

**2019-2022 AGREEMENT**  
**BETWEEN**  
**OKANOGAN SCHOOL DISTRICT NO. 105**  
**AND**  
**OKANOGAN EDUCATION ASSOCIATION**

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**TABLE OF CONTENTS**

		<b>PAGE</b>
1		
2		
3		
4		
5		
6		
7	<b>PREAMBLE</b>	9
8	<b>ARTICLE I. ADMINISTRATION</b>	9
9	Section A. Definition of Terms	9
10	1. District	9
11	2. Board	9
12	3. Association	9
13	4. Parties	9
14	5. Agreement	9
15	6. Employee	9
16	7. Day	9
17	8. Superintendent	9
18	9. President	9
19	10. Contract	9
20	11. Supplemental contract	9
21	12. Extended Contracts	9
22	13. RCW	9
23	14. WAC	9
24	15. SPI	10
25	16. BEA	10
26	17. AR	10
27	18. PERC	10
28	Section B. Recognition	10
29	Section C. Status of Agreement	10
30	1. Sole Agreement	10
31	2. Rules, Regulations, Policies and Resolutions	10
32	3. Conformity to Law	10
33	Section D. Individual and Supplementary Contracts	10
34	Section E. Distribution of Agreement	11
35	Section F. Joint Meetings	11
36		
37	<b>ARTICLE II. BUSINESS</b>	11
38	Section A. Dues Deductions	11
39	1. Members	11
40	2. Hold Harmless	11
41	Section B. Representation Fee	12
42	Section C. Other Deductions	12
43	Section D. Management Rights	12
44	Section E. Association Rights	12
45	1. Use of School Buildings and Equipment	12
46	2. Use of District Bulletin Boards	12
47	3. Use of Direct Mail System	12
48	4. Board Minutes, Reports, Financial Reports and Public Records	12
49	5. Notice of Probation	13
50		
51		

1	<b>ARTICLE III. EMPLOYEE RIGHTS</b>	13
2	Section A. Employee Rights	13
3	Section B. Personnel File	13
4	1. Right to Inspect	13
5	2. Minimum Contents	13
6	3. Confidentiality	13
7	4. Placement of Materials	13
8	5. Location	13
9	6. Principal's Working Files	13
10	7. Removal of Materials	13
11	Section C. Due Process and Just Cause	14
12	1. Just Cause	14
13	2. Written Grounds	14
14	3. Action Appropriate to Behavior	14
15	4. Association Representation	14
16	5. Complaints Against Employees	14
17	6. Privacy and Confidentiality	14
18	7. Complaint Process	14
19	Section D. Assignment and Transfer:	14
20	1. Assignments	14
21	a. Definition	14
22	b. New Employees	14
23	c. Continuing Employees	14
24	2. Transfers	15
25	a. Definition	15
26	b. Vacancies	15
27	3. Vacancy and Posting of Jobs	15
28	a. Posting	15
29	b. Application for Transfer	15
30	c. Priority	15
31	d. Notice to Applicants	15
32	e. Posting During Vacation Periods	15
33	f. Interview Committees	16
34	g. Extracurricular Vacancy	16
35	4. Leave Replacement Employees	16
36	a. Definition	16
37	b. Benefits	16
38	c. Vacancies	16
39	Section E. Employee Protection	16
40	1. District Insurance	16
41	a. Loss of Property	16
42	b. Liability	16
43	2. Threats	16
44	3. Injury on the Job	17
45	4. Absence Due to Attack	17
46	5. Self-Protection	17
47	6. Property Replacement	17
48	7. Dangerous Students	17
49	8. Short Term Removal	17
50	9. Training	17
51	10. Notice	17
52	Section F. Privacy	18

1	1. Information	18
2	2. Faculty Meetings	18
3	3. Personal Lives	18
4	Section G. Harassment	18
5		
6	<b>ARTICLE IV. EVALUATION AND PROBATION</b>	18
7	Section A. Authority	18
8	Section B. Definitions	18
9	Classroom Teachers	18
10	Educational Support Staff	19
11	1. Instructional Framework	19
12	2. Criteria	19
13	3. Criterion	19
14	4. Observation	19
15	5. Observation Report	19
16	6. Evaluation	19
17	7. Performance Levels	19
18	➤ Unsatisfactory	19
19	➤ Basic	19
20	➤ Proficient	19
21	➤ Distinguished	19
22	8. Artifacts	20
23	9. Evidence	20
24	10. Evaluator	20
25	11. Provisional Teacher	20
26	12. Student Growth	20
27	13. Student Growth Data	20
28	Section C. Purpose	20
29	1. Identify Satisfactory Performance	20
30	2. To Assist	20
31	3. Remediation	20
32	Section D. Initiating the Evaluation Process	21
33	Section E. Provisional Employees	21
34	1. Definition	21
35	2. Frequency of Evaluation	21
36	3. Observations	21
37	Section F. Comprehensive Evaluation	21
38	1. Notification	22
39	2. Student Growth Goal Setting	22
40	3. Pre-Observation Communication	22
41	4. Observations	22
42	➤ Formal Observations	22
43	➤ Informal Observations	22
44	5. Post-Observation Communication	22
45	6. Preliminary Summative Communication	23
46	7. Final Summative Communication	23
47	Section G. Focused Evaluation	23
48	1. Notification	23
49	2. Student Growth Goal-Setting	23
50	3. Pre-Observation Communication	23
51	4. Observations	24
52	➤ Formal Observations	24

1	> Informal Observations	24
2	5. Post-Observation Communication	24
3	6. Preliminary Summative Communication	24
4	7. Final Summative Communication	24
5	Section H. Support for Teachers with Areas of Concern	25
6	Section I. Additional Support for Provisional Teachers	25
7	Section J. Probation	25
8	Section K. State Criteria and Scoring	26
9	Summative Performance Rating for Comprehensive Evaluation	27
10	Section L. Student Growth Impact Rating	27
11	Section M. Impact of Low Student Growth Score	27
12	Section N. Student Growth Inquiry	28
13	Section O. Short Form Support Staff Employees	28
14	1. Definition	28
15	2. Frequency of Evaluation	28
16	3. Observations	28
17	4. Negative Evaluation Bar	28
18	5. Removal from Short Form	28
19	Section P. Long Form Support Staff Employees	28
20	1. Definition	28
21	2. Frequency of Evaluation	28
22	3. Observations	28
23	Section Q. General Requirements	29
24	1. Work Site Limit	29
25	2. Signatures	29
26	3. Copy and Response	29
27	4. Observations	29
28	5. Working Files	29
29	6. Surprise Bar	29
30	Section R. Pre and Post Conference	29
31	1. Required Observation Conference	29
32	2. Time and Place	29
33	Section S. Use of Evaluation Results	29
34	1. To Document Satisfactory Performance	29
35	2. To Identify Needed Improvement	29
36	3. To Document Unsatisfactory Performance	29
37	Section T. Probation	30
38	1. Notice	30
39	2. Purpose	30
40	3. Regular Meetings and Assistance	30
41	4. Removal	30
42	5. Failure to Improve	30
43	6. Adverse Effect	30
44		
45	<b>ARTICLE V. STAFF REDUCTION AND RECALL</b>	30
46	Section A. Board Determination of Program	30
47	Section B. Criteria for Modified or Reduced Program	30
48	1. Student/Teacher Ratio	31
49	2. Student and Legal Needs	31
50	3. Reduction of Cash Reserves	31
51	4. Categorical Funding	31
52	5. Reduction of Expenditures	31

1	Section C. Selection of Employees	31
2	1. Selection Criteria	31
3	a. Normal Turnover	31
4	b. Certification	31
5	c. Groupings	31
6	d. Seniority	31
7	2. Employee Retention Listing	31
8	3. Right to Appeal	31
9	Section D. Reemployment Pool (Pool)	32
10	1. Application	32
11	2. Personnel File	32
12	3. Retention of Rights	32
13	4. Reemployment	32
14	5. Notice of Reemployment	32
15	6. Failure to Accept an Offer of Employment	32
16	7. Continuation of Insurance	32
17		
18	<b>ARTICLE VI. INSTRUCTION</b>	32
19	Section A. Academic Freedom	32
20	1. Definition	32
21	2. Academic Freedom Rights	32
22	3. Academic Freedom Guarantee	33
23	4. Complaint Process	33
24	Section B. Work Load and Class Size	33
25	1. Placement	33
26	2. Class Size Limits	34
27	3. Exceptions to Class Size Limits	34
28	4. Violation of Maximums - Class Size Limits	34
29	5. Procedures	35
30	6. Compensation	35
31	a. Elementary Employees	35
32	b. Elementary Specialist and Secondary Employees	35
33	Section C. Plan Time	35
34	1. Use	35
35	2. Elementary	35
36	3. Elementary Special Education Elementary Teachers	36
37	4. Secondary	36
38	5. Secondary Special Education Teachers	36
39	6. Loss of Preparation Time	36
40	7. 15/15 Bar	36
41	8. Part Time Employees	37
42	Section D. Incidental Supplies and Materials	37
43	Section E. Student Discipline	37
44	1. Policies	37
45	2. Distribution of Disciplinary Plan	37
46	3. Employee/Principal Responsibility	37
47	a. Employee	37
48	b. Principal	37
49	4. Referrals	37
50	Section F. Non-Teaching Duties	37
51	Section G. Grading	38
52	Section H. Grant Writing	38

1	Section I. School Psychologist	38
2	a. Caseload	38
3	b. Contracted Day	38
4	c. Meeting Attendance	38
5		
6	<b>ARTICLE VII. LEAVES</b>	38
7	Section A. Illness, Injury and Emergency Leave	38
8	1. Accumulation	38
9	a. Personal Illness, Injury or Disability	38
10	b. Maternity	38
11	c. Family Illness	39
12	d. Emergency	39
13	2. Sick Leave Exhaustion	39
14	3. Annual Sick Leave Buy-Back Option	39
15	4. Death or Retirement Sick Leave Buy-Back Option	39
16	Section B. Professional Leave	39
17	1. Purpose	39
18	2. Approval	40
19	3. Classroom Visitations	40
20	Section C. Court Appearance Leave	40
21	1. Jury Duty	40
22	2. Subpoenas	40
23	Section D. Long Term Leave of Absence	40
24	Section E. Personal Leave	40
25	Section F. Association Leave	40
26	Section G. Child Rearing Leave	41
27	Section H. Bereavement Leave	41
28	Section I. Family Leave (Family and Medical Leave Act of 1993)	41
29	1. Eligibility	41
30	2. Usage	41
31	3. Notification	41
32	4. Job Benefits and Protection	41
33		
34	<b>ARTICLE VIII. FISCAL MATTERS</b>	41
35	Section A. Salary	41
36	1. Salary Schedules	41
37	2. Initial Placement	42
38	a. Placement General	42
39	b. Required Certificates	42
40	c. Education and Experience Credit	42
41	3. Increments	42
42	4. Payment	42
43	5. Advancement	42
44	6. Errors in Computation	42
45	7. Date of Professional Credit	42
46	Section B. Advanced Study Scholarship -- Annual Awards	42
47	Section C. Insurance Benefits	43
48	1. Contribution	43
49	2. Part Time Employees	43
50	3. Insurance Pooling	43
51	4. Review	43
52	5. Additional Options	43

1	6. Double Coverage Bar	43
2	7. Dental and Vision Insurance	43
3	8. SEBB Program Benefits	43
4	Section D. Work Year	43
5	Section E. Work Day	44
6	Section F. Individual Employee Contracts	44
7	1. Individual Contract	44
8	2. Supplemental Contracts	44
9	3. Extended Service Contracts	44
10	4. Release Time	44
11	5. Room Transfers	44
12	Section G. Calendar	45
13	Section H. Attendance at Meetings and Conferences	45
14	Section I. Travel Reimbursement:	45
15	Section J. Extracurricular Employment:	45
16	1. Stipend	45
17	2. Contract and Job Description	45
18	3. Extra Compensation	45
19	4. Removal of Contract Offer	45
20	5. Not a Condition of Employment	45
21	Section K. Elementary Parent-Teacher Conferences	45
22	Section L. Early Notification of Resignation/Retirement	46
23	Section M. Employee Release from Contract	46
24		
25	<b>ARTICLE IX. GRIEVANCE PROCEDURE</b>	46
26	Section A. Definitions:	46
27	1. Grievant	46
28	2. Grievance	46
29	3. Days	46
30	Section B. Time Limits	46
31	Section C. Rights to Representation	47
32	Section D. Individual Rights	47
33	Section E. Procedure:	47
34	STEP 1. Supervisor	47
35	STEP 2. Superintendent	47
36	STEP 3. Binding Arbitration	47
37	Section F. Expedited Grievance Procedure (Optional)	48
38	Section G. Miscellaneous Conditions	48
39	1. Contract Expiration	48
40	2. No Reprisals	48
41	3. Cooperation of the Parties	48
42	4. Released Time	49
43	5. Files	49
44	6. Form	49
45	7. Association Grievances	49
46	Section H. Adverse Action	49
47		
48	<b>ARTICLE X. TERM AND RATIFICATION</b>	50
49	Section A. Effective Dates	50
50	Section B. Openers	50
51	Section C. Simultaneous Exchange	50
52		



1	<b>APPENDICIES</b>	
2	APPENDIX A. EMPLOYEE SALARY SCHEDULE 2019-2022	51
3	APPENDIX B. SUPPLEMENTAL SALARY SCHEDULE 2019-2022	52
4	APPENDIX C. EXTRA CURRICULAR SALARY SCHEDULE	53
5	APPENDIX D. GRIEVANCE REPORT FORM	54
6	APPENDIX E. SUPPLEMENTAL DAYS FOR NOTIFICATION OF RESIGNATION/RETIREMENT	55
7	APPENDIX F. EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (SHORT FORM)	55
8	APPENDIX G. LIBRARIAN FINAL EVALUATION REPORT (SHORT FORM)	56
9	APPENDIX H. CLASSROOM TEACHER FINAL EVALUATION REPORTS	57
10	Comprehensive Evaluation - Final Evaluation Report	57
11	Focus Evaluation - Criterion 1 Final Evaluation Report	61
12	Focus Evaluation - Criterion 2 Final Evaluation Report	62
13	Focus Evaluation - Criterion 3 Final Evaluation Report	63
14	Focus Evaluation - Criterion 4 Final Evaluation Report	64
15	Focus Evaluation - Criterion 5 Final Evaluation Report	65
16	Focus Evaluation - Criterion 6 Final Evaluation Report	66
17	Focus Evaluation - Criterion 7 Final Evaluation Report	67
18	Focus Evaluation - Criterion 8 Final Evaluation Report	68
19	APPENDIX I. EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (LONG FORM)	69
20	APPENDIX J. LIBRARIANS FINAL EVALUATION REPORT (LONG FORM)	72
21	APPENDIX K. EVALUATION OPTION FORM	76
22	APPENDIX L. NOTICE TO EMPLOYEE RECEIVING NOTICE OF PROBATION	77
23	APPENDIX M. LETTER OF UNDERSTANDING –Relating to Graduation Requirements	78
24		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
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**2019-2022 AGREEMENT BETWEEN  
OKANOGAN SCHOOL DISTRICT NO. 105  
AND  
OKANOGAN EDUCATION ASSOCIATION**

**PREAMBLE**

This Agreement has been reached between the Okanogan School District #105 and the Okanogan Education Association pursuant to RCW 41.59.

**ARTICLE I. ADMINISTRATION**

**Section A. Definition of Terms**

As used in this agreement, the following terms will have the following meanings unless the context in which they are used clearly indicates another meaning:

1. The term "**District**" shall mean Okanogan School District No. 105.
2. The term "**Board**" shall mean the Board of Directors of Okanogan School District No. 105 as the governing body of the District.
3. The term "**Association**" shall mean Okanogan Education Association an affiliate of the Washington Education Association, National Education Association and North Central Washington UniServ Council.
4. The term "**Parties**" shall mean the District and the Association.
5. The term "**Agreement**" shall mean this collective bargaining agreement, which shall be signed by the Parties.
6. The term "**Employee**" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "**day**" shall mean any day the district business office is open for business with the public.
8. The term "**Superintendent**" shall mean the chief administrative officer of the District or his/her designee.
9. The term "**President**" shall mean the President of the Association or his/her designee.
10. The term "**contract**" shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.67.070 (RCW 28A.405.210.)
11. The term "**supplemental contract**" shall mean that contract issued and signed in accordance with RCW 28A.67.074 (28A.405.210).
12. The term "**Extended Contracts**" shall mean that the individual contract issued to employees for days beyond the employee's basic school year.
13. The term "**RCW**" shall mean Revised Code of Washington.
14. The term "**WAC**" shall mean Washington Administrative Code.

- 1 15. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.  
2  
3 16. The term "BEA" shall mean Basic Education Act.  
4  
5 17. The term "AR" shall mean Association Representative(s).  
6  
7 18. The term "PERC" shall mean the Washington State Public Employment Relations Commission.  
8

9 **Section B. Recognition**

10  
11 The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated  
12 employees of the District under contract with the exception of the Superintendent, Principals, Supervisors,  
13 Confidential Employees and Substitute Teachers.  
14

15 The District shall not recognize or bargain with any other employee organization seeking or claiming to  
16 represent employees unless such organization has been certified by PERC as the exclusive bargaining  
17 agent for employees.  
18

19 **Section C. Status of Agreement**

- 20  
21 1. **Sole Agreement**: This shall be the sole Agreement between the Parties regarding wages, hours, and  
22 terms and conditions of employment.  
23  
24 2. **Rules, Regulations, Policies and Resolutions**: Rules, regulations, policies and resolutions of the  
25 District which are not in conflict with the terms of this Agreement, shall not be affected by the terms of  
26 this Agreement. The terms of this Agreement shall be controlling in the event there are inconsistencies  
27 or conflicts with the rules, regulations, policies and resolutions of the District to the extent necessary to  
28 give effect to this Agreement.  
29  
30 3. **Conformity to Law**: This Agreement shall be governed and construed according to the Constitution  
31 and Laws of the State of Washington. If any provision of this Agreement, or any application of the  
32 Agreement to any employee or groups of employees shall be found contrary to law by a court or  
33 administrative agency of competent jurisdiction, such provision or application shall have effect only to  
34 the extent permitted by law. All other provisions or applications of the Agreement shall continue in full  
35 force and effect.  
36

37 If any provision of this Agreement is held to be contrary to law, the parties shall commence negotiations on  
38 said provision as soon thereafter as is reasonably possible.  
39

40 **Section D. Individual and Supplementary Contracts**

- 41  
42 1. All individual and supplemental contracts shall be subject to and consistent with law and this and  
43 subsequent agreements between the Parties. If any individual or supplemental contract is inconsistent  
44 with this Agreement, this Agreement shall control.  
45  
46 2. If the Board issues individual employee contracts prior to the expiration of this agreement, such  
47 individual contracts shall be accompanied by a contract rider which states that the individual contract  
48 shall be subject to wages, hours, terms and conditions of employment in this agreement or such  
49 successor agreement as negotiated and ratified by the Parties.  
50  
51  
52

1 **Section E. Distribution of Agreement**

2  
3 Following ratification of this Agreement, the Association shall produce an electronic copy for District review  
4 and mutual editing. After editing and within sixty (60) days after ratification, the District will print, at its cost,  
5 and the Association shall distribute to all employees copies of this Agreement. Each employee will be sent  
6 a digital copy of the contract and, upon request, a hard copy. Up to ten (10) additional copies will be  
7 provided to the Association. The District shall make at least one (1) copy available for review by any  
8 applicant for employment with the District.  
9

10 **Section F. Joint Meetings**

11  
12 Representatives of the Parties shall meet on an as needed basis to informally discuss concerns that either  
13 party believes is violating the negotiated contract. A written agenda of issues will be presented to the other  
14 side at least five working days before the meeting. Such meetings shall not be grievance resolution  
15 conferences nor shall they be collective bargaining sessions regarding this or successor Agreements. A  
16 recording will be made of each meeting with a summary of the minutes, after being agreed to by both sides,  
17 distributed to all OEA members and administrative staff.  
18

19 **ARTICLE II. BUSINESS**

20  
21 **Section A. Dues Deductions**

- 22  
23 1. **Members:** During the term of this Agreement, the District agrees to deduct from the wages of each  
24 employee, a sum certified by the Association as dues provided that the District has received a written  
25 authorization. The Association shall submit payroll authorizations to the District office for processing.  
26 A table of pro-rated annual dues, assessments and fees shall be supplied to the District payroll office  
27 by the Association to determine monthly dues deductions. The District agrees to forward the sums so  
28 deducted to the Association once each month in accordance with the table provided by the Association  
29 and in accordance with the District's disbursement procedures.  
30  
31 2. **Hold Harmless:** The Association agrees to and will indemnify and hold the District harmless against  
32 any claim made and any suit instituted against the District resulting from any deduction of Association  
33 dues. The Association agrees to refund to the District any amounts paid to it in error. The Association  
34 shall have the right to select counsel in the defense of any suit against the District resulting from the  
35 deduction of Association dues.  
36

37 **Section B. Representation Fee**

- 38  
39 1. The District recognizes that the members of the Association provide the necessary funds to carry out  
40 the duties of the Association in representing all members of the bargaining unit as required by statute.  
41 As such, the district understands the need for a representation fee to be paid by non-members as well  
42 as by members in order to cover their fair share of the cost of representation.  
43  
44 2. No employee will be required to join the Association; however, those employees who are not  
45 Association members, but are members of the bargaining unit, will be required to pay a representation  
46 fee to the Association. The representation fee shall be an amount less than the regular dues for  
47 Association membership in that non-members shall be neither required nor allowed to make political  
48 (WEA/PAC or NEA/PAC) deduction.  
49  
50 3. In the event that the representation fee is regarded by an employee as a violation of their right to non-  
51 association, such bona fide objections will be resolved according to the provision of RCW 41.59.00, or  
52 the Public Employment Relations Commission. Such employee shall pay an amount of money

1 equivalent to regular Association dues to a non-religious charity or to another charitable organization  
2 mutually agreed upon by the employee affected and the Association. The employee shall furnish  
3 written proof that such payment has been made. If the employee and the Association do not reach  
4 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
5 charitable organization. The Association will assume legal responsibility on this matter.  
6

7 **Section C. Other Deductions**  
8

9 Upon receipt of written authorization of three (3) or more employees, the District agrees to deduct from the  
10 salary of employees, premiums for those insurance and annuity programs which have been approved by  
11 the Association and the District. The sums which are deducted as premiums for approved insurance and  
12 annuity programs shall be forwarded in accordance with the written authorization.  
13

14 **Section D. Management Rights**  
15

- 16 1. The management and conduct of the business of the District, including the employment, assignment,  
17 direction and management of all employees of the District are the exclusive right and responsibility of  
18 the Board of Directors of the District. Such rights shall not be exercised in a manner which is contrary  
19 to or in conflict with the express provisions of this agreement.  
20
- 21 2. In the exercise of its right of management, the District, through its Board of Directors, shall have the  
22 right to amend existing policies, rules and regulations and to adopt new policies, rules and regulations  
23 necessary for the proper conduct of the business of the District, provided the same are not in conflict  
24 with the express provisions of this agreement or the laws of the State of Washington.  
25
- 26 3. It is further agreed that the District shall through bulletins, policy handbooks or other effective means,  
27 make its rules, regulations and policies known to the employees.  
28

29 **Section E. Association Rights**  
30

- 31 1. **Use of School Buildings and Equipment:** The Association shall have the right to use School District  
32 Buildings and equipment for the purpose of having meetings and transacting business on the same  
33 terms and conditions as other public groups, provided that such meetings do not interfere with the  
34 District's educational programs. The Association shall reimburse the District for any extra custodial  
35 costs resulting from the use of such buildings. All meetings shall not conflict with other pre-scheduled  
36 meetings for the facilities requested and shall be scheduled through the building administrator under  
37 the same procedure as applied to other public and civic groups.  
38
- 39 2. **Use of District Bulletin Boards:** The Association shall have the right to post notices of activities and  
40 matters of Association concern on the bulletin board in the Staff Room of each building. Materials  
41 posted shall contain nothing libelous.  
42
- 43 3. **Use of Direct Mail System:** The Association may use employee mailboxes located within school  
44 buildings within the District for communication with its members, provided that such use does not  
45 interrupt or interfere with the utilization of those mailboxes by the District for official District business.  
46
- 47 4. **Board Minutes, Reports, Financial Reports and Public Records:** The District agrees to post on the  
48 district's website agendas of upcoming board meetings and minutes of the previous board meetings,  
49 and to make available to the Association documents which are public records. Such availability of  
50 public record documents shall be upon written request of the Association through the Superintendent.  
51 The Association shall reimburse the District for actual costs of reproduction. The Board shall make  
52 every reasonable effort to give the Association an opportunity to advise the board with respect to new

1 or modified fiscal, budgetary, levy or building programs and major revisions of educational policy prior  
2 to their adoption.

- 3  
4 5. **Notice of Probation:** In the event any employee is placed on probation, the District shall provide the  
5 President with notice of such action, provided that should the employee indicate in writing to the District  
6 (Appendix K) that he/she does not wish to have the Association notified, such notice will be withheld.  
7

## 8 9 **ARTICLE III. EMPLOYEE RIGHTS**

### 10 **Section A. Employee Rights**

11 The parties agreed that the terms of this agreement shall be applied without regard to race, color, creed,  
12 religion, national origin, age, sex, marital status or handicap, except as required by law.  
13

### 14 **Section B. Personnel File**

- 15  
16  
17 1. **Right to Inspect:** Each employee shall have the right to inspect all contents of his/her own personnel  
18 files kept within the District by making an appointment for such purpose through the Superintendent.  
19

20 Each employee shall have the right to review, initial, copy and attach his/her own comments to  
21 evaluation or other material made a part of his/her personnel file.  
22

23 Any employee, who in person and/or by an AR, shall review his/her personnel file, shall prepare an in-  
24 ventory of the contents of the personnel file as of the date of review and present it to the District  
25 Superintendent for his concurrence and signature. A copy of each inventory shall be placed in the  
26 personnel files.  
27

- 28 2. **Minimum Contents:** Each personnel file shall contain the following minimum items or information:  
29 required medical information, evaluation reports, annual contracts, teaching certificates, and a  
30 transcript of academic records.  
31
- 32 3. **Confidentiality:** Personnel files of employees shall be kept confidential to the extent authorized by  
33 law. Personnel files shall be available for inspection only to supervisory personnel, confidential  
34 employees of the District, the individual employee and the employee's legal counsel.  
35
- 36 4. **Placement of Materials:** Any letter or document emanating from District personnel for the purpose of  
37 insertion in an employee's personnel file and which is critical of said employee's professional  
38 performance or conduct shall be shown to said employee before insertion in the personnel file.  
39 Employees shall indicate they have seen such materials by affixing their signature and dating the copy  
40 that is to go into the file.  
41
- 42 5. **Location:** The District shall maintain the employee's personnel file at the District Office.  
43
- 44 6. **Principal's Working Files:** Principal's working files will be available for review by the employee at the  
45 employee's request. Said files shall be purged, except for the employee's previous year's evaluation  
46 and goals, at the end of each school year or no later than June 30.  
47
- 48 7. **Removal of Materials:** After seven (7) years the District may remove and destroy employee's  
49 evaluation reports. After seven (7) years the District shall remove and destroy any adverse materials  
50 (excluding evaluation reports) upon which no subsequent action has been taken.  
51  
52

1 **Section C. Due Process and Just Cause**  
2

- 3 1. **Just Cause**: No employee shall be disciplined or terminated without just cause.  
4  
5 2. **Written Grounds**: The specific grounds forming the basis of any disciplinary action will be made  
6 available to the employee in writing upon request.  
7  
8 3. **Action Appropriate to Behavior**: Any disciplinary action taken against an employee shall be  
9 appropriate to the behavior which precipitates the action, whether warning, reprimand or suspension.  
10  
11 4. **Association Representation**: An employee shall be entitled to have an AR present during any  
12 disciplinary proceeding.  
13  
14 5. **Complaints Against Employees**: Any complaint against an employee that may lead to disciplinary  
15 action shall be promptly called to the attention of the employee. No complaint against an employee  
16 may be used in a disciplinary action against that employee unless the complaint was discussed with  
17 the employee in a timely fashion.  
18  
19 6. **Privacy and Confidentiality**: Any criticism of an employee, supervisor, manager, building or district  
20 administrator, school board or individual member of the school board, and all disciplinary actions shall  
21 be made in private and in confidence and never in the presence of students, parents, other employees,  
22 or at public gatherings.  
23  
24 7. **Complaint Process**: Written assurance signed by the board, superintendent, principals, and staff  
25 members, stating that no action will be taken relative to a complaint, regardless of issue by a parent or  
26 community member unless it has followed the appropriate chain of command, which is documented.  
27 When employees have a complaint, they shall follow the steps as set forth in the Okanogan School  
28 District Policy 5270.  
29

30 **Section D. Assignment and Transfer:**  
31

32 The Board shall have the right to assign and transfer employees to meet the educational program subject  
33 to the terms of this Agreement.  
34

35 1. **Assignments:**  
36

37 a. **Definitions:**  
38

- 39 1.) **Assignment**: An assignment shall mean the placement of an employee to a position within the  
40 bargaining unit. A position shall include the grade level and/or subject taught, or specialty  
41 (e.g., special education or librarian) and the building(s) in which the employee is stationed.  
42  
43 2.) **In-House**: The term in-house shall mean a certificated employee who is under contract with  
44 the District. If this employee applies for a certificated position for which they are qualified, they  
45 will be guaranteed an interview.  
46

- 47 b. **New Employees**: New employees will be assigned to a grade level and/or subject, or specialty,  
48 within the employee's certification. The employer will give notice of assignments to newly  
49 appointed teachers as soon as practicable.  
50

- 51 c. **Continuing Employees**: The District shall make reasonable effort to give employees notice of their  
52 specific assignments, building assignments, and room assignments for the forthcoming year by

1 July 1, except in cases of emergency, not later than August 1.

2  
3 **2. Transfers:**

4  
5 a. **Definition:** A "transfer" shall mean a change from an employee's current assignment to a different  
6 assignment.

7  
8 b. **Vacancies:** A vacancy occurs when any current certified teaching position changes and requires  
9 either a different certified employee in that position or a new certified position is created. The  
10 district will send an email to all certified employees announcing the vacancy and give them at least  
11 three (3) business days to express their interest in the position prior to any transfer decisions. The  
12 Building Principal has decision-making authority to complete appointments in order to fill vacancies.  
13 If necessary, the Building Principal may inform the Superintendent of a vacancy and request  
14 permission to post the vacancy per union contract. Employee transfers shall be made on the basis  
15 of qualifications and/or to meet the educational programs of the District. When two (2) or more  
16 transferring employees have equal qualifications, the employee with the most seniority shall be  
17 hired.

18  
19 Qualified employees who apply for such positions shall be afforded an interview and response from  
20 the District.

21  
22 **3. Vacancy and Posting of Jobs:**

23  
24 a. **Posting:** All positions (including new positions) which are not filled by in-house transfers that occur  
25 during the work year shall be reported to the Association and posted in each building for a  
26 minimum of five (5) days. Any special qualifications of the vacancy or new position shall be listed  
27 on the posting.

28  
29 When vacancies including new positions exist as determined by the district, employee transfers  
30 shall be made by an administrative team following an interview process. Qualified employees who  
31 apply for such positions shall be afforded an interview and response from the district.

32  
33 All known vacancies for the following work year shall be reported to the Association and posted in  
34 each building by May 15 of the current work year. Thereafter, the job posting list shall be updated,  
35 as new vacancies become available, with the new listing being circulated to the employees in the  
36 bargaining unit.

37  
38 b. **Application for Transfer:** Employees requesting a transfer shall complete and file a request for  
39 transfer with the Superintendent by April 1. No other requests shall be considered unless new  
40 positions are created after April 1.

41  
42 c. **Priority:** Qualified current employees shall be given first priority for vacancies and new positions.

43  
44 d. **Notice to Applicants:** All employees requesting a transfer to a vacancy or new position shall be  
45 notified within five days of the employer filling the vacancy or new position. Such notification shall  
46 include a statement of acceptance or non-acceptance. If non-accepted, the employee has the right  
47 to a conference with the Superintendent to discuss the reasons for non-acceptance.

48  
49 e. **Posting During Vacation Periods:** During vacation periods, the District shall notify employees of  
50 the posting by email, on the district's website, and by post mail for those who prefer a hard copy.  
51 The district will email to staff in May if they wish to receive postings by email. If a staff member  
52 does not respond to the district's request before school is out for the summer, the district will email



1 postings to that person.  
2

3 f. **Interview Committees:** Interview Committees will be selected to fill outside teaching positions.  
4 The committee will include teachers.  
5

6 g. **Extracurricular Vacancy:** Employees shall be notified first of any extracurricular vacancies. Said  
7 employees shall have first right of hire if they meet the posted minimum requirements for such  
8 extracurricular position(s). If, during the period the position is open, more than one employee  
9 applies, the candidate judged most qualified will be hired.  
10

11 In the event that no employee applies for the vacancy, the District may then employ individuals  
12 from outside the bargaining unit who are qualified under state laws, and/or the regulations and  
13 requirements of the Washington Interscholastic Athletic Association, when applicable.  
14

15 If an OEA extra-curricular position has been posted and no OEA member has applied for the  
16 position or has met the minimum posted qualifications for the job, then a non-bargaining member  
17 may apply for the job. If the non-bargaining member who applies for the job is hired, s/he may  
18 receive the job for two (2) seasons/years to ensure consistency in the position. At the end of the  
19 second season/year, the job will be posted again to determine if any OEA member wishes to apply.  
20 The purpose of this section is to make clear that the extra-curricular positions listed in the OEA  
21 contract will first be offered to bargaining unit members, even if a non-bargaining member held that  
22 position the previous year.  
23

24 Qualified employees who apply for such positions shall be afforded an interview and response from  
25 the District.  
26

27 4. **Leave Replacement Employees:**  
28

29 a. **Definition:** Leave replacement employees are those employees who were hired to fill a vacancy  
30 created when another employee was on leave for at least one (1) year.  
31

32 b. **Benefits:** Leave replacement employees shall receive the same benefits, accrue retirement credit  
33 and in all other manners receive the same treatment, privileges, and benefits as other employees  
34 of the bargaining unit, provided that they shall not receive a continuing contract.  
35

36 c. **Vacancies:** As vacancies occur within the District, leave replacement employees shall be eligible  
37 to fill such vacancies, provided they file a written application with the Superintendent and they meet  
38 the minimum state requirements for the vacancy they seek to fill. Leave replacement employees  
39 will be automatically granted an interview for position openings.  
40

41 **Section E. Employee Protection**  
42

43 1. **District Insurance:**  
44

45 a. **Loss of Property:** The District shall provide insurance coverage to cover the costs of loss of  
46 property sustained as is required by RCW 28A.58.425.  
47

48 b. **Liability:** The District shall provide general liability and employee's liability coverage, subject to  
49 exclusions of the policy. Coverage is limited to \$10,000,000.00 per employee, per occurrence,  
50 limited to two (2) occurrences.  
51

52 2. **Threats:** Any employee who is threatened with physical harm by any person or group while carrying

1 out assigned duties shall immediately notify the administration and, if necessary, the appropriate law  
2 enforcement authority. Immediate steps shall be taken by the administration in cooperation with the  
3 employee to provide for the employee's safety. Steps may include notifying law enforcement, providing  
4 legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be  
5 reported to the employee and the President by the Superintendent at the earliest possible time.  
6

- 7 3. **Injury on the Job:** Whenever an employee is absent from employment and unable to perform his/her  
8 duties as a result of personal injury sustained in the course of his/her employment, including illness due  
9 to related chemicals and toxins, and including travel to and from his/her work place within the work day,  
10 he/she will be paid his/her full salary with deduction from sick leave for the period of his/her absence,  
11 less the amount of any workman's compensation award made for disability due to said injury.  
12
- 13 4. **Absence Due to Attack:** Whenever an employee is absent from employment as a result of physical  
14 attack sustained in the course of employment, including travel to and from the employee's work place,  
15 the employee will be paid full salary for the period of absence, less the amount of any workman's  
16 compensation awarded.  
17
- 18 5. **Self Protection:** Employees may use reasonable measures with a student, patron or other person as  
19 is necessary to protect him/her self from attack, physical or verbal abuse or injury, or to prevent  
20 damage to District or personal property.  
21
- 22 6. **Property Replacement:** Reimbursement to employees for replacement of clothing or other personal  
23 property damaged, destroyed or stolen during the course of an attack or assault on the employee while  
24 the employee is engaged in the duties of his/her employment should be referred to L&I coverage.  
25
- 26 7. **Dangerous Students:** The District shall inform employees prior to assigning to such employees any  
27 student who evidences or who has evidenced symptoms or behaviors that could present a health or  
28 safety problem to the employee or other students. The District shall present specific information about  
29 known symptoms and/or behavior pattern(s) of such student(s) to employees in advance of assigning  
30 such students to employee supervision. The District shall meet in advance of assigning such students  
31 to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to  
32 discuss strategies for managing these situations and for outlining District resources and assistance that  
33 shall be available to such employee(s) prior to such assignments being implemented.  
34
- 35 8. **Classroom Exclusions:** Student exclusion from the classroom will be commensurate with RCW  
36 28A.600.020. Parent/guardians of students who have been excluded from the classroom will be notified  
37 as soon as reasonably possible by the classroom teacher unless, discipline is issued by the Building  
38 Principal.  
39
- 40 9. **Training:** The District shall provide in-service training seminars for all employees concerning  
41 applicable federal, state and local laws and District rules and regulations pertaining to student rights,  
42 employee rights and the processing of student disciplinary matters. Training shall occur during the first  
43 month of the school year, during the school day, and at no cost to employees.  
44
- 45 10. **Notice:** The District shall print the following notice in each student handbook: "The Okanogan School  
46 District shall prosecute to the fullest extent of the law any individual who physically or verbally abuses,  
47 intimidates, or interferes with an employee of this school within the performance of such employee's  
48 duties. Parents and guardians of students who willfully or maliciously damage or destroy school or  
49 employee property shall be held liable for such damages."  
50  
51  
52

1 **Section F. Privacy**

- 2
- 3 1. **Information:** The District shall not provide personal information concerning employees, including
- 4 names, addresses, phone numbers, etc. to any person not required by law, or without specific
- 5 employee approval or Association agreement.
- 6
- 7 2. **Faculty Meetings:** Representatives of commercial concerns shall not be permitted to attend and
- 8 address faculty meetings except when invited by a majority of the faculty in that building or with
- 9 Association approval.
- 10
- 11 3. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or
- 12 attention of the District unless it impacts, negatively, the educational process or the mission statement
- 13 of the District.
- 14

15 **Section G. Harassment**

16

17 The Parties, including their representatives and members, shall not harass each other.

18

19 For purposes of this Agreement the terms "**harass**" and "**harassment**" shall mean words, gestures

20 (including offensive touching) and/or other actions which threaten the individual and serve no legitimate

21 professional purpose.

22 Management shall investigate and take appropriate action, including the possibility of disciplinary action

23 when an individual or group of individuals complains that he/she/they have been harassed (including

24 sexual harassment) by a member or members of the District or Association respectively. The Parties shall

25 cooperate in conducting investigations of alleged harassment. Following the investigation, management

26 shall produce a written report, which shall include findings and recommendations. All parties shall receive

27 a copy of the report.

28

29 The term "**sexual harassment**" shall mean deliberate verbal, visual or physical advances, including

30 touches and gestures, made within the work setting which are unwelcome by the person to whom they are

31 intended. Such unwelcome conduct shall constitute harassment when submission to the conduct:

32

- 33 1. Is made as term or condition of employment, or
- 34
- 35 2. Results in a denial of a promotion or other career enhancing opportunities, or
- 36
- 37 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive
- 38 working environment.
- 39

40 **ARTICLE IV. EVALUATION AND PROBATION**

41

42 **Section A. Authority**

43

44 All employee evaluations shall be conducted in accordance with RCW 28A.405.100 and this Agreement.

45

46 **Section B. Definitions**

47

48 **Classroom Teachers:** "Classroom Teacher" shall mean a certificated employee who provides

49 academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall

50 be evaluated annually using either a Comprehensive or Focused evaluation. The term "classroom

51 teachers" does not include Educational Staff Associates, e.g. Speech Language Pathologists, OT, PT,

1 Nurses, Psychologists, Developmental Language Specialists, Librarians, TOSA, Counselors, and other  
2 bargaining unit members who do not meet this definition.

3  
4 **Educational Support Staff:** "Educational Support Staff" shall mean that sub-group of employees who are  
5 not classroom teachers including but not necessarily limited to Librarians, Counselors, Psychologists,  
6 Nurses, Speech Therapists, Occupational Therapists and Physical Therapists.

7  
8  
9 1. "Instructional Framework" shall mean the adopted instructional framework developed by the Danielson.

10  
11 2. "Criteria" shall mean the eight (8) state defined categories to be scored.

12  
13 3. "Criterion" shall mean one (1) of the eight (8) state defined categories to be scored.

14  
15  
16 4. "Observation" means the gathering of evidence through classroom or worksite visits, or other visits, work  
17 samples, or conversations that allow for the gathering of evidence of the performance of assigned  
18 duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this  
19 section.

20  
21 5. The term "**Observation Report**" shall mean a written summary of the observation. Such observation  
22 report(s) shall be the primary basis for the "Evaluation Report."

23  
24 6. The term "**Evaluation**" shall mean a summary of the results of observations of the employee during the  
25 evaluation process, as well as performance of other professional duties in the school setting.

26  
27 7. "Performance Levels" shall mean: Four performance levels are provided for each indicator. Moving  
28 from Unsatisfactory to Distinguished, the performance levels increase in specificity of practice,  
29 cognitive demand, roles of students, and/or frequency of use. The performance levels are:

30  
31 1. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts  
32 underlying individual components of the criteria. This level of practice is ineffective and inefficient and  
33 may represent practice that is harmful to student learning progress, professional learning environment,  
34 or individual teaching or leading practice. This level requires immediate intervention.

35  
36 2. Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and  
37 skills of the criteria required to practice, but performance is inconsistent over a period of time due to  
38 lack of experience, expertise, and/or commitment. This level may be considered minimally competent  
39 for teachers or principals early in their careers but insufficient for more experienced teachers or  
40 principals. This level requires specific support.

41  
42 3. Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of  
43 the profession. This is successful, accomplished, professional, and effective practice. Teaching and  
44 leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At  
45 this level, teaching and leading a school are strengthened and expanded through purposeful,  
46 collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional  
47 improvement.

48  
49 4. Distinguished: Professional practice at Level 4 is that of a master professional whose practices  
50 operate at a qualitatively different level from those of other professional peers. To achieve this rating, a  
51 teacher or principal would need to have received a majority of distinguished ratings on the criterion  
52 scores. A teacher or principal at this level must show evidence of average to high impact on student

1 growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise  
2 and commitment to all students' learning, challenging professional growth, and collaborative practice.  
3  
4

- 5 8. "Artifacts" shall mean any products generated, developed, or used by a classroom teacher during the  
6 course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should  
7 arise naturally from these practices and should not be created specifically for the evaluation system or  
8 at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be  
9 considered artifacts.  
10  
11  
12 9. "Evidence" shall mean observed practice, products, results, or conversations that can be used to  
13 demonstrate knowledge and skills with respect to the four-level rating system.  
14  
15  
16 10. "Evaluator" shall mean a certificated administrator who has been trained in observation, evaluation, and  
17 the use of the specific instructional framework, the rubrics contained in this agreement, and any  
18 relevant state or federal requirements. The evaluator shall assist the teacher by providing support and  
19 resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks,  
20 trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a  
21 teacher at the same time for the purpose of inter-rater reliability and are not part of any evaluation  
22 process.  
23  
24  
25  
26 11. "Provisional Teacher" means a teacher in his/her first three (3) years of teaching in Washington  
27 State or a teacher who has previously completed at least two (2) years of certificated employment in  
28 another school district in the state of Washington and who is in his/her first year of teaching in the  
29 Pateros School District.  
30  
31 12. "Student Growth" shall mean the change in student growth between two points in time.  
32  
33 13. "Student Growth Data:" assessments used to demonstrate growth must predominately originate at the  
34 classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must  
35 be appropriate, relevant, and may include both formative and summative measures.  
36  
37

### 38 **Section C. Purpose**

39 The purposes of evaluation shall be:

- 40  
41  
42 1. **Identify Proficient/Distinguished Performance:** To identify, in consultation with employees, specific  
43 areas in which the professional performance of each employee is satisfactory.  
44  
45 2. **To Assist:** To assist employees who have identified areas needing improvement, in making those  
46 improvements.  
47  
48 3. **Remediation:** To identify employees whose professional performance is unsatisfactory and for whom  
49 remediation is needed.  
50  
51  
52

1 **Section D. Initiating the Evaluation Process**

2  
3 Within the first ten (10) days of each school year, or, in the case of new employees hired after the  
4 beginning of the school year, within ten (10) days of hire, evaluators shall meet with employees to review  
5 and discuss the evaluation process, options, criteria and forms. Where appropriate, evaluators may use  
6 group meetings for this purpose. At this meeting each employee shall be informed of his/her observer,  
7 evaluator, evaluation options, and given a copy of the Evaluation Option Form, a copy of which is attached  
8 to and made a part of this Agreement as Appendix I. Within ten (10) days following this meeting each  
9 employee shall complete the Evaluation Option Form and return it to his/her evaluator. In addition, the  
10 evaluator and employee shall mutually agree on the employee's personal and professional goals for the  
11 year. If the evaluator and employee are unable to agree on the employee's professional goals both  
12 individuals, the evaluator, and the employee, will write down those goals they deem appropriate. This goal-  
13 setting meeting shall be completed by October 15.  
14

15 **Section E. Provisional Employees**

- 16  
17 1. **Definition:** The term "**Provisional Employee**" shall mean a beginning employee who is in his/her first  
18 three (3) years of employment with the District, unless the employee has previously completed at least  
19 two complete years of certificated employment in another Washington State school district, in which  
20 case the employee will be a provisional employee for the first year of employment with the District.  
21  
22 2. **Frequency of Evaluation:** Provisional employees shall be evaluated no less often than two (2) times  
23 per year for a total of no less than sixty (60) minutes during their first two (2) years of provisional  
24 employment. During the third (3<sup>rd</sup>) year as a provisional employee, the employee must be evaluated no  
25 less than three (3) times for a total of no less than ninety (90) minutes. The first (1<sup>st</sup>) such evaluation  
26 must be completed within the first (1<sup>st</sup>) ninety (90) days of employment. The final evaluation shall be  
27 completed no later than June 1.  
28  
29 3. **Observations:** Provisional employees shall be observed for the purpose of evaluation no less than  
30 twice for each evaluation (see #2 above). Each observation shall be no less than thirty (30) minutes in  
31 length.  
32  
33 4. Provisional employees shall be subject to the provisions of RCW 28A.405.220 [RCW 28A.67.072] and  
34 Article IV, Section F of this Agreement. Specifically, provisional employees are not subject to the  
35 probationary requirements procedures. Discharge and non-renewals of provisional employees may  
36 only proceed through Step II of the grievance process.  
37

38 **Section F. Comprehensive Evaluation**

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

- 45 1. **Notification:** The teacher will be notified by the 20th day of school whether the teacher will be  
46 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the  
47 evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures,  
48 and other relevant information regarding the evaluation system. A complete set of documents,  
49 including all state criteria, Danielson framework, and forms which will be used shall be available on the  
50 District website. Forms used for evaluation will be included in the appendices of this document.  
51

1 2. Student Growth Goal Setting: The teacher who is on a Comprehensive evaluation will set student  
2 growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed by the teacher with  
3 input from the evaluator and may be interrelated or "nested." In most cases these goals should be set  
4 prior to November 1. Student data that measures growth between two points in time shall be used to  
5 calculate a teacher's student growth score. The measurements used shall be determined by the  
6 teacher in consultation with his/her evaluator.  
7

8 3. Pre-Observation Communication: Any teacher may request a pre-observation conference prior to a  
9 scheduled formal observation. A pre-observation conference will be required for provisional employees  
10 or those employees who have been notified by their evaluator prior to the observation of identified  
11 areas of concern in their performance.  
12

13 4. Observations:

14  
15 a. Formal Observations: The total annual observation time must be at least sixty (60) minutes.  
16 One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining thirty  
17 (30) minutes of required observation time may be broken into smaller increments of no less than  
18 ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before  
19 Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually  
20 agreed upon time between the employee and the evaluator.  
21

22 b. Informal Observations: The purpose of informal observations, which may be unannounced, is to  
23 document staff performance in settings that are outside the formal observation process and are  
24 applicable to the employee's evaluation criteria. Informal observations are intended to document  
25 strengths as well as concerns regarding employee performance. Informal observations shall not  
26 take place on the day before Thanksgiving, winter or spring breaks. These observations shall be a  
27 minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify  
28 specific concerns in writing within ten (10) days for the applicable criteria and provide the  
29 opportunity to discuss possible solutions with the teacher.  
30

31 Provisional teachers shall be observed at least once during the first ninety (90) calendar days of  
32 his/her employment period. This observation must be scheduled and must be a minimum of thirty  
33 (30) minutes in length.  
34

35 The District may offer a continuing contract to provisional employees after two (2) years of  
36 evaluations that are proficient or distinguished.  
37

38 A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed  
39 at least three (3) times in the performance of his or her duties. The total observation time for the  
40 school year for a third year provisional teacher shall not be less than ninety (90) minutes.  
41

42 Unless mutually agreed upon, the final observation must be completed prior to May 1.  
43  
44

45 5. Post-Observation Communication: Following each observation or series of observations, the  
46 evaluator will:  
47

48 Document and share the results of the observation in writing or by using the applicable web-based  
49 evaluation tool. Except for extenuating circumstances, the evaluator will share his/her observation  
50 notes with the teacher within five (5) working days. The evaluator's notes shall reflect the appropriate  
51 criterion and/or component observed.  
52

1 The teacher may request a meeting to review the observation notes, if desired.

2  
3 If there is an area of concern, the evaluator will identify specific concerns, in writing, for the applicable  
4 criteria and provide specific observable solutions to remedy the concern. The teacher will have the  
5 opportunity to attach written comments to the observation notes.

6  
7 Each classroom teacher will have the opportunity to submit artifacts to support his/her performance at  
8 any time prior to May 1st or ten (10) working days after the final observation, whichever is later.

9  
10 6. Preliminary Summative Communication: No teacher shall receive an overall Unsatisfactory (or Basic  
11 for experienced teachers) unless they have received prior notice from their evaluator of any areas of  
12 concern that could potentially lead to an Unsatisfactory rating (or Basic for experienced teachers).  
13 Teachers have until May 1st or ten (10) working days after the final observation to provide additional  
14 artifacts, if they so choose.

15  
16 7. Final Summative Communication: The evaluator will complete the final evaluation no later than June  
17 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June  
18 1st shall be considered Proficient on the final summative performance rating and Average on the  
19 student growth impact rating. The final summative evaluation may be delivered by email. The teacher  
20 will sign one (1) original evaluation form for his/her personnel file and be given a copy.

### 21 **Section G. Focused Evaluation**

22 The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires  
23 teachers to be evaluated on one (1) of the eight (8) state criteria. A teacher must complete a  
24 Comprehensive evaluation at least once every six (6) years. In subsequent years they will be evaluated on  
25 a Focused evaluation. The summative score from the most recent comprehensive evaluation becomes the  
26 focus summative evaluation score for any of the subsequent years in which the certificated classroom  
27 teacher is on a focused evaluation. Should a teacher provide evidence of exemplary practice on the  
28 chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school  
29 year.  
30

31  
32 Once an employee is placed on a focused evaluation he/she will remain on a focused evaluation for the  
33 duration of the current school year.

34  
35 1. Notification: The teacher will be notified by the 20th day of school who will be assigned as the  
36 evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures  
37 and other relevant information regarding the evaluation system. A complete set of documents,  
38 including all state criteria, Danielson Framework, and forms which will be used shall be available on the  
39 District website. Forms used for evaluation will be included in the appendices of this document.

40  
41 2. Student Growth Goal-Setting: When the teacher selects Criterion 3, 6, or 8 they must complete the  
42 embedded student growth goal within their chosen criterion only. When the teacher selects Criterion 1,  
43 2, 4, 5, or 7, they must select the student growth goal in either 3 or 6 (SG 3.1, SG 6.1). Student Growth  
44 Goals shall be developed by the teacher with input from his or her evaluator. In most cases these goals  
45 should be set prior to November 1. Student data that measures growth between two points in time shall  
46 be used to calculate a teacher's student growth score. The measurements used shall be determined by  
47 the teacher in consultation with his/her evaluator.

48  
49 3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the  
50 opportunity to review the objectives and goals of his/her lesson with his/her evaluator.



1 4. Observations:  
2

3 a. Formal Observations: The total annual observation time must be at least sixty (60) minutes. One  
4 observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining required  
5 observation time may be broken into smaller increments of no less than ten (10) minutes. Unless  
6 mutually agreed, observations shall not take place on the day before Thanksgiving, winter or spring  
7 breaks. All formal observations will be scheduled for a mutually agreed upon time between the  
8 employee and the evaluator.  
9

10 b. Informal Observations: The purpose of informal observations, which may be unannounced, is to  
11 document staff performance in settings that are outside the formal observation process and are  
12 applicable to the employee's evaluation criteria. Informal observations are intended to document  
13 strengths as well as concerns regarding employee performance. Informal observations shall not  
14 take place on the day before Thanksgiving, winter or spring breaks. These observations shall be a  
15 minimum of ten (10) minutes in length. If there is an area of concern, the evaluator will identify  
16 specific concerns in writing within ten (10) days for the applicable criteria and provide the  
17 opportunity to discuss possible solutions with the teacher.  
18

19 5. Post-Observation Communication: Following each observation or series of observations, the  
20 evaluator will:  
21

22 a. Document and share the results of the observation in writing or by using the applicable web-  
23 based evaluation tool. Except for extenuating circumstances, the evaluator will share his/her  
24 observation notes with the teacher within five (5) working days. The evaluator's notes shall reflect  
25 the appropriate criterion and/or component observed.  
26

27 The teacher may request a meeting to review the observation notes, if desired.  
28

29 If there is an area of concern, the evaluator will identify specific concerns, in writing, for the  
30 applicable criteria and provide specific observable solutions to remedy the concern. The teacher  
31 will have the opportunity to attach written comments to the observation notes.  
32

33 b. Each classroom teacher will have the opportunity to submit artifacts to support his/her  
34 performance at any time prior to May 1st or ten (10) working days after the final observation,  
35 whichever is later.  
36

37 6. Preliminary Summative Communication: The evaluator will review the preliminary evaluation score  
38 with the teacher. Teachers have until May 1st or ten (10) working days after the final observation to  
39 provide additional artifacts, if they so choose.  
40

41 7. Final Summative Evaluation:  
42

43 a. The evaluator will review the final summative score that would have been given with the  
44 employee. The actual summative score on his/her focused evaluation will be from the most recent  
45 comprehensive evaluation. If a teacher was proficient on his/her last comprehensive evaluation and  
46 he/she provides evidence of exemplary practice on his/her chosen focused criterion, a level 4  
47 (Distinguished) score may be awarded by the evaluator, for that school year.  
48

49 b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a  
50 copy.  
51  
52

1 **Section H. Support for Teachers with Areas of Concern**

2 The Association will be notified when any teacher will potentially be judged Basic or Unsatisfactory as soon  
3 as this determination is made.

4  
5 When a teacher is at risk of being judged Basic or Unsatisfactory, additional support shall be offered.  
6 Employees will be offered support based on individual teacher needs. This support may come in the  
7 following manner, but is not limited to, mentors, coaches, visiting other classrooms, attending professional  
8 development opportunities, planning documents, literature, etc.

9  
10 **Section I. Additional Support for Provisional Teachers**

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

- 13  
14 1. A completed Comprehensive evaluation conducted in accordance with Section B above  
15  
16 1. Periodic feedback from the evaluator on the teacher's progress toward remediating deficiencies  
17

18 **Section J. Probation**

19 1. At any time after October 15th, a continuing employee, whose work is judged not satisfactory based  
20 on the Danielson instructional framework evaluation criteria shall be notified in writing of the specific  
21 areas of concern along with a reasonable program for improvement. For teachers who have been  
22 transitioned to the new evaluation system, "not satisfactory" is defined in Section K of this Article.  
23

24 2. A probationary period of sixty (60) school days shall be established for teachers deemed not  
25 satisfactory. Days may be added if deemed necessary to complete a program for improvement and  
26 evaluate the probationer's performance, as long as the probationary period is concluded before May  
27 15th of the same school year. The probationary period may be extended into the following school year  
28 if the probationer has five (5) or more years of teaching experience and has a comprehensive  
29 summative evaluation performance rating as of May 15th of less than Basic. The probation period may  
30 be extended if a teacher has made progress towards being Basic or Proficient and may be able to  
31 achieve a satisfactory rating during the extension period.  
32

33 3. The establishment of a probationary period does not adversely affect the contract status of an  
34 employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give  
35 the employee opportunity to demonstrate improvements in his or her areas of deficiency. The  
36 establishment of the probationary period and the giving of the notice to the probationer shall be by the  
37 school district superintendent and need not be submitted to the board of directors for approval.  
38

39 4. During the probationary period the evaluator shall meet with the employee at least twice monthly to  
40 supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator  
41 may authorize one additional certificated employee to evaluate the probationer and to aid the employee  
42 in improving his or her areas of deficiency. Should the evaluator not authorize such additional  
43 evaluator, the probationer may request that additional certificated employee evaluator become part of  
44 the probationary process and this request must be implemented by including an additional experienced  
45 evaluator assigned by the educational service district in which the school district is located. This  
46 person shall be selected from a list of evaluation specialists compiled by the educational service  
47 district. Such additional certificated employee shall be immune from any civil liability that might  
48 otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The  
49 Association may elect to bring in an outside professional to observe, advise and assist the teacher on  
50 probation.  
51

1 5. During the period of probation, the employee may not be transferred from the supervision of the  
2 original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be  
3 documented by the original evaluator before any consideration of a request for transfer or  
4 reassignment as contemplated by either the individual or the school district.  
5

6 6. If a minor procedural error occurs in the implementation of a program for improvement, the error  
7 does not invalidate the probationer's plan for improvement or evaluation activities unless the error  
8 materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.  
9

10 7. The probationer must be removed from probation if he or she has demonstrated improvement to the  
11 satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency  
12 and subsequently detailed in his or her program for improvement. A classroom teacher who has been  
13 transitioned to the revised evaluation system pursuant to the district implementation schedule adopted  
14 by the board must be removed from probation if he or she has demonstrated improvement that results  
15 in a new comprehensive summative evaluation performance rating of Basic or above for a continuing  
16 contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing  
17 contract employee with more than five (5) years of experience.  
18

19 8. Lack of necessary improvement during the established probationary period, as specifically  
20 documented in writing with notification to the probationer, constitutes grounds for a finding of probable  
21 cause for termination under RCW 28A.405.300 or 28A.405.210.  
22

23 9. When a continuing contract employee with five (5) or more years of experience receives a  
24 comprehensive summative evaluation performance rating of Unsatisfactory for two (2) consecutive  
25 years, the school district shall, within ten (10) days of the completion of the second summative  
26 comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of  
27 discharge as provided in RCW 28A.405.300.  
28

29 10. Immediately following the completion of a probationary period that does not produce performance  
30 changes detailed in the initial notice of deficiencies and program for improvement, the employee may  
31 be removed from his or her assignment and placed into an alternative assignment for the remainder of  
32 the school year. This reassignment may not displace another employee nor may it adversely affect the  
33 probationary employee's compensation or benefits for the remainder of the employee's contract year.  
34 If such reassignment is not possible, the district may, at its option, place the employee on paid leave for  
35 the balance of the contract term.  
36

37 11. No teacher will be non-renewed for evaluation reasons unless they have gone through probation.  
38

39 Not applicable to Provisional Employees: The probation requirements do not apply to Provisional  
40 employees. Provisional employees do not have access to probation.  
41

#### 42 **Section K. State Criteria and Scoring**

43  
44 State Evaluation Criteria:

- 45 1. Centering instruction on high expectations for student achievement
- 46 2. Demonstrating effective teaching practices
- 47 3. Recognizing individual student learning needs and developing strategies to address those needs
- 48 4. Providing clear and intentional focus on subject matter content and curriculum
- 49 5. Fostering and managing a safe, positive learning environment
- 50

- 6. Using multiple data elements to modify instruction and improve student learning
- 7. Communicating and collaborating with parents and the school community
- 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

**Summative Performance Rating for Comprehensive Evaluation**

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

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

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

**Section L. Student Growth Impact Rating**

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below.

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

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

**Section M. Impact of Low Student Growth Score**

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

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

1 **Section N. Student Growth Inquiry**

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

- 4
- 5 1. Examine student growth data in conjunction with other evidence including observation, artifacts and  
6 other appropriate student and teacher information based on classroom, school, district, and state-  
7 based tools and practices.
  - 8
  - 9 2. Examine extenuating circumstances which may include one or more of the following: goal setting  
10 process; content and expectations; student attendance; extent to which standards, curriculum and  
11 assessments are aligned.
  - 12 3. Schedule monthly conferences focused on improving student growth to include one or more of the  
13 following topics: Student growth goal revisions, refinement, and progress; best practices related to  
14 instruction areas in need of attention; best practices related to student growth data collection and  
15 interpretation.
  - 16
  - 17 4. Create and implement a professional development plan to address student growth areas.

18 **Section O. Short Form Support Staff Employees**

- 19
- 20 1. **Definition:** The term "**short form employee**" is any certified employee who is not a classroom teacher  
21 who has been employed by the District for four (4) years with satisfactory evaluations, provided that  
22 any such employee may opt out of short form status for any full year.
  - 23
  - 24 2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per year, which  
25 evaluation shall be completed no later than June 1.
  - 26
  - 27 3. **Observations:** Short form employees shall be observed for the purpose of evaluation at least one (1)  
28 time for a period of no less than thirty (30) minutes.
  - 29
  - 30 4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that  
31 an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's  
32 contract under RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072). The  
33 short form evaluation may be used only in those cases where the evaluator reports "satisfactory".
  - 34
  - 35 5. **Removal from Short Form:** During the year, the evaluator or employee may choose to remove an  
36 employee from the short form evaluation and place him/her on the long form at any time after October  
37 15.

38

39 **Section P. Long Form Support Staff Employees**

- 40
- 41 1. **Definition:** The term "**long form employees**" shall be those certified employees who is not a  
42 classroom teacher who are provisional employees with the District, who are on probation, and who do  
43 not qualify for short form evaluation.
  - 44
  - 45 2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year,  
46 which evaluation shall be completed no later than June 1.
  - 47
  - 48 3. **Observations:** Long form employees shall be observed for purpose of evaluation no less than two (2)  
49 times for each evaluation. Each observation shall be no less than thirty (30) minutes in length.
  - 50
  - 51
  - 52

1 **Section Q. General Requirements**

- 2
- 3 1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge
- 4 of the employee at the employee's normal work site.
- 5
- 6 2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and
- 7 dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by
- 8 the employee, provided that the employee's signature shall indicate only that he/she has received a
- 9 copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.
- 10
- 11 3. **Copy and Response:** A copy of each presentation shall be given to the observed employee within five
- 12 (5) working days of the observation. A copy of the evaluation shall be given to the employee by June
- 13 1. Within ten (10) working days, the employee may submit written comments concerning the report
- 14 which shall be attached to the report in the employee's file.
- 15
- 16 4. **Observations:** Evaluators shall have personally conducted at least two (2) of the observations upon
- 17 which each evaluation is based. Observations shall be a minimum of sixty (60) minutes total.
- 18
- 19 5. **Working Files:** Principal's working files shall be purged at the end of each school year or no later than
- 20 June 30.
- 21
- 22 6. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have
- 23 been preceded with a written statement and/or formal conference with the employee in order to provide
- 24 notice of the problem, specific suggestions for improvement and reasonable time and opportunity for
- 25 improvement.
- 26

27 **Section R. Pre and Post Conference**

- 28
- 29 1. **Required Observation Conference:** The evaluator and employee shall meet for a pre and post
- 30 conference for at least one formal observation and may have one informal observation not requiring a
- 31 pre-conference under the comprehensive/long form option.
- 32
- 33 Employees shall have the opportunity to provide additional information to aid the observer/evaluator in
- 34 completing the report, and make suggestions for the next observation.
- 35
- 36 2. **Time and Place:** Conferences shall be held within the time lines set out in this Agreement at times
- 37 and places mutually determined by the evaluator and the employee.
- 38

39 **Section S. Use of Evaluation Results**

40

41 Evaluation results shall be private and confidential, except as otherwise provided by law, and shall be used:

42

- 43 1. **To Document Satisfactory Performance:** To document the satisfactory performance by an employee
- 44 of his/her assigned duties;
- 45
- 46 2. **To Identify Needed Improvement:** To identify discrete area(s), according to the criteria included on
- 47 the evaluation instrument, in which the employee may need improvement;
- 48
- 49 3. **To Document Unsatisfactory Performance:** To document performance by an employee judged
- 50 unsatisfactory, based on the adopted evaluation criteria.
- 51
- 52

1 **Section T. Probation (Non-Provisional Employees)**  
2

- 3 1. **Notice:** In the event that an employee's work is judged to be unsatisfactory, based upon the evaluation  
4 criteria and procedure, the Superintendent, at any time after October 15, shall place an employee on  
5 probation. The employee shall be notified in writing of the specified area(s) of deficiency along with a  
6 suggested, specific, and reasonable program of improvement, on or before February 1 of the academic  
7 year. This written notice shall advise the employee of the establishment of a probationary period  
8 beginning on or before February 1, and ending no later than May 1. The notice to the employee shall  
9 be signed by the Superintendent.  
10
- 11 2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to  
12 demonstrate improvement(s) in his/her areas of deficiency.  
13
- 14 3. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the  
15 employee twice monthly to supervise and make written evaluations of the progress made by the  
16 employee.  
17
- 18 An employee on probation may authorize an Association representative to accompany him/her at all  
19 conferences required in this section.  
20
- 21 4. **Removal:** The employee may be removed from probation at any time he/she has demonstrated  
22 improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should  
23 be removed from probation, the employee shall be notified in writing no later than May 1.  
24
- 25 5. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in  
26 the area(s) of deficiency, the employee shall be notified in writing on or before May 1 of the lack of  
27 improvement along with specific documentation. Lack of necessary improvement may constitute  
28 grounds for non-renewal pursuant to RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220  
29 (RCW 28A.67.072).  
30
- 31 6. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status of an employee  
32 within the meaning of RCW 28A.405.300 (RCW 28A.58.450).  
33

34 **ARTICLE V. STAFF REDUCTION AND RECALL**  
35

36 **Section A. Board Determination of Program**  
37

38 Prior to May 15th of each year, the Board of Directors shall determine whether the financial resources of  
39 the District will be adequate to permit the District to maintain its educational programs and services  
40 substantially at the same level for the next school year. If the Board determines that financial resources  
41 are not reasonably sufficient for the following school year, due to levy failure, declining enrollment or other  
42 revenue losses, the Board shall adopt a modified educational program and identify those employees who  
43 will be retained to implement such a modified program. The Board shall notify the Association in writing of  
44 such determination as soon thereafter as possible. An outline of the District's anticipated financial condition  
45 will be included with said notification.  
46

47 **Section B. Criteria for Modified or Reduced Program**  
48

49 If the District adopts a modified or reduced educational program because of lack of financial resources, the  
50 following guidelines shall be taken into consideration in determining the programs and services to be  
51 retained, modified or eliminated:  
52

- 1 1. **Student/Teacher Ratio**: Maintenance of the student/teacher ratio at the lowest possible levels,  
2 consistent with available funding and conducive to a good learning climate.
- 3
- 4 2. **Student and Legal Needs**: The needs of the students, requirements for graduation, requirements for  
5 accreditation, and minimum program requirements under state law and regulations.
- 6
- 7 3. **Reduction of Cash Reserves**: Reduce cash reserve as much as practical, except those reserves re-  
8 quired by law which must be maintained.
- 9
- 10 4. **Categorical Funding**: Where revenues are categorical and depend upon actual expenditures rather  
11 than budgeted amounts, every effort shall be made to maintain such programs to the limit of the  
12 categorical support; i.e., vocational education, special education, etc.
- 13
- 14 5. **Reduction of Expenditures**: Reductions in expenditures, where reasonable and not categorically  
15 funded, in capital outlay, supplies and materials, contractual services, and travel in an effort to retain as  
16 much of the basic educational program as possible within the resources available.
- 17

### 18 **Section C. Selection of Employees**

- 19
- 20 1. **Selection Criteria**: In adopting a reduced educational program which will require reduction,  
21 modification or elimination of positions involving employees, the employees required to implement the  
22 modified or reduced educational program or services shall be selected as provided below:
  - 23
  - 24 a. **Normal Turnover**: The District shall determine the number of certificated positions which will  
25 be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other  
26 transfers; and (d) leaves of absence.
  - 27
  - 28 b. **Certification**: Employees retained to implement the modified or reduced educational program  
29 shall possess a valid Washington State certificate/endorsement as may be required.
  - 30
  - 31 c. **Groupings**: Employees will be grouped district-wide first in the following categories: (1)  
32 Elementary, Grades K through 5; (2) Secondary, Grades 6 through 12. Employees will then be  
33 grouped by education specialties within the above division. Specialties are defined as normally  
34 accepted academic major and/or minor fields.
  - 35
  - 36 d. **Seniority**: When more than one employee qualifies for a position under the above criteria, the  
37 employee with the greatest seniority as an employee within the State of Washington shall be  
38 retained first.
  - 39

40 If it is necessary to give notice of non-renewal to employees under these procedures, the District shall  
41 prepare and distribute to all employees, prior to implementation thereof, a list ranking each employee  
42 from the greatest to the least seniority in each specialty area for which they qualify.

- 43
- 44 2. **Employee Retention Listing**: Every employee in the District shall be listed in conformance with the  
45 aforementioned formula. The list shall be ordered from the highest rating (with respect to the formula)  
46 to the lowest. Every employee to which the reduction in force policy applies shall be provided with the  
47 list upon which that employee's name appears, along with the number of employees required to  
48 operate the District's proposed educational program. In addition, the Association shall be provided with  
49 a copy of the list which includes the information specified in this paragraph.
- 50
- 51 3. **Right to Appeal**: Any employee may, in writing, within five (5) days of the receipt of the list, file with  
52 the Superintendent his/her objections to the ranking order. The employee may request consideration



1 of modification of the ranking order. The employee must include in the request a full statement as to  
2 the facts on which the employee contends the list should be modified. If the superintendent rejects the  
3 individual's request for modification of the list, he/she shall do so in writing and provide the individual  
4 and the Association with copies thereof.  
5

6 **Section D. Reemployment Pool (Pool)**  
7

- 8 1. **Application**: Any employee receiving a notice of non-renewal of contract pursuant to these provisions  
9 shall be eligible for a "Special Leave of Absence" without pay upon written application directed to the  
10 Superintendent and received not more than the (10) days following the receipt of the notice of non-  
11 renewal. Employees electing to take a "Special Leave of Absence" shall be placed in a pool and shall  
12 be considered for reemployment according to the same criteria and together with other personnel in the  
13 pool.  
14
- 15 2. **Personnel File**: The personnel file of any employee taking a "Special Leave of Absence" shall reflect  
16 that status, and all reference to non-renewal of such an employee's contract shall be removed from the  
17 personnel file.  
18
- 19 3. **Retention of Rights**: Any personnel on a "Special Leave of Absence" shall retain all rights, including  
20 credit for previous experience. Any credit for any education acquired during that one year shall be  
21 granted. Acceptance of employment as an employee in any other school district during that year shall  
22 constitute an automatic termination of the "Special Leave of Absence".  
23
- 24 4. **Reemployment**: All employees who are placed in the pool for recall shall be given the opportunity to  
25 fill positions for which they are qualified. If more than one such employee is qualified for a vacant  
26 position, the criteria set forth for retention shall be applied to determine who shall be offered such  
27 position. If additional revenue shall become available, first consideration will be given to recall of  
28 employees.  
29  
30 When possible and practical, substitutes shall be hired from the pool.  
31
- 32 5. **Notice of Reemployment**: When a vacancy occurs for which an employee in the pool is qualified, a  
33 written notice shall be delivered by certified mail to the employee by the District. The employee shall  
34 have ten (10) school days or fourteen (14) calendar days from the receipt of the letter to accept the  
35 position.  
36
- 37 6. **Failure to Accept an Offer of Employment**: If the employee in the pool fails to accept the position as  
38 per notice, the employee shall be dropped from the pool.  
39
- 40 7. **Continuation of Insurance**: Employees within the pool may pay their total medical insurance  
41 premiums to the District and in turn the District will forward the money to the appropriate medical  
42 payment centers so that the employees in the pool and/or their dependents will be included within the  
43 group medical insurance to the extent permitted by the insurance carrier.  
44

45 **ARTICLE VI. INSTRUCTION**  
46

47 **Section A. Academic Freedom**  
48

- 49 1. **Definition**: The Board defines Academic Freedom as the right of an employee to pursue the search  
50 for truth in its many forms and to make public his/her methods and finding.  
51
- 52 2. **Academic Freedom Rights**: It is the right of an employee to encourage freedom of discussion of

1 controversial questions in the classroom and to develop in his students a love of knowledge and a  
2 desire to search for truth.

3  
4 The employee should keep in mind that academic freedom is a necessary condition for the successful  
5 practice of the academic profession in a free society.

6  
7 It is recognized that the application of the principle of academic freedom at the common school level  
8 involves considerations for relative immaturity of their students and their need for guidance and help in  
9 studying the issues and arriving at balanced views.

- 10  
11 3. **Academic Freedom Guarantee:** Academic freedom shall be guaranteed to employees and no special  
12 limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas  
13 concerning man, human society, the physical and biological world, and other branches of learning  
14 subject to accepted standards of professional responsibility.

15  
16 These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth  
17 and development of children, and an insistence upon objective scholarship.

- 18  
19 4. **Complaint Process:** Any complaints concerning the instructional process or materials shall be  
20 processed in accordance with Board Policy. The employee shall be provided a copy of any such com-  
21 plaint and shall have the opportunity to comment upon the material in the public hearing conducted  
22 pursuant to RCW 28A.58.758 [28A. 150.230].

23  
24 **Section B. Work Load and Class Size**

- 25  
26 1. **Placement:** Students shall be identified for placement purposes to determine the maximum number of  
27 students in accordance with state and federal laws, rules and regulations. Actual placement of  
28 students shall be in consideration of students' special needs and the professional judgement of the  
29 employee directly affected:

30  
31 Normal  
32 Gifted  
33 Learning disabled  
34 Health Impaired  
35 Temporary Identification subject to final testing and diagnosis  
36 Specific Learning Disabled  
37 Communications Disorders  
38 Migrant/Bilingual/Monolingual (non-English speaking)  
39 Title I  
40 Mentally Retarded  
41 Seriously, Emotionally Disabled  
42 Orthopedically Impaired  
43 Sensory Impaired  
44 Gross Motor and Orthopedically Impaired  
45 Neurologically Impaired  
46 Multiple Handicapped  
47 Deaf/Blind  
48 Behavior

49  
50 When assigning students to classes, the administration/counseling office will pay particular attention to  
51 balancing the number of special education students between classes; in particular, Secondary social  
52 studies and science classes. The secondary social studies and science teachers will be given a preview of

1 student assignments, with any questions being answered, by the Building Principal and/or Counselor.

- 2  
3 2. **Class Size Limits:** The employee(s) and administration are aware that classrooms occasionally  
4 become overcrowded and that this overcrowding is a factor in the quality of education for students and  
5 working conditions for employees. In an effort to resolve the overcrowding concern, the following class  
6 size limits will be established. The maximum number of students per class as reported in the  
7 negotiated contract will be adhered to year around.

8  
9

Level	Maximum
10 Kindergarten	23
11 Transition - 1	23
12 Combined Rooms	22
13 2 - 3 Grade	24
14 4 - 5 Grade	28
15 6 Grade	28
16 7th - 12th Grade	29 (maximum, 150 student/day)
17 Vocational Classes	24
18 Music Specialist	501/00FTE students = 2 hours of paraprofessional time per day.
19 6 <sup>th</sup> , 7 <sup>th</sup> and 8 <sup>th</sup> PE	Each class will receive one (1) hour of classroom aide time.
20 P.E.	501/00FTE students = 2 hours of paraprofessional time per day.
21 Media Specialist	501/00FTE students = 3 hours of paraprofessional time per day.

22

23 K-5 P.E. and Music Specialists will receive the same class size limits, benefits for violations of maximums  
24 and compensations as per contract for grades K-6.

25  
26 6<sup>th</sup> Grade Band is included into the present 6<sup>th</sup> grade class size limit (28 students), unless there is more  
27 than one teacher teaching 6<sup>th</sup> grade band. Due to the fact all 6<sup>th</sup> grade band students are beginners, if a  
28 band teacher has more than 28 beginning band students, then the teacher will receive one hour of aide  
29 time. Whenever class size decreases to 28 students for two consecutive weeks, the one hour of aide time  
30 will be rescinded. Please note, if there is not a musically knowledgeable aide available then the teacher will  
31 receive \$2.00 over per student.

- 32  
33 3. **Exceptions to Class Size Limits:** Where the Association has agreed in writing to make an exception,  
34 class size shall be mutually determined within each building by the employees directly involved, the  
35 Association Representative and the building principal based upon the number of learning stations,  
36 available equipment, safety factors, etc. Large group instructional settings, such as music and P.E. will  
37 be the exception to the maximum numbers. Secondary P.E. and Secondary Music shall be 34:1  
38 maximum.

- 39  
40 4. **Violation of Maximums - Class Size Limits:** In the event any class size maximum is exceeded by  
41 one (1) or more students for five (5) consecutive days the principal shall confer with the employee,  
42 discuss alternative solutions which may include transferring students, adding aide time for the  
43 employee, adding employees, restructuring classes to create grade level combinations, additional  
44 compensation for the employee or any other educationally sound possibilities. In the event that the  
45 aide time is necessary, it will be at the following ratio: One-half (1/2) hour of aide time for each student  
46 over the maximum. On the day the class resumes maximum size, the aide time will be discontinued.

47  
48

Level	Maximum	Minimum Aide Time
49 Kindergarten	23	4 hours/class
50 Transition – 1 grade	23	3 hours/class
51 2 – 3 grade	24	2.5 hours/class
52 4 – 5 grade	28	2 hours/class

1           6 grade                   28                   2 hours/class

- 2
- 3           a.       For each student over the maximum size, ½ hour of aide time will be provided.
- 4
- 5           b.       Classroom aide time will not include ESL, Special Education, Computer Specialist, or aide
- 6           time for recess, lunch, breakfast, or bus duties. All other aide time will be counted.
- 7
- 8           c.       Aide time will be decreased if the District experiences a double levy failure.
- 9
- 10          d.       Student aide time will be based upon actual body count.
- 11
- 12          e.       The time of day at which aide time is provided will be established by administration
- 13               according to the building schedule. All aide time will be scheduled in one hour minimum
- 14               blocks and no teacher will have more than two aides working with them.
- 15

- 16 5. **Procedures:** If the employee, Association Representative, principal and Superintendent agree on a
- 17 solution that is within the authority of the Superintendent, the solution shall be implemented.
- 18

19 If no agreement is reached within ten (10) consecutive days of overload or, if the solution agreed upon

20 by the employee, Association Representative, principal and Superintendent exceeds the

21 Superintendent's authority, the four shall meet with the Board in an attempt to reach agreement on a

22 solution.

23

- 24 6. **Compensation:** The decision of the Board shall be final, provided that the District shall provide
- 25 additional compensation for the employee so affected in the following manner:
- 26

27           a. **Elementary Employees:** If the overload affects an elementary employee K-5 teachers, the

28 pay shall be twelve dollars (\$12.00) per student day (one student for one full day). Teachers

29 (regular and specialists) who have part-time students enrolled in their class and exceeds the

30 maximum number of students allowed per class, will be paid \$2.00 for each hour that student is in

31 her/his class or the time the teacher spends making parent contact time.

32

33           b. **Elementary Specialist and Secondary Employees:** If the overload affects an elementary

34 specialist (music or P.E.) or secondary employee, the pay shall be two dollars (\$2.00) per

35 student hour.

36

37 Employees shall be paid from the sixth day of the overload.

38

39 The Superintendent shall routinely report all oversize classes to the Board, along with actions

40 that were taken to remedy the overload.

41

### 42 **Section C. Plan Time**

43

- 44 1. **Use:** All time which is not assigned for classroom contact time, extracurricular activities or other non-
- 45 classroom instructional duties shall be used by employees in preparation of classroom materials and/or
- 46 professional preparation and advancement.
- 47
- 48 2. **Elementary:** All elementary employees (K-5), including specialists, shall have scheduled no less than
- 49 two-hundred and twenty-five (225) minutes per week. Included as preparation time shall be all time
- 50 during which the employee's classes are receiving instruction from various specialists.
- 51

52 Elementary specialists prep time must be in a minimum of 30-minute blocks to be calculated as prep

1 time, and there will be no more than three consecutive classes without a break. If the prep time is a  
2 minimum of 15 minutes and adjacent to the 15/15 bar before or after school, then it can be considered  
3 as prep time.  
4

5 3. **Special Education Elementary Teachers:** All elementary special education teachers (K-5) will  
6 receive up to 18 days of extra compensation at a per diem rate per school year to compensate for extra  
7 time required of special education teachers.  
8

9 4. **Secondary:** All secondary (6-12) employees, with exception of specialists in the area of ESL, Title,  
10 and Lap, shall have scheduled no less than fifty (50) minutes per day except for those days when it is a  
11 scheduled early release day. On those days, the periods will run according to the Early Release  
12 rotation schedule for grades 6-12. No employee shall have more than four (4) preparations per six (6)  
13 period teaching day. Compensation will be .25 hours per prep over four per day at per diem. A different  
14 prep is defined as either different grade levels and/or curriculum taught.  
15

16 5. **Secondary Special Education Teachers:** All secondary special education teachers (6-12) will receive  
17 either an extra prep period per day or up to 18 days of extra compensation at a per diem rate per  
18 school year to compensate for extra time required of special education teachers, as decided by the  
19 special committee. Every effort will be made to provide MS/HS Special Education teachers with first  
20 period prep to accommodate for morning meetings.  
21

22 5. **Loss of Preparation Time:** Employees shall not be asked to assume the responsibility for another  
23 employee's classes during his/her preparation time, except in unforeseen emergencies, or because of  
24 time limitations, arrangements for regular substitutes cannot be made. In the event the District  
25 experiences an emergency that would require the scheduling away of plan time the employee so  
26 affected shall be paid an additional stipend equal to a proration of the employee's base salary.  
27

28 Elementary Teachers on Special Assignment, Title teachers, school psychologist will receive per diem  
29 pay for substituting up to a maximum of four (4) hours per day. Every effort will be made to find a  
30 qualified substitute teacher before utilizing certificated staff within the building.  
31

32 Variations may occur to meet local building needs and situations, including staff meetings and  
33 alteration of the student day or schedule. In order to allow for flexibility in scheduling on half-days, each  
34 period will meet the same amount of time over the calendar year.  
35

36 7. **15/15 Bar:** This section is not to be computed as a part of the plan time defined above, but is to be  
37 used by employees as additional plan time, time for giving students extra assistance, conferences,  
38 consultations, faculty meetings, supervision and similar professional purposes. The following  
39 stipulations exist:  
40

41 a. Staff will be required to make mandatory meetings, such as faculty meetings, staff training, special  
42 education meetings, etc., but employees may subtract that same amount of time to attend those  
43 required meetings from the required 37 ½ hours per week (Monday through Friday).  
44

45 b. The other 150 minutes per week (M-F) allowed for student and/or parent meetings will be decided  
46 by the teacher. (For coaches and advisors, the 150 minutes per week cannot overlap their  
47 coaching/advising time.) Consequently, teachers will need to include this 150 minutes of allotted  
48 time into their weekly Monday – Friday schedules. In the case of coaches/advisors, they may change  
49 their flexible 150 minutes per week of conference time up to, and including, 3 times per year to  
50 accommodate their changing seasonal extra-curricular schedules. Teachers may change their  
51 flexible 150 minutes per week of conference time with approval from their principal and proper  
52 notification of students and parents.

1  
2 c. The teachers' scheduled time for 150 conference minutes per week must be posted on their  
3 classroom doors, in the principals' offices, sent home with students and to students' parents, and be  
4 posted on the district's website.

5  
6 d. All teachers must have posted, as a minimum, a 37 ½ hour work week. (The district still recognizes  
7 it has the right to require a 7 ¾ hour work day, as per contract)

8  
9 8. **Part Time Employees:** Part time employees shall be granted plan time proportionate to the amount of  
10 time they are employed.

11  
12 **Section D. Incidental Supplies and Materials**

13  
14 The District agrees to reasonable reimbursement of employees for the incidental classroom supplies and  
15 materials within sixty (60) days of purchase, upon presentation of receipts and subject to building principal  
16 approval. Prior approval of such purchases is desirable.

17  
18 **Section E. Student Discipline**

19  
20 1. **Policies:** The Board shall develop and maintain student discipline policies that establish general  
21 disciplinary rules and procedures.

22  
23 2. **Distribution of Disciplinary Plan:** No later than September 15, of each school year, the principal shall  
24 distribute to and review with employees, policies on student discipline. This review shall provide ample  
25 opportunity for discussion of federal and state laws concerning student discipline and employee's rights  
26 and responsibilities related hereto.

27  
28 3. **Employee/Principal Responsibility:**

29  
30 a. **Employee:** Every employee shall have the right and responsibility to maintain and be held  
31 accountable for student behavior consistent with a good educational atmosphere and in  
32 accordance with rules and regulations adopted by the State Board of Education, District policy,  
33 and the building's disciplinary plan.

34  
35 b. **Principal:** The Principal shall support and uphold employees in their efforts to maintain  
36 discipline in accordance with rules and regulations adopted by the State Board of Education,  
37 District policy, and the building's disciplinary plan.

38  
39 4. **Referrals:** Whenever employees make written referrals for discipline, special education, testing, or  
40 other reason, a copy of such referral shall be given to the principal. In cases of discipline, normally the  
41 response shall be given the same day. In cases of special education or other testing, the normal  
42 response shall be given within one (1) week, but in no event later than two (2) weeks.

43  
44  
45 **Section F. Non-Teaching Duties**

46  
47 1. Employees shall not be required to routinely perform non-instructional duties such as bus duty, hall  
48 duty and playground duty.

49  
50 2. The Parties agree that there are additional responsibilities of employees which may occur at times  
51 outside the usual workday. Requests by building administrators for employees to perform these  
52 additional responsibilities shall be made on a fair and equitable basis.

1  
2 Certain additional responsibilities shall be paid at the rates indicated in Appendix B and contracted on a  
3 supplemental contract.  
4

5 Any extra time worked after the contract day will be paid at per diem rate.  
6

### 7 **Section G. Grading**

8  
9 Employees have the exclusive right and responsibility to determine grades and other evaluations of  
10 students. Administrators may investigate grading and evaluations and concerns. No grade or evaluation  
11 shall be changed without the approval of the employee and the signature of the principal. No Board or  
12 administrative pressure shall be applied to any employee regarding grading or evaluation of students.  
13

### 14 **Section H. Grant Writing**

15  
16 Before a grant is written, the grant writer will ask for input from those teachers who may be affected. If the  
17 teachers involved do not approve of the grant, the grant writer may appeal to the superintendent. The  
18 superintendent, after reviewing the grant, written comments by the grant writer, teachers being affected and  
19 the Building Administration's recommendation, will make the final decision as to whether or not to pursue the  
20 grant.  
21

22 **Section I. School Psychologist:** The School Psychologist shall be recognized as an Educational Staff  
23 Associate (ESA) by the School District.

- 24 a. Caseload: Psychologist's caseload may consist of one or more sites within the district and may  
25 be comprised of any combination of General Education student caseloads up to 1100. For every  
26 additional 100 students the Psychologist shall receive an additional \$500 paid on a supplemental  
27 contract.  
28 b. Contracted Day: Psychologist's work day shall be commensurate with Article VIII, Section E.,  
29 Work Day.  
30 c. Meeting Attendance: Evaluation meetings are mandatory for the School Psychologist. Every  
31 effort will be made to avoid scheduling an evaluation meeting before school as well as, after school  
32 on the same day. If the School Psychologist is required to attend two evaluation meetings in one  
33 day, per diem rate will be paid for any time over the contracted 7.5 hours worked.  
34

## 35 **ARTICLE VII. LEAVES**

### 36 **Section A. Illness, Injury and Emergency Leave**

- 37  
38  
39 1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited with  
40 twelve days of Illness, Injury, and Emergency Leave, which shall be referred to hereafter as "sick  
41 leave." Employees who are less than full time shall receive a prorated portion of such leave. Unused  
42 sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave  
43 balance will be made known to him/her on each paycheck stub. Sick Leave earned but unused in all  
44 school districts within the State of Washington shall be credited to the employee's sick leave account  
45 upon employment.  
46  
47 a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee  
48 when the employee is unable to perform duties because of sickness of body or mind.  
49  
50 b. **Maternity:** The District shall grant sick leave for pregnancy, child birth and related temporary  
51 disability to employees, to the extent the employee's physician certifies the employee's  
52 temporary disability.

1  
2 Employees requesting maternity leave shall notify the District as early as possible prior to the  
3 beginning of the leave and shall indicate the expected date of return at the time the leave is  
4 requested. Employees shall advise the District of the exact date of return as soon as that date  
5 is known to the employee.  
6

7 An employee on family leave whose sick leave has exhausted shall continue to receive from  
8 the District their full share of FTE insurance benefits provided they have a contractual  
9 relationship with the District.  
10

11 c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within  
12 the immediate family of the employee. For purposes of this provision, immediate family shall  
13 mean spouse, parent, child, grandchild, grandparent, sibling, or those of the employee's  
14 spouse, or a person living in the same household as the employee. Special consideration will  
15 be given by the administration.  
16

17 d. **Emergency:** The District shall grant sick leave to employees in the event the employee has  
18 an emergency, defined as a problem that has been suddenly precipitated or is unplanned; or  
19 where pre-planning could not relieve the necessity for the employee's absence.  
20

21 2. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more  
22 sick leave is required by the employee pursuant to the provisions set out above, the employee may  
23 request and the District shall grant a leave without pay for the period of time needed to return to work  
24 or the end of the school year, whichever is sooner. The employee shall advise the District of the  
25 expected duration of the leave at the time of request for the leave.  
26

27 3. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an  
28 accumulation of sixty (60) days at a ratio of one full day's pay for each four days of accumulated  
29 unused sick leave (accumulated in the previous calendar year), in January of each year following any  
30 year in which a minimum of sixty (60) days of sick leave are accumulated. The employee's sick leave  
31 accumulation shall be reduced four (4) days for each day compensated.  
32

33 4. **Death or Retirement Sick Leave Buy-Back Option:** At the time of separation from District  
34 employment due to retirement (as recognized by the Washington State Teacher's Retirement System,  
35 whether or not the employee was a participating member of the system) or death, an employee or  
36 his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-  
37 hundred-eighty (180) days at a rate equal to one day's per diem pay for each four full days accrued  
38 leave for illness or injury.  
39

40 The monies paid pursuant to this provision shall not be included for the purpose of computing a  
41 retirement allowance under any public retirement system in the State, and shall be in accordance with  
42 the rules and regulations of the Superintendent of Public Instruction.  
43  
44  
45

## 46 **Section B. Professional Leave**

47

48 1. **Purpose:** Employees may be granted professional leave by the District for the purpose of representing  
49 the District at professional meetings, tests related to certification if required for current teaching  
50 assignment and/or requested by the district, and activities including curriculum and in-service meetings  
51 and testifying before legislative committees involving education matters where the purpose of such  
52 meetings and activities is to improve the professional qualifications of the employee, to enhance the



1 educational program of the District, or to benefit the educational community generally.

- 2
- 3 2. **Approval:** District approval must be obtained prior to attending any such meeting. Employees  
4 requesting permission to attend professional meetings under this section shall submit written request  
5 through the employee's building principal. Such attendance shall be without loss of pay and the  
6 District shall reimburse the employee for reasonable expenses in accordance with the District policy  
7 and upon prompt submission of expense vouchers.
- 8
- 9 3. **Classroom Visitations:** Release time for classroom visitation may be granted but must be arranged  
10 with the principal and approved by the Building Principal.

11

12 **Section C. Court Appearance Leave**

13

14 The District shall grant Court Appearance Leave as follows:

- 15
- 16 1. **Jury Duty:** Employees who are called to serve on a jury.
- 17
- 18 2. **Subpoenas:** Employees who are subpoenaed to testify in court as a party to an action against the  
19 District or a defendant in a criminal action.

20

21 **Section D. Long Term Leave of Absence**

22

23 The District may grant any employee an unpaid long-term leave of absence for up to one year for advanced  
24 study, travel, medical, other employment or other mutually agreed to reason(s). Employees granted such a  
25 leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting),  
26 shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary  
27 schedule for the period of the leave. Upon return from such leave, the employee shall be entitled to the  
28 same position or a position substantially equivalent to the position held prior to the leave. Once granted,  
29 such leave may be renewed annually upon request of the employee with the agreement of the District.

30

31 **Section E. Personal Leave**

32

33 The District shall grant employees three (3) days of personal leave with pay each year, but. Personal days  
34 may be rolled over with a maximum of six (6) personal days accumulated. Notice of intended use of such  
35 leave shall be given by employees at least five (5) working days in advance of the leave and shall not be  
36 granted leave during the last five (5) working days before the school year ends without permission from the  
37 superintendent. In June of each year, certified staff may sell one unused personal day at the district's  
38 substitute rate for that year. This leave provision shall be suspended for the year following a double levy  
39 failure.

40

41 **Section F. Association Leave**

42

43 The President of the Association and/or the duly designated appointee shall be provided up to ten (10)  
44 days of leave per year, non-accumulative, to participate in area, regional, state and national organizational  
45 meetings and conferences and to attend Association business. Such leave shall be with pay, less actual  
46 substitute costs incurred. The Association may compensate the employee for such amounts as deducted.

47

48 Requests for any leave provided in this section must be made in writing to the Superintendent at least five  
49 (5) days before the leave is to be taken and is contingent upon availability of qualified substitutes. An  
50 employee requesting such leave shall prepare and provide the substitute with adequate lesson plans and  
51 instructions. No more than four (4) employees shall be permitted to be absent from the District at any one  
52 time on Association leave.

1  
2 **Section G. Child Rearing Leave**  
3

4 The District may grant unpaid child rearing leave of up to one year to any employee for the purpose of  
5 rearing a natural or adopted child. In the event of adoption, such leave may not include time for court legal  
6 procedures, home study and evaluation, and required home visitations by the adoption agent not possible  
7 to schedule outside of the regular working hours. An employee returning from such leave shall be placed  
8 in the position last held or in a similar position in the District.  
9

10 **Section H. Bereavement Leave**  
11

12 The District shall grant employees up to five days with pay per occurrence for death in the immediate family  
13 of employees which includes step-children. The District shall grant employees one day of bereavement  
14 leave in cases of bereavement involving friends, students or colleagues. Additional bereavement shall be  
15 granted as emergency leave.  
16

17 **Section I. Family Leave (Family and Medical Leave Act of 1993)**  
18

- 19 1. **Eligibility:** Any employee employed for one (1) year shall be eligible for Family Leave.  
20  
21 2. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month  
22 period for any of the following reasons:  
23  
24 a. to care for the employee's child after birth, or placement for adoption or foster care;  
25  
26 b. to care for the employee's spouse, child, or parent who has a serious health condition; or  
27  
28 c. for a serious health condition of the employee.  
29  
30 3. **Notification:** The employee shall provide the District thirty (30) days advance notice of his/her intent to  
31 use Family Leave when the need for the leave is foreseeable.  
32  
33 4. **Job Benefits and Protection:** The District shall insure the following provisions:  
34  
35 a. maintain the employee's full health plan during the duration of Family Leave,  
36  
37 b. grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on  
38 unpaid Medical Leave,  
39  
40 c. grant the employee his/her previous position or an equivalent position upon return from Family  
41 Leave; and  
42  
43 d. maintain any employee equivalent benefits and salary that accrued prior to the start of Family  
44 Leave.  
45  
46 5. For further details see Board Policy 5323.  
47

48 **ARTICLE VIII. FISCAL MATTERS**  
49

50 **Section A. Salary:**  
51

- 52 1. **Salary Schedules:** The Employee Salary Schedule shall be the table of Base Salaries for Certified

1 Instructional Staff (CIS) which is annexed as Appendix "A". The employee Supplemental Pay schedule  
2 is annexed as Appendix "B".  
3

4 The salary schedule (Appendix A) will be increased by an additional 1% in the 2020-2021 school year  
5 and 0.5% in the 2021-2022 school year. Any additional funding provided by the state for CIS will be  
6 renegotiated on a yearly basis.  
7

8 **2. Initial Placement:**

9  
10 a. **Placement General:** All employees shall be placed on the table of Base Salaries for  
11 Certificated Instructional Staff (CIS).  
12

13 b. **Required Certificates:** All employees shall have on file in the DISTRICT Office a valid  
14 Washington State teaching certificate and/or endorsement(s), a complete set of transcripts, and a  
15 valid health certificate as required by law. All certificates and endorsement(s), or suitable proof or  
16 qualification therefore, shall be presented to the Superintendent prior to, but no later than the  
17 commencement of the school year.  
18

19 c. **Education and Experience Credit:** For each employee, placement in the appropriate column  
20 for education and experience credit shall be determined by and in accordance with the Base  
21 Salaries for CIS Table.  
22

23 3. **Increments:** Increment steps for experience and advanced education shall be granted September 1,  
24 of each year.  
25

26 4. **Payment:** Pay warrants for each month shall be issued on the last business day of the county.  
27

28 5. **Advancement:** The Base Salaries for CIS Table. shall serve as determiner for advancement on the  
29 salary schedule. If such education and experience credits are funded by SAM to the District they shall  
30 be accepted and paid locally. If such education and experience credits are not funded by Base  
31 Salaries for CIS Table. they shall not be accepted and paid locally.  
32

33 6. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be brought  
34 to the attention of the employee as soon as discovered. In the event the District has made an over  
35 payment, the District and the employee shall work out a mutually agreeable plan for payback. In the  
36 event the District has underpaid, the deficit shall be made up immediately.  
37

38 7. **Date of Professional Credit:** Classification on the salary schedule is for the full contract year. After  
39 September 30th of each year, no changes in classification will be made until the following contract year.  
40 Notification of educational credits earned shall be by official transcript only. The District will offer clock  
41 hours, paid by the teachers, whenever possible.  
42

43 **Section B. Advanced Study Scholarship -- Annual Awards**

44  
45 1. The District will offer a minimum of 5 advanced study scholarships, which may also include testing fees  
46 associated with certification to selected employees.  
47

48 2. Employees in the District and who hold a continuing or standard certificated shall be eligible to  
49 apply.  
50

51 3. Selection of recipients shall be made by an ad hoc scholarship committee appointed by the  
52 Superintendent.

- 1  
2 4. The payment of the scholarship stipend will be made upon submission of a transcript or similar  
3 evidence that the study or test has been completed.  
4  
5 5. The District shall establish a minimum advance study scholarship fund for this provision in the amount  
6 of \$3,000 per school year.  
7

8 **Section C. Insurance Benefits**  
9

- 10 1. **Contribution**: Up to December 31, 2019 the District shall provide the maximum insurance contribution  
11 funded by the State on a pooled basis. The monthly premium shall be used to provide the approved  
12 medical and dental plans. Beginning January 1, 2020 Section C, items 1-7 language will sunset being  
13 replaced by item 8: SEBB Program Benefits.  
14  
15 2. **Part Time Employees**: Part time employees shall receive a pro rata share, based on their percentage  
16 of FTE.  
17  
18 3. **Insurance Pooling**: The intent of the parties is to provide the maximum insurance contribution funded  
19 by law to the employee pool, to be distributed among members of the bargaining unit. To gain  
20 maximum utilization of the total insurance contribution provided by the State for employees covered by  
21 this agreement, the District agrees that it will contribute the maximum funded to an insurance pool to be  
22 distributed among employees on a fair share basis, to those who do not generate sufficient monies to  
23 cover the full cost of medical coverage.  
24  
25 4. **Review**: To gain maximum utilization of the insurance appropriation for the employees covered by this  
26 Agreement, the District agrees that an analysis of employee insurance plan enrollment and premiums  
27 will be made on October and July of each school year.  
28  
29 5. **Additional Options**: Any unused fringe benefit monies will be accumulated in a pool which shall be  
30 used on a monthly basis to reduce payroll deductions for bargaining unit members. Any unused  
31 monies shall remain in the pool to purchase additional benefits or to be applied to the subsequent  
32 year's pool.  
33  
34 6. **Double Coverage Bar**: The District contribution toward insurance benefits does not provide funds for  
35 double coverage of medical benefits for husband/wife/children where both are employed by the District;  
36 therefore, if a certificated husband and wife from this District choose to have double medical coverage  
37 for themselves and/or children, they will be expected to pay the difference in premium.  
38  
39 7. **Dental and Vision Insurance**: The premiums for these plans shall be deducted first from the above  
40 stated insurance contribution.  
41  
42 8. **SEBB Program Benefits**: Beginning January 1, 2020 insurance benefits will be provided through the  
43 School Employees Benefits Board (SEBB) and administered through the Health Care Authority (HCA).  
44 a. Any certificated employee who is anticipated to work 630 hours will be eligible for  
45 benefits.  
46 b. Spouses of certificated employees, state-registered domestic partners, children up to  
47 age 26, children with disabilities, and extended dependents are eligible for benefit  
48 coverage.  
49 c. Pooling will occur at the state level.

50 **Section D. Work Year**  
51

52 The length of the regular certificated employee contract shall be one hundred eighty (180) Basic Education

1 Days.

2  
3 **Section E. Work Day**  
4

- 5 1. Employees cannot be required to be in their respective school and duty station more than thirty (30)  
6 minutes before the pupil day begins and more than thirty (30) minutes after the normal pupil day ends.  
7 Employees may be assigned appropriate starting and dismissal times, providing their workday shall not  
8 be longer than seven and three-quarter (7 3/4) hours. All employees will be provided with a thirty (30)  
9 minute, duty free lunch period.
- 10 2. All full time classroom employee's pupil contact hours shall be sufficient to meet state law and  
11 regulations. Classroom contact hours shall be exclusive of the time required to be spent for  
12 preparation, conferences, staff meetings, or any other non-classroom instructional duties. Classroom  
13 employees employed less than full time shall have a proportionate amount of pupil contact time.  
14

15 **Section F. Individual Employee Contracts**  
16

- 17 1. **Individual Contract**: Individual employee contracts or employment agreements shall be on a standard  
18 form contract conforming to state laws and regulations.  
19
- 20 2. **Supplemental Contracts**: All individual employee supplemental contracts shall define the nature of the  
21 duties to be performed by the employee under such contract.  
22
- 23 3. **Extended Service Contracts**: The following regular extended service contracts shall be calculated on  
24 the basis of each employee's base salary divided by one hundred eighty (180) and the resultant daily  
25 rate multiplied by the total number of additional days required under the extended service contract;  
26 provided however, this provision shall not preclude the District from entering into contracts for special  
27 projects which are not deemed regular extended service contracts.  
28
- 29 a. Employees shall be granted two (2) days with pay. Said days shall be scheduled prior to  
30 classes beginning in the fall. During those two days prior to the start of school, no more than  
31 one (1) day total will be used for District meetings. Teachers will have a minimum of one day  
32 for preparation of students and classrooms, which will be paid on a supplemental contract.  
33
- 34 b. Employees shall be granted four (4) **TRI** (time/responsibility/incentive) days with pay at per  
35 diem and paid over twelve equal payments. One half-day (0.5) will be District-directed for Safe  
36 Schools training completion. Three and half (3.5) days shall be employee directed and deemed  
37 done. Staff will make every effort to attend events outside of the school day such as  
38 orientations, back to school nights, family curriculum nights, etc., suggested events will include  
39 only events that existed from the 2018-2019 school year.  
40
- 41 c. Employees shall receive their per diem rate of pay for parent/teacher conferences held outside  
42 of the employee's work day as defined in Section E. Work Day.  
43
- 44 d. Employees shall receive three (3) professional development days in 2019-2020 and beyond,  
45 District-directed with staff input. These days will be paid at per diem.  
46
- 47 4. **Release Time**: Employees shall receive one-half day release time at the end of the first, second, third  
48 and fourth quarter as preparation for report cards with grades due no earlier than eight o'clock a.m. the  
49 following business day for grade 6-12 teachers.  
50
- 51 5. **Room Transfers**: The district recognizes that when a teacher is required to move from one classroom  
52 to another classroom additional time is needed by the teacher to get the new classroom ready for the

1 first day of school. Therefore, the District will pay for the two (2) days, at per diem rate, when a Building  
2 Principal requires a teacher to move from one classroom to another classroom.

3  
4 **Section G. Calendar**

5  
6 The Board shall establish the calendar annually after considering input from the Association, which  
7 calendar shall conform to the following principles:

- 8  
9 1. The employee work year shall begin no earlier than the Monday before Labor Day.  
10 2. The first three (3) student weeks shall consist of any combination of three (3) days, four (4) days or five  
11 (5) days.  
12 3. Winter break shall include, as a minimum, December 23 through January 1.  
13 4. Spring break shall be in March or April with five consecutive days (Monday through Friday).

14  
15 **Section H. Attendance at Meetings and Conferences**

16  
17 Employees who attend approved curriculum conferences and professional meetings shall be entitled to  
18 reimbursement for travel expenses, registration fees, meals, lodging, and necessary expenses in  
19 accordance with District policy. Requests for approval shall be submitted to the Superintendent through  
20 the employee's supervisor. The employee shall suffer no loss of pay.

21  
22 **Section I. Travel Reimbursement:**

23  
24 An employee shall receive travel reimbursement equal to that amount paid by the State to State employees  
25 (See Board Policy 5341, as of 5-19-93).

26  
27 **Section J. Extracurricular Employment:**

- 28  
29 1. **Stipend:** Employees who are offered extracurricular employment shall be paid stipends as set out in  
30 the Employee Salary Schedule, which is attached to and made a part of this Agreement as Appendix A.  
31 All stipends will be listed in the OEA contract.  
32  
33 2. **Contract and Job Description:** The District shall issue a Supplemental Contract for each such job  
34 offered and accepted, and shall attach a detailed Job Description with each such Supplemental  
35 Contract.  
36  
37 3. **Extra Compensation:** In the event an employee is required to perform work that is not normally a part  
38 of his/her extracurricular job description, he/she shall be compensated at per diem for such work.  
39  
40 4. **Removal of Contract Offer:** In the event the District determines not to re-offer a supplemental contract  
41 to an employee, it shall advise the employee in writing, with reasons, prior to the last contract day of  
42 the school year.  
43  
44 5. **Not a Condition of Employment:** Neither a determination by the District to offer or not to offer  
45 supplemental contract employment to an employee, nor an agreement by an employee to accept or not  
46 accept supplemental contract employment shall be made a condition of continuous or future  
47 employment with the District pursuant to RCW 28A.405.240.  
48

49 **Section K. Elementary and Secondary Parent-Teacher Conferences:**

50 Per diem rate for Elementary classroom teachers to conduct parent-teacher conferences will be twenty-five  
51 (25) minutes per student, times the number of students in class, minus the total number of minutes allowed  
52 for conference time.

1  
2 Secondary spring NAV 101 parent-teacher-student conferences shall be allowed 25 minutes per  
3 conference.  
4

5 **Section L. Early Notification of Resignation/Retirement**

6 Employees who give early resignation/retirement notification will be eligible for the following compensation.  
7 Compensation for notification prior to the January School Board meeting will be equal to 4 days per diem.  
8 Compensation for notification prior to the February School Board meeting will be equal to 3 days per diem.  
9 Compensation for notification prior to the March School Board meeting will be equal to 2 days per diem.  
10 This time must be time sheeted for non-work hours and closeout responsibilities. **(Use notification form,**  
11 **Appendix C)**  
12

13 **Section M. Employee Release from Contract**

- 14
- 15 1. Employees who are contemplating leaving the district for the following school year will notify their
  - 16 building principal by April 1.
  - 17 2. When an employee resigns a position (by not signing a contract or by writing a letter of resignation
  - 18 after signing a contract) the district will advertise the vacancy in and out of the district at the same
  - 19 time.
  - 20 3. The school board will allow certified employees to break signed contracts up to, and including, two
  - 21 weeks after the last day of school.
  - 22 4. After two weeks after the last day of school, the school board will only break a signed, certified
  - 23 contract when the administration has a recommendation to the board to hire a candidate who has
  - 24 the same of better attributes and abilities as the employee wishing to leave.  
25

26 **ARTICLE IX. GRIEVANCE PROCEDURE**

27  
28 **Section A. Definitions:**

- 29
- 30 1. "**Grievant**" shall mean a bargaining unit member or group of bargaining unit members or the
  - 31 Association.
  - 32 2. "**Grievance**" shall mean a claim or complaint by a grievant that:  
33  
34 a. there has been a violation, misinterpretation or misapplication of the terms or provisions of any
  - 35 terms or provisions of this Agreement or of any rules, order, policy, regulation or practice of the
  - 36 employer;
  - 37 b. an employee has been treated inequitably; or
  - 38 c. there exists a condition which jeopardizes employee health or safety.
  - 39
  - 40 3. "**Days**" shall mean employee work days. After the last day of school and before commencement of the
  - 41 new term, days shall mean calendar work days.  
42  
43  
44  
45

46 **Section B. Time Limits:**

47  
48 If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be  
49 further pursued and will be resolved according to the last formal response. In the event the District or its  
50 agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified  
51 time limits shall be strictly observed but may be extended by mutual concurrence of the parties.  
52

1 **Section C. Rights to Representation:**

- 2
- 3 1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance
- 4 procedure.
- 5
- 6 2. In the event a grievant elects to file and proceed without Association representation, he/she may do so
- 7 through the first two steps of the procedure only, provided that the Association is present at every
- 8 meeting or conference in order to protect its contract rights, and further provided that copies of the
- 9 grievance, appeals and responses are given to the President in a timely fashion.
- 10
- 11 3. No grievance may be processed with a grievant having representation other than him/her self or the
- 12 Association.
- 13

14 **Section D. Individual Rights:**

15

16 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to

17 discuss the matter through administrative channels and to have the problem adjusted without the

18 intervention of the Association, as long as the Association is notified in writing of the disposition of the

19 matter and such disposition is not inconsistent with the terms of this Agreement.

20

21 **Section E. Procedure:**

22

23 Grievances shall be processed in the following manner:

24

25 **STEP 1. Supervisor:** The Parties encourage employees and their supervisors to attempt to resolve

26 problems through free and informal communications prior to filing formal grievances.

27

28 Within fifteen (15) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal

29 grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference

30 between him/her self, the grievant and the Association Representative to take place within five days after

31 receipt of the grievance. The supervisor shall provide the grievant and the Association with a written

32 answer to the grievance within five days after the meeting. Such answer shall include all reasons upon

33 which the decision was based.

34

35 **STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or

36 if no decision has been rendered within the time line, the grievance may be appealed to the

37 Superintendent, provided it is done within 5 days at the end of Step 1. The Superintendent shall arrange

38 for a hearing with him/her self, the grievant, the first level supervisor and the Association Representative, to

39 take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the

40 right to include in the representation such witnesses they deem necessary to develop the facts pertinent to

41 the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her

42 written decision, together with the reasons for the decision to the grievant and the Association.

43

44 **STEP 3. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2, or if no

45 disposition has been made within the time-line, the Association may submit a Demand for Arbitration to the

46 American Arbitration Association (AAA), along with a copy to the Superintendent, provided it is done within

47 30 days of receiving the Superintendent's decision in Step 2. The arbitration shall be controlled by the

48 Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by

49 AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to

50 assert in such arbitration any ground not previously disclosed to the other party.

51

52 The arbitrator shall have complete authority to make any decision and provide any remedy appropriate



1 except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's  
2 action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for  
3 any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both  
4 parties agree to be bound by the award of the arbitrator.  
5

6 The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and  
7 subsistence expenses and the cost of any hearing room, will be borne equally by the Parties; all other costs  
8 will be borne by the party incurring them, except that where the arbitrator finds that the position of one party  
9 is an intentional breach of contract, the arbitrator may require that party to pay all expenses.  
10

11 **Section F. Expedited Grievance Procedure (Optional):**  
12

- 13 1. By mutual agreement of the Parties the Association may submit a grievance via the expedited  
14 grievance procedure outline as follows:  
15
- 16 a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within  
17 five days after submission, the Superintendent or his/her designee shall schedule a meeting  
18 with the Association in an effort to resolve the dispute.  
19
  - 20 b. If the grievance is not resolved to the Association's satisfaction, or if the time-line has not been  
21 met, the Association may appeal the grievance to the AAA in accordance with its rules of  
22 expedited arbitration, provided it is done within 30 days after the meeting referred to in part  
23 "a."  
24
  - 25 c. Neither the employer nor the Association shall be permitted to assert in such arbitration  
26 preceding any ground not previously disclosed to the other party.  
27

28 The arbitrator shall have complete authority to make any decision and provide any remedy appropriate  
29 except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's  
30 action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for  
31 any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment.  
32

- 33 2. The fees and expenses of the arbitrator shall be shared equally by the parties, except that where the  
34 arbitrator finds an intentional breach of contract, the arbitrator may require that party to pay all  
35 expenses.  
36

37 **Section G. Miscellaneous Conditions:**  
38

- 39 1. **Contract Expiration:** Notwithstanding the expiration of this Agreement, any claim or grievance arising  
40 thereunder may be processed through the grievance procedure until resolution.  
41
- 42 2. **No Reprisals:** No reprisals of any kind will be taken by the District or its agents against any employee  
43 because of his/her participation in this grievance procedure.  
44
- 45 3. **Cooperation of the Parties:** The Parties will cooperate in their investigation of any grievance; and will  
46 furnish such information as is requested for the processing of any grievance.  
47

48 For the purpose of assisting an employee or the Association in the prosecution or defense of any  
49 contractual, administrative, or legal proceeding, including, but not limited to grievances, the District  
50 shall permit an employee and/or an Association representative access to and the right to inspect and  
51 acquire copies of his/her personnel file and any other files or records of the District which pertain to the  
52 affected employee or any issue in the proceeding in question.

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4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.
5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.
7. **Association Grievances:** If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

#### **Section H. Adverse Action**

The Parties agree that there shall be no strike or other economic action by the employees covered by this Agreement or by the Association, nor shall there be any lockout or other economic action by the District, while this Agreement is in effect, over any dispute which arises out of the interpretation or application of this Agreement, or an alleged violation of the terms of this Agreement.

1  
2  
3 **ARTICLE X. TERM AND RATIFICATION**  
4

5 **Section A. Effective Dates**

6 This Agreement shall be effective as of September 1, 2019, and shall continue in effect until August 31,  
7 2022. During said period of time, this Agreement shall be binding upon the District, the Association and all  
8 employees who are represented by the Association as their bargaining agent. Salary shall accrue  
9 beginning with the effective date of the individual contracts and adjusted as soon as salary data is  
10 available. Insurance benefits shall accrue as of the effective date of the individual contracts.

11 **Section B. Openers**

- 12
- 13 1. The parties acknowledge that the understandings and agreements arrived at by the parties with respect  
14 to wages, hours, terms and conditions of employment are set forth in this Agreement. Modifications of  
15 this agreement, matters of common concern, wages, hours and terms and conditions of employment  
16 may be subject to negotiation during the term of this agreement only upon request and by mutual  
17 agreement of both parties.
  - 18
  - 19 2. In the event the Washington State Legislature passes legislation that impacts specific provision(s) of  
20 this Agreement, said provision(s) shall be reopened for negotiations during the second (2nd) and third  
21 (3rd) years of the Agreement.
- 22

23 **Section C. Simultaneous Exchange**

24

25 This agreement shall continue in effect during the entire term of this agreement. The parties agree to  
26 commence negotiations on a successor agreement during the last year of the contract by July 1<sup>st</sup>. During  
27 the first negotiations meeting, the Board and Association will simultaneously exchange proposals. New  
28 proposals will not be added unless mutually agreed.

29

30 Executed this 28th day of August, 2019, at Okanogan, Okanogan County, Washington, by the undersigned  
31 officers by the authority and on behalf of the Board of Directors of Okanogan School District #105 and  
32 Okanogan Education Association.

33

34

35

36

37 BY:   
38 Superintendent, OKANOGAN SCHOOL DISTRICT

39

40

41

42

43

44 BY:   
45 Negotiations Chairperson, OKANOGAN EDUCATION ASSOCIATION

46

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52

1 APPENDIX A



Base Salaries For Certificated Instructional Staff  
For School Year 2019-20 for

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	43,409	44,108	45,793	47,011	50,917	53,433	52,040	55,947	58,465
1	43,995	44,703	46,411	47,681	51,628	54,130	52,620	56,566	59,067
2	44,551	45,263	46,991	48,360	52,296	54,824	53,201	57,136	59,666
3	45,124	45,845	47,590	49,003	52,931	55,520	53,754	57,678	60,269
4	45,689	46,431	48,214	49,674	53,626	56,233	54,333	58,283	60,894
5	47,750	48,258	48,766	50,355	54,292	56,952	54,921	58,859	61,519
6	48,227	48,814	49,404	51,045	54,963	57,637	55,524	59,443	62,115
7	48,706	49,530	50,355	52,218	56,194	58,880	56,653	60,627	63,378
8	49,270	50,147	52,149	53,997	58,027	60,875	58,430	62,460	65,309
9		52,441	53,879	55,793	59,918	62,864	60,226	64,352	67,298
10			55,629	57,684	61,863	64,907	62,117	66,296	69,339
11				59,628	63,897	67,004	64,061	68,331	71,436
12				61,510	65,987	69,186	66,083	70,421	73,620
13					68,129	71,423	68,175	72,563	75,856
14					70,280	73,744	70,328	74,856	78,177
15					72,110	75,663	72,156	76,801	80,209
16 or more					73,552	77,174	73,599	78,337	81,814

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1 APPENDIX B



Base Salaries For Certificated Instructional Staff  
For School Year 2019-20 for  
Supplemental Days

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	2,170	2,205	2,290	2,351	2,546	2,672	2,602	2,797	2,923
1	2,200	2,235	2,321	2,384	2,581	2,706	2,631	2,828	2,953
2	2,228	2,263	2,350	2,418	2,615	2,741	2,660	2,857	2,983
3	2,256	2,292	2,379	2,450	2,647	2,776	2,688	2,884	3,013
4	2,284	2,322	2,411	2,484	2,681	2,812	2,717	2,914	3,045
5	2,388	2,413	2,438	2,518	2,715	2,848	2,746	2,943	3,076
6	2,411	2,441	2,470	2,552	2,748	2,882	2,776	2,972	3,106
7	2,435	2,476	2,518	2,611	2,810	2,944	2,833	3,031	3,169
8	2,464	2,507	2,607	2,700	2,901	3,044	2,922	3,123	3,265
9		2,622	2,694	2,790	2,996	3,143	3,011	3,218	3,365
10			2,781	2,884	3,093	3,245	3,106	3,315	3,467
11				2,981	3,195	3,350	3,203	3,417	3,572
12				3,076	3,299	3,459	3,304	3,521	3,681
13					3,406	3,571	3,409	3,628	3,793
14					3,514	3,687	3,516	3,743	3,909
15					3,606	3,783	3,608	3,840	4,010
16 or more					3,678	3,859	3,680	3,917	4,091

2  
3

1 APPENDIX C.

2 EXTRA CURRICULAR SALARY SCHEDULE

3

4 POSITION	5 STEP I (1-4 Yrs.)	6 STEP II (5-8 Yrs.)	7 STEP III (9-12 Yrs.)	8 STEP IV (13-15 Yrs.)
9 BAND/CHORAL DIRECTOR	.10	.11	.12	.13
10 SENIOR CLASS ADVISOR	.005	.01	.015	.02
11 JR CLASS ADVISOR	.01	.02	.03	.04
12 +CAMP PROGRESS	.04	.05	.06	.07
13 HS ASB	.10	.11	.12	.13
14 MS ASB	.035	.045	.055	.065
15 GRADUATION ADVISOR	.02	.03	.04	.05

16 **9<sup>th</sup> and 10<sup>th</sup> grade class advisor will be paid a \$100.00 stipend per year.**

17 **Building Leadership Team:** Building Principals will advertise for six leadership positions at the elementary and six leadership positions at the MS/HS. Any interested, certificated staff, may express interest in fulfilling the position through a letter of interest. The Building Principal has discretion regarding placement of interested certificated staff on the Building Leadership Team. A stipend will be paid to each of the positions for completing work such as curriculum/advisory planning, attending trainings and/or meetings related to leadership work, planning staff professional development, working with staff and building principals to benefit students of the district.

18 **ELEMENTARY MUSIC SPECIALIST will be paid four hours per concert at a per diem rate of pay.**

19 **The FFA advisor will be provided up to 40 extended working days, paid at per diem rate, with revenue derived from the Career and Technical Education (CTE) Budget to pay for 20 days and 20 days to be paid as a stipend on a contract.**

- 20
- 21 **High School Counselor: 5-10 days**
  - 22 **Elementary School Counselor: 3-6 days**
  - 23 **School Psychologist: 18 days**
  - 24 **Library Media Specialist: 2 days**
  - 25 **Business CTE: up to 10 days**
  - 26 **Art CTE : up to 10 days**
  - 27 **Woodshop CTE: up to 10 days**

- 28
- 29 **1) CTE extended day contracts will be paid out of CTE funds unless otherwise specified above.**
  - 30 **2) All CTE days have to be recorded by the CTE teacher and then approved by the High School Principal or CTE Director before payment can be issued.**

31 **+When a sixth grade teacher signs a teaching contract, the contract must include being a Camp Progress Advisor.**

1  
2 **APPENDIX D. GRIEVANCE REPORT FORM**  
3

4 This form is to be utilized in initiating a grievance pursuant to the grievance procedure. The completed, signed  
5 Grievance Report Form must be submitted in presenting a grievance at Step 1, 2 and 3. The form must be  
6 addressed and delivered to the appropriate administrative supervisor at Step 1 and to the Superintendent at Step 2  
7 and 3.  
8

9 TO: \_\_\_\_\_ Title \_\_\_\_\_  
10 Name

11 Grievant's Name \_\_\_\_\_ Address \_\_\_\_\_

12 Address \_\_\_\_\_ Home Phone \_\_\_\_\_

13  
14 Position (or Title) \_\_\_\_\_

15  
16 School \_\_\_\_\_ Department \_\_\_\_\_

17  
18 Consistent with the procedure for processing grievance, I have taken the following actions: (Indicate specifically by  
19 name and title who has officially reviewed the grievance to date.)  
20

21  
22 First Step \_\_\_\_\_  
23  
24  
25  
26

27 Second Step \_\_\_\_\_  
28  
29  
30

31 The nature of my grievance is (Indicate specifically where in the contract that you believe the administration is not  
32 following the contract and specifically how that part of the contract is not being followed)  
33

34  
35  
36  
37  
38

39 The relief I am seeking is: \_\_\_\_\_  
40  
41  
42  
43  
44

45  
46 Signature \_\_\_\_\_ Date \_\_\_\_\_  
47  
48

1 **APPENDIX E. SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF**  
2 **RESIGNATION/RETIREMENT**

3  
4 **SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF**  
5 **RESIGNATION/RETIREMENT**

6  
7  
8 **NAME** \_\_\_\_\_

9  
10 **LOCATION** \_\_\_\_\_

11  
12 **DATE OF REQUEST** \_\_\_\_\_

13  
14  
15 For the purpose of helping the district determine staffing levels for the following year, the district will pay the  
16 departing certificated staff member for early notification. Written notification of intent to resign or retire  
17 received in the district office by the following dates will be paid according to the following scale.

- 18  
19  
20 Prior to January School Board Meeting - four (4) days per diem, 31 hours  
21 Prior to February School Board Meeting - three (3) days per diem, 23.25 hours  
22 Prior to February School Board Meeting, - two (2) days per diem, 15.50 hours

23  
24 Documented additional hours worked equal to the incentive hours paid, (e.g. Closeout/transition work  
25 during non-contracted time; as described below.)

- 26  
27 1. Cleaning  
28 2. Collecting personal belongings  
29 3. Reviewing files  
30 4. Organizing teaching items for next teacher  
31 5. Other (please specify)

32  
33 Amounts payable in June after contract renewal date has passed.

34  
35  
36 \_\_\_\_\_  
Signature of Teacher Date

37  
38  
39 \_\_\_\_\_  
Signature of Principal/Supervisor Date

40  
41  
42 \_\_\_\_\_  
Signature of Superintendent Date



1 APPENDIX F. EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (SHORT  
FORM)

3  
4 OKANOGAN SCHOOL DISTRICT  
5 EDUCATIONAL SUPPORT STAFF EVALUATION REPORT

6  
7 Employee: \_\_\_\_\_ Assignment: \_\_\_\_\_

8  
9 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

10  
11 TYPE OF EVALUATION: Annual \_\_\_\_\_ Observation Date: \_\_\_\_\_

12  
13 This evaluation summary is the uniform document for reporting demonstrated levels of  
14 competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include  
15 specific recommendations for improvement.

16  
17 S=Satisfactory N/I=Needs Improvement U=Unsatisfactory  
18  
19  
20

PROFESSIONAL CHARACTERISTICS							
CRITERION	S	N/I	U		S	N/I	U
1. Specialized skill				4. Educational Leadership			
2. Professional Preparation/ Knowledge of Subject Matter				5. Parent-Community Involvement			
3. Special Environment							

21 COMMENTS

22  
23 It is my judgment, based upon adopted criteria, that this certificated employee's overall  
24 performance has been:

25 \_\_\_\_\_ Satisfactory (2), Needs Improvement (1), or Unsatisfactory (0)

26 COMMENTS OF EMPLOYEE

27 I have read the above evaluation summary. My signature does not necessarily indicate agreement.  
28

29  
30 \_\_\_\_\_  
Signature of Evaluator/Date

30  
31 \_\_\_\_\_  
Signature of Employee/Date

32 Evaluatee has the option to review for two working days before signing.

1 APPENDIX G. LIBRARIAN FINAL EVALUATION REPORT (SHORT FORM)

2  
3 OKANOGAN SCHOOL DISTRICT  
4 LIBRARIAN EVALUATION REPORT

5 Employee: \_\_\_\_\_ Assignment: \_\_\_\_\_

6 Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

7  
8  
9  
10 TYPE OF EVALUATION: Annual \_\_\_\_\_ Observation Date: \_\_\_\_\_

11  
12 This evaluation summary is the uniform document for reporting demonstrated levels of  
13 competence. Any criterion marked needs improvement (N/I) or unsatisfactory (U) must include  
14 specific recommendations for improvement.

15  
16 S=Satisfactory N/I=Needs Improvement U=Unsatisfactory

17  
18  
19

PROFESSIONAL CHARACTERISTICS							
CRITERION	S	N/I	U		S	N/I	U
1. Specialized skill				4. Educational Leadership			
2. Professional Preparation/ Knowledge of Specialized Field				5. Parent-Community Involvement			
3. Special Environment							

20 COMMENTS

21 It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been \_\_\_\_\_ Satisfactory (2), Needs Improvement (1), or Unsatisfactory (0)

COMMENTS OF EMPLOYEE

I have read the above evaluation summary. My signature does not necessarily indicate agreement.

\_\_\_\_\_  
Signature of Evaluator/Date

\_\_\_\_\_  
Signature of Employee/Date

Evaluatee has the option to review for two working days before signing

APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

Comprehensive Evaluation - Final Evaluation Report – Page 1

OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Criteria 1: Centering Instruction On High Expectations For Student Achievement	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning					
3a Communicating with Students					
3c Engaging Students In Learning					
Totals					
	3-4	5-6	7-10	11-12	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning/Prompts and Discussion					
4a Reflecting and Teaching					
Totals					
	2	3-4	5-6	7-8	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b Demonstrating Knowledge of Students					
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					
Totals					
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					
1c Setting Instructional Outcomes					

**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Comprehensive Evaluation - Final Evaluation Report – Page 2**

1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
Totals					
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Criteria 5: Fostering and Managing a Safe, Positive Learning Environment</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
Totals					
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
Totals					
	5-7	8-11	12-16	17-20	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

<b>Criteria 7: Communicating and Collaborating with Parents and the School Community</b>	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					
Totals					
	1	2	3	4	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Comprehensive Evaluation - Final Evaluation Report – Page 3**

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating in a Professional Community					
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					
Totals					
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

FINAL SUMMARY	Criteria Score
Criteria 1: Centering Instruction On High Expectations For Student Achievement	
Criteria 2: Demonstrating Effective Teaching Practices	
Criteria 3: Recognizing Individual Student Learning	
Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	
Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	
Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	
Criteria 7: Communicating and Collaborating with Parents and the School Community	
Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	
Total	
Preliminary Summative Rating:	
	Unsatisfactory 8-14
	Basic 15-21
	Proficient 22-28
	Distinguished 29-32
Preliminary Overall Rating	
Student Growth	
	3.1
	3.2
	6.1
	6.2
	8.1
	Total
	Low 5-12
	Average 13-17
	High 18-20
	Student Growth Rating

## APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

### Comprehensive Evaluation - Final Evaluation Report Page 4

#### Final Summative Rating

The result of the intersection between Preliminary Overall Rating and the Student Growth Rating

	Unsatisfactory	Basic	Proficient	Distinguished
High	Unsatisfactory/ Plan of Improvement	Basic	Proficient	Distinguished
Average	Unsatisfactory/ Plan of Improvement	Basic	Proficient	Distinguished
Low	Unsatisfactory/ Plan of Improvement	Basic	Proficient	Proficient

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
*Teacher name*

\_\_\_\_\_  
*Evaluator*                      *Date*                      *Teacher*                      *Date*

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

# APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

## Focus Evaluation - Criterion 1 Final Evaluation Report

### OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK TEACHER EVALUATION

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 3 or 6 \_\_\_\_\_

Criteria 1: Centering Instruction On High Expectations For Student Achievement	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b Establishing a Culture for Learning					
3a Communicating with Students					
3c Engaging Students in Learning					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
Totals					
	5-7	8-11	12-16	17-20	

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

Comment:

Student Growth	1	2			Total
	Low 2-3	Average 4-6	High 7-8	Student Growth Rating	

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_ Teacher \_\_\_\_\_ Date \_\_\_\_\_

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)

# APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

## Focus Evaluation - Criterion 2 Final Evaluation Report

### OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK TEACHER EVALUATION

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 3 or 6 \_\_\_\_\_

Criteria 2: Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b Using Questioning/Prompts and Discussion					
4a Reflecting and Teaching					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
Totals					
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Student Growth	1	2		Total
	0	0		0
	Low	Average	High	
	2-3	4-6	7-8	Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)



**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Focus Evaluation - Criterion 3 Final Evaluation Report**

**OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 3: 3

Criteria 3: Recognizing Individual Student Learning	Unsatisfactory: 1	Basic: 2	Proficient: 3	Distinguished: 4	
1b Demonstrating Knowledge of Student Learning					
3e Demonstrating Flexibility and Responsiveness					
3.1 Establish Student Growth Goal(s)					
3.2 Achievement of Student Growth Goal(s)					
Totals	0	0	0	0	0
	4-5	6-8	9-13	14-16	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Student Growth	3.1	3.2	Total
	0	0	0
	Low: 2-3	Average: 4-6	High: 7-8
	Student Growth Rating		

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Focus Evaluation - Criterion 4 Final Evaluation Report**

**OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 3 or 6 \_\_\_\_\_

Criteria 4: Providing Clear and Intentional Focus On Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a Demonstrating Knowledge of Content and Pedagogy					
1c Setting Instructional Outcomes					
1d Demonstrating Knowledge of Resources					
1e Designing Coherent Instruction					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	6-8	9-13	14-19	20-24	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Student Growth	1	2		Total
	0	0		0
	Low	Average	High	
	2-3	4-6	7-8	Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)

# APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

## Focus Evaluation - Criterion 5 Final Evaluation Report

### OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK TEACHER EVALUATION

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type: 3 or 6 \_\_\_\_\_

Criteria 5: Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a Creating an Environment of Respect and Rapport					
2c Managing Classroom Procedures					
2d Managing Student Behavior					
2e Organizing Physical Space					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
Totals					
	6-8	9-13	14-19	20-24	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Student Growth	1	2	3	4	Total
	Low 2-3	Average 4-6	High 7-8		Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)

# APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT

## Focus Evaluation - Criterion 6 Final Evaluation Report

### OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK TEACHER EVALUATION

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 6 6

Criteria 6: Using Multiple Student Data Elements To Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f Designing Student Assessments					
3d Using Assessment in Instruction					
4b Maintaining Accurate Records					
6.1 Establish Student Growth Goal(s)					
6.2 Achievement of Student Growth Goal(s)					
<b>Totals</b>	5-7	8-11	12-16	17-20	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

Comment:

Student Growth	6.1	6.2		Total
	Low 2-3	Average 4-6	High 7-8	Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)

**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Focus Evaluation - Criterion 7 Final Evaluation Report**

**OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one) Evaluation Observation

Student Growth Selection Type 3 or 6 \_\_\_\_\_

Criteria 7: Communicating and Collaborating with Parents and the School Community	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
<b>Totals</b>					
	3-4	5-6	7-10	11-12	
Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.					

**Comment:**

Student Growth	1	2		Total
	Low 2-3	Average 4-6	High 7-8	Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_  
Teacher name

\_\_\_\_\_  
Evaluator Date Teacher Date

*(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)*

**APPENDIX H - CLASSROOM TEACHER FINAL EVALUATION REPORT**

**Focus Evaluation - Criterion 8 Final Evaluation Report**

**OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK  
TEACHER EVALUATION**

Teacher: \_\_\_\_\_ Grd Level(s) \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date \_\_\_\_\_

Is this report an observation or evaluation? (circle one)      Evaluation    Observation

Student Growth Selection      Type 8      \_\_\_\_\_

Criteria 8: Exhibiting Collaborative And Collegial Practices Focused On Improving Instructional Practice And Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d Participating In a Professional Community					
4e Growing and Developing Professionally					
4f Showing Professionalism					
8.1 Establish Team Student Growth Goal(s)					
Totals					
	4-5	6-8	9-13	14-16	

Any check in the basic or unsatisfactory column requires a comment. A comment may be provided for proficient and distinguished.

**Comment:**

Student Growth	Low	Average	High	Total
	1	2-3	4	Student Growth Rating

Based on artifacts collected and observations done on the following dates: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ has an overall rating of \_\_\_\_\_

Evaluator

Date

Teacher

Date

(The evaluatee's signature indicates that he/she has read and discussed the document in a conference but does not necessarily imply agreement.)

**APPENDIX I. EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (LONG FORM)  
 (Counselors, Physical Therapists, Occupational Therapists, Speech Therapists, (CDS) Psychologists,  
 Nurses)**

**OKANOGAN SCHOOL DISTRICT  
 EDUCATIONAL SUPPORT STAFF EVALUATION REPORT**

Name _____	<u>TYPE OF EVALUATION</u>
School _____	_____ Annual
Assignment (Title) _____	_____ 90 Day
	_____ Other

**Description of Responsibilities:** Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). **Even though this description lists total responsibilities, the evaluation herein is limited to specific job assignment.**

**Observation Record:** A minimum of two (2) observations for all employees except for short form employees who will have a minimum of one (1) observation

Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been \_\_\_\_\_

**Satisfactory (2), Needs Improvement (1), or Unsatisfactory (0)**

Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Date \_\_\_\_\_ Employee \_\_\_\_\_

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

---

---

**Criterion 1: SPECIALIZED SKILL:** the employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.

- \_\_\_\_\_ 1.1 Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
- \_\_\_\_\_ 1.2 Plans and effectively manages all work activities in accordance with legal requirements and District practices;
- \_\_\_\_\_ 1.3 Uses assessment/evaluation techniques and data appropriately;
- \_\_\_\_\_ 1.4 Establishes immediate and long range objectives for major responsibilities;
- \_\_\_\_\_ 1.5 Involves others appropriately in carrying out major responsibilities.

\_\_\_\_\_ **(2) SATISFACTORY**      \_\_\_\_\_ **(1) NEEDS IMPROVEMENT**      \_\_\_\_\_ **(0) UNSATISFACTORY**

EVALUATOR'S COMMENTS SECTION 1:

EMPLOYEE'S RESPONSE (Optional):

---

---

**Criterion 2: PROFESSIONAL PREPARATION/KNOWLEDGE OF SUBJECT MATTER:** The employee demonstrates a knowledge of educational theory and specialized field/techniques.

- \_\_\_\_\_ 2.1 Possesses and maintains competence and working knowledge of specialized field;
- \_\_\_\_\_ 2.2 Pursues continued professional development;
- \_\_\_\_\_ 2.3 Understands and articulates relationship between specialized field and related disciplines;
- \_\_\_\_\_ 2.4 Uses inservice opportunities and input from colleagues.

\_\_\_\_\_ **(2) SATISFACTORY**      \_\_\_\_\_ **(1) NEEDS IMPROVEMENT**      \_\_\_\_\_ **(0) UNSATISFACTORY**

EVALUATOR'S COMMENTS SECTION 2:

EMPLOYEE'S RESPONSE (Optional):

---

---

**Criterion 3: SPECIAL ENVIRONMENT:** The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

- \_\_\_\_\_ 3.1 Establishes clear expectations for students and other personnel within framework of responsibility;
- \_\_\_\_\_ 3.2 Is consistent and fair in dealing with student discipline;
- \_\_\_\_\_ 3.3 Makes effective use of specialized materials and equipment;
- \_\_\_\_\_ 3.4 Interrelates technical expertise with other specialized personnel;
- \_\_\_\_\_ 3.5 Demonstrates skill in human relations.

\_\_\_\_\_ **(2) SATISFACTORY**      \_\_\_\_\_ **(1) NEEDS IMPROVEMENT**      \_\_\_\_\_ **(0) UNSATISFACTORY**



(Criterion 3 comments continued next page)  
(Criterion 3 comments continued)

EVALUATOR'S COMMENTS SECTION 3:  
EMPLOYEE'S RESPONSE (Optional):

---

---

**Criterion 4: EDUCATIONAL LEADERSHIP:** The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

- \_\_\_\_\_ 4.1 Has made sufficient progress to complete professional goals;
- \_\_\_\_\_ 4.2 Accepts constructive criticism and implements suggestions for improvement;
- \_\_\_\_\_ 4.3 Shares school responsibilities; as appropriate for the time spent in the building
- \_\_\_\_\_ 4.4 Acts as resource and referral to other District personnel and outside agencies;
- \_\_\_\_\_ 4.4 Participates in professional organizations.

\_\_\_\_\_ **(2) SATISFACTORY**      \_\_\_\_\_ **(1) NEEDS IMPROVEMENT**      \_\_\_\_\_ **(0) UNSATISFACTORY**

EVALUATOR'S COMMENTS:

EMPLOYEE'S RESPONSE (Optional):

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**Criterion 5: PARENT-COMMUNITY INVOLVEMENT:** The employee fosters communication with parents and community.

- \_\_\_\_\_ 5.1 Acts as a resource to parents and keeps them informed of student progress;
- \_\_\_\_\_ 5.2 Plans and conducts an effective parent conference.
- \_\_\_\_\_ 5.3 Promotes positive school-community relationships.

\_\_\_\_\_ **(2) SATISFACTORY**      \_\_\_\_\_ **(1) NEEDS IMPROVEMENT**      \_\_\_\_\_ **(0) UNSATISFACTORY**

EVALUATOR'S COMMENTS:

EMPLOYEE'S RESPONSE (Optional):

**APPENDIX J. LIBRARIANS FINAL EVALUATION REPORT (LONG FORM)  
 OKANOGAN SCHOOL DISTRICT  
 EDUCATIONAL SUPPORT STAFF EVALUATION REPORT**

	<u><b>TYPE OF EVALUATION</b></u>
Name _____	_____ Annual
School _____	_____ 90 Day
Assignment (Title) _____	_____ Other

**Description of Responsibilities:** Includes areas (such as classes taught, number of preparations, class size, district/building responsibilities). **Even though this description lists total responsibilities, the evaluation herein is limited to specific teaching assignment.**

**Observation Record:** A minimum of two (2) observations for all employees except for short form employees who will have a minimum of one (1) observation.

Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____
Date _____	Class/Activity _____	Length of Observation _____

=====

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been \_\_\_\_\_

Satisfactory (2), Needs Improvement (1) or Unsatisfactory (0)

Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Date \_\_\_\_\_ Employee \_\_\_\_\_

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

**Librarians**

**Criterion 1:** **SPECIALIZED SKILL:** The employee demonstrates competency (knowledge and skill) in designing and conducting activities related to the work assignment.

- \_\_\_\_\_ 1.1 Organizes the work/case load to accomplish assigned tasks in an effective and timely manner;
- \_\_\_\_\_ 1.2 Plans and effectively manages all work activities in accordance with legal requirements and District practices;
- \_\_\_\_\_ 1.3 Uses assessment/evaluation techniques and data appropriately;
- \_\_\_\_\_ 1.4 Establishes immediate and long range objectives for major responsibilities;
- \_\_\_\_\_ 1.5 Involves others appropriately in carrying out major responsibilities.
- \_\_\_\_\_ 1.6 Uses reviews from approved, professional sources in the selection of materials and equipment;
- \_\_\_\_\_ 1.7 Selects materials and equipment appropriate to the needs of all students and staff, including minorities, disadvantaged, handicapped, gifted and others;
- \_\_\_\_\_ 1.8 Plans and effectively manages a variety of instructional activities appropriate to specified learning objectives.

\_\_\_\_\_(2) SATISFACTORY \_\_\_\_\_(1) NEEDS IMPROVEMENT \_\_\_\_\_(0) UNSATISFACTORY

**Evaluator's Comments Section 1:**

**Employee's Response (Optional):**

**Criterion 2:** **PROFESSIONAL PREPARATION/KNOWLEDGE OF SPECIALIZED FIELD:** The employee demonstrates a knowledge of educational theory and specialized field/techniques.

- \_\_\_\_\_ 2.1 Possesses and maintains competence and working knowledge of specialized field;
- \_\_\_\_\_ 2.2 Pursues continued professional development;
- \_\_\_\_\_ 2.3 Understands and articulates relationship between specialized field and related disciplines;
- \_\_\_\_\_ 2.4 Uses inservice opportunities and input from colleagues.

**Evaluator's Comment Section 2:**

**Employee's Response (Optional):**

**Librarians**

**Criterion 3:** **SPECIAL ENVIRONMENT:** The employee demonstrates competency (knowledge and skill) in organizing and managing the technical and human elements to promote a positive learning environment.

- \_\_\_\_\_ 3.1 Establishes clear expectations for students and other personnel within framework of responsibility;
- \_\_\_\_\_ 3.2 Is consistent and fair in dealing with student discipline;
- \_\_\_\_\_ 3.3 Makes effective use of specialized materials and equipment;
- \_\_\_\_\_ 3.4 Demonstrates skill in human relations;
- \_\_\_\_\_ 3.5 Strives to make the library media center an inviting place, conducive to learning;
- \_\_\_\_\_ 3.6 Keeps collection as current as funding permits;
- \_\_\_\_\_ 3.7 Weeds collection regularly to discard worn or out-of-date materials and equipment.

\_\_\_\_\_(2) SATISFACTORY \_\_\_\_\_(1) NEEDS IMPROVEMENT \_\_\_\_\_(0) UNSATISFACTORY

**Evaluator's Comment Section 3:**

**Employee's Response (Optional):**

**Criterion 4:** **EDUCATIONAL LEADERSHIP:** The employee promotes professional growth by demonstrating interest in work assignment and developing positive collegial relationships.

- \_\_\_\_\_ 4.1 Has made sufficient progress to complete professional goals;
- \_\_\_\_\_ 4.2 Accepts constructive criticism and implements suggestions for improvement;
- \_\_\_\_\_ 4.3 Shares school responsibilities as appropriate for the time spent in building;
- \_\_\_\_\_ 4.4 Acts as resource and referral to other District personnel and outside agencies;
- \_\_\_\_\_ 4.5 Participates in professional organizations.

\_\_\_\_\_(2) SATISFACTORY \_\_\_\_\_(1) NEEDS IMPROVEMENT \_\_\_\_\_(0) UNSATISFACTORY

**Evaluator's Comment Section 4:**

**Employee's Response (Optional):**

**Librarians**

**Criterion 5:** **PARENT - COMMUNITY INVOLVEMENT:** The employee fosters communication with parents and community.

- \_\_\_\_\_ 5.1 Acts as a resource to parents and keeps them informed of student progress;
- \_\_\_\_\_ 5.2 Promotes positive school-community relationships.

\_\_\_\_\_(2) SATISFACTORY \_\_\_\_\_(1) NEEDS IMPROVEMENT \_\_\_\_\_(0) UNSATISFACTORY

**Evaluator's Comment Section 5:**

**Employee's Response (Optional):**

APPENDIX K.

## EVALUATION OPTION FORM

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**Directions:** This form must be filled out, signed and distributed to each employee by that employee's evaluator not later than the first ten working days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The form must then be filled out by the employee and returned to that employee's evaluator no later than ten working days following its receipt by the employee.

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Employee's Name: \_\_\_\_\_

Employee's Building and Grade Level: \_\_\_\_\_

This employee is eligible for the following (checked) evaluation options:

Comprehensive

Focus

The preliminary schedule for observations for this employee is: \_\_\_\_\_

This employee's evaluator will be: \_\_\_\_\_

This form was completed and delivered to this employee: \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_

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I elect the following evaluation options

Comprehensive

Focus

Signature of employee: \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*All certified teaching staff MUST be using the TPEP evaluation system and must complete a Comprehensive Evaluation by the end of the 2016/17 school year.**

**APPENDIX L. NOTICE TO EMPLOYEE RECEIVING NOTICE OF PROBATION**

You are being presented with this notice and option pursuant to the Agreement between the Okanogan School District and the Okanogan Education Association. The District is not obligated to advise you of your rights beyond presenting you with this notice. If you select the first option below, the District will notify the Association that this notice of probation has been given to you.

I **do** wish to have the Association notified that I have received this notice.

I **do not** wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action. If you choose this option, this form shall become a part of your personnel file.

My signature indicates that I have received, read and understand this notice.

\_\_\_\_\_  
Signature of administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

**APPENDIX M**

**LETTER OF UNDERSTANDING  
OKANOGAN EDUCATION ASSOCIATION  
And  
OKANOGAN SCHOOL DISTRICT #105  
2019-2022**

Each full season of varsity sports satisfies one semester of P.E. graduation requirements.