shall be witnessed by the Association president or designee.

C. Affirmative action: Affirmative action principles shall be considered in implementing the reduction in staff.

D. Action by board: Recommendations for certificated staff reduction developed in accordance with these procedures shall be presented to the board prior to May 15 or June 1 if the omnibus appropriations act has not passed the legislature by May 15 for further action by the board.

E. Employment Pool:

1. Certificated employees not assigned to a teaching position for the ensuing school year will be notified in writing of layoff by the Board
2. A certificated employee receiving written notification of layoff shall retain an employment relationship with the District by being automatically placed on layoff and recall status. Credit for any education acquired during that year will be granted subject to salary schedule placement criteria.
3. Acceptance of contract employment as a certificated employee in any other school district while on layoff status shall constitute an automatic termination of employment relationship as provided herein, and said employee shall notify the District by registered letter.
4. No certificated employee will be hired by the District from outside the bargaining unit until all employees on layoff status shall have been recalled. Employment of substitutes shall come from those employees on layoff status

except when no employee is available and qualified for the position.

5. Upon the request of a certificated employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program, subject to the particular insurance company's policy. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

Date: 05-28-2015