

**AGREEMENT**

**BETWEEN**

**THE**

**OKANOGAN SCHOOL DISTRICT NO. 105**

**AND**

**THE**

**OKANOGAN EDUCATION ASSOCIATION**

**2022-2023**

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THE OKANOGAN SCHOOL DISTRICT NO. 105  
AND  
THE OKANOGAN EDUCATION ASSOCIATION**

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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 19. The term "**SEBB**" shall mean School Employee Benefit Board

10  
11 **Section B. Recognition**

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

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

20  
21 **Section C. Status of Agreement**

22  
23 1. **Sole Agreement**: This shall be the sole Agreement between the Parties regarding wages, hours, and  
24 terms and conditions of employment.

25  
26 2. **Rules, Regulations, Policies and Resolutions**: Rules, regulations, policies and resolutions of the  
27 District which are not in conflict with the terms of this Agreement, shall not be affected by the terms of  
28 this Agreement. The terms of this Agreement shall be controlling in the event there are inconsistencies  
29 or conflicts with the rules, regulations, policies and resolutions of the District to the extent necessary to  
30 give effect to this Agreement.

31  
32 3. **Conformity to Law**: This Agreement shall be governed and construed according to the Constitution  
33 and Laws of the State of Washington. If any provision of this Agreement, or any application of the  
34 Agreement to any employee or groups of employees shall be found contrary to law by a court or  
35 administrative agency of competent jurisdiction, such provision or application shall have effect only to  
36 the extent permitted by law. All other provisions or applications of the Agreement shall continue in full  
37 force and effect.

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

41  
42 **Section D. Individual and Supplementary Contracts**

43  
44 1. All individual and supplemental contracts shall be subject to and consistent with law and this and  
45 subsequent agreements between the Parties. If any individual or supplemental contract is inconsistent  
46 with this Agreement, this Agreement shall control.

47  
48 2. If the Board issues individual employee contracts prior to the expiration of this agreement, such  
49 individual contracts shall be accompanied by a contract rider which states that the individual contract  
50 shall be subject to wages, hours, terms and conditions of employment in this agreement or such  
51 successor agreement as negotiated and ratified by the Parties.

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, five copies  
5 and make them available to the Association. The final agreement shall be posted on the District web site. Up to  
6 ten (10) additional copies will be provided to the Association. The District shall make at least one (1) copy  
7 available for review by any applicant for employment with the District.

8  
9 **Section F. Joint Meetings**

10  
11 Representatives of the Parties shall meet in even numbered months during the school year to informally  
12 discuss concerns that either party believes is violating the negotiated contract. A written agenda of issues  
13 will be presented to the other side at least five working days before the meeting. Such meetings shall not  
14 be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or  
15 successor Agreements. Mutually agreed upon minutes will be produced for each meeting, with copies to  
16 the District and Association President(s). If there are no agenda items the parties may mutually agree to  
17 cancel scheduled meetings.

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. No employee will be required to join the Association.  
40  
41 2. In the event that the representation fee is allowed under law, the language regarding "Representation  
42 Fee" will revert to the 2019-22 contract language.

43  
44 **Section C. Other Deductions**

45  
46 Upon receipt of written authorization of three (3) or more employees, the District agrees to deduct from the  
47 salary of employees, premiums for those insurance and annuity programs which have been approved by  
48 the Association, the District, SEBB and WPFML. The sums which are deducted as premiums for approved  
49 insurance and annuity programs shall be forwarded in accordance with the written authorization.

1 **Section D. Management Rights**

- 2
- 3 1. The management and conduct of the business of the District, including the employment, assignment,
- 4 direction and management of all employees of the District are the exclusive right and responsibility of
- 5 the Board of Directors of the District. Such rights shall not be exercised in a manner which is contrary
- 6 to or in conflict with the express provisions of this agreement.
- 7
- 8 2. In the exercise of its right of management, the District, through its Board of Directors, shall have the
- 9 right to amend existing policies, rules and regulations and to adopt new policies, rules and regulations
- 10 necessary for the proper conduct of the business of the District, provided the same are not in conflict
- 11 with the express provisions of this agreement or the laws of the State of Washington.
- 12
- 13 3. It is further agreed that the District shall through bulletins, policy handbooks or other effective means,
- 14 make its rules, regulations and policies known to the employees.
- 15

16 **Section E. Association Rights**

- 17
- 18 1. **Use of School Buildings and Equipment:** The Association shall have the right to use School District
- 19 Buildings and equipment for the purpose of having meetings and transacting business on the same
- 20 terms and conditions as other public groups, provided that such meetings do not interfere with the
- 21 District's educational programs. The Association shall reimburse the District for any extra custodial
- 22 costs resulting from the use of such buildings. All meetings shall not conflict with other pre-scheduled
- 23 meetings for the facilities requested and shall be scheduled through the building administrator under
- 24 the same procedure as applied to other public and civic groups.
- 25
- 26 2. **Use of District Bulletin Boards:** The Association shall have the right to post notices of activities and
- 27 matters of Association concern on the bulletin board in the Staff Room of each building. Materials
- 28 posted shall contain nothing libelous.
- 29
- 30 3. **Use of Email/Direct Mail System:** The Association may use the District email system and employee
- 31 mailboxes located within school buildings within the District for communication with its members, pro-
- 32 vided that such use does not interrupt or interfere with the utilization of those mailboxes by the District
- 33 for official District business.
- 34
- 35 4. **Board Minutes, Reports, Financial Reports and Public Records:** The District agrees to post on the
- 36 district's website agendas of upcoming board meetings and minutes of the previous board meetings,
- 37 and to make available to the Association documents which are public records. Such availability of
- 38 public record documents shall be upon written request of the Association through the Superintendent.
- 39 The Association shall reimburse the District for actual costs of reproduction. The Board shall make
- 40 every reasonable effort to give the Association an opportunity to advise the board with respect to new
- 41 or modified fiscal, budgetary, levy or building programs and major revisions of educational policy prior
- 42 to their adoption.
- 43
- 44 5. **Notice of Probation:** In the event any employee is placed on probation, the District shall provide the
- 45 President with notice of such action, provided that should the employee indicate in writing to the District
- 46 (Appendix K) that he/she does not wish to have the Association notified, such notice will be withheld.
- 47
- 48 6. **Member Information:** By October 1 each year, the District shall provide the Association with a list of
- 49 names of all bargaining unit employees and their contact information including the name, assignment,
- 50 work site, FTE, salary schedule placement, home address, and phone number(s). The District will also
- 51 include the names of any bargaining unit members who are on a leave of absence, the duration of such
- 52 a leave, and any changes in contact information during the time of the leave. When new employees are

1 hired following the September 1 report, the District will provide the information listed above within five (5)  
2 business days after the Board meeting when the employment is approved.

### 4 **ARTICLE III. EMPLOYEE RIGHTS**

#### 5 **Section A. Employee Rights**

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

#### 8 **Section B. Personnel File**

- 9
- 10
- 11
- 12 1. **Right to Inspect:** Each employee shall have the right to inspect all contents of his/her own personnel  
13 files kept within the District by making an appointment for such purpose through the Superintendent.

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

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

- 20
- 21
- 22
- 23 2. **Minimum Contents:** Each personnel file shall contain the following minimum items or information:  
24 required medical information, evaluation reports, annual contracts, teaching certificates, and a  
25 transcript of academic records.

- 26
- 27 3. **Confidentiality:** Personnel files of employees shall be kept confidential to the extent authorized by  
28 law. Personnel files shall be available for inspection only to supervisory personnel, confidential  
29 employees of the District, the individual employee and the employee's legal counsel.

- 30
- 31 4. **Placement of Materials:** Any letter or document emanating from District personnel for the purpose of  
32 insertion in an employee's personnel file and which is critical of said employee's professional  
33 performance or conduct shall be shown to said employee before insertion in the personnel file.  
34 Employees shall indicate they have seen such materials by affixing their signature and dating the copy  
35 that is to go into the file.

- 36
- 37 5. **Location:** The District shall maintain the employee's personnel file at the District Office.

- 38
- 39 6. **Principal's Working Files:** Principal's working files will be available for review by the employee at the  
40 employee's request. Said files shall be purged, except for the employee's previous year's evaluation  
41 and goals, at the end of each school year or no later than June 30.

- 42
- 43 7. **Removal of Materials:** After seven (7) years the District may remove and destroy employee's  
44 evaluation reports. After seven (7) years the District shall remove and destroy any adverse materials  
45 (excluding evaluation reports) upon which no subsequent action has been taken.

#### 46 **Section C. Due Process and Just Cause**

- 47
- 48
- 49 1. **Just Cause:** No employee shall be disciplined or terminated without just cause.

- 50
- 51 2. **Written Grounds:** The specific grounds forming the basis of any disciplinary action will be made  
52 available to the employee in writing upon request.

- 1 3. **Action Appropriate to Behavior**: Any disciplinary action taken against an employee shall be  
2 appropriate to the behavior which precipitates the action, whether warning, reprimand or suspension.  
3
- 4 4. **Association Representation**: An employee shall be entitled to have an AR present during any  
5 disciplinary proceeding.  
6
- 7 5. **Complaints Against Employees**: Any complaint against an employee that may lead to disciplinary  
8 action shall be communicated to the affected employee by written notice within five working days. No  
9 complaint against an employee may be used in a disciplinary action against that employee unless the  
10 complaint was discussed and documented in writing with the employee within five working days. The  
11 identity of the complainant must be disclosed to the employee if disciplinary action is taken.  
12
- 13 6. **Privacy and Confidentiality**: Any criticism of an employee, supervisor, manager, building or district  
14 administrator, school board or individual member of the school board, and all disciplinary actions shall  
15 be made in private and in confidence and never in the presence of students, parents, other employees,  
16 or at public gatherings.  
17
- 18 7. **Complaint Process**: Written assurance signed by the board, superintendent, principals, and staff  
19 members, stating that no action will be taken relative to a complaint, regardless of issue by a parent or  
20 community member unless it has followed the appropriate chain of command, which is documented.  
21 When employees have a complaint, they shall follow the steps as set forth in the Okanogan School  
22 District Policy 5270.  
23

#### 24 **Section D. Assignment and Transfer:**

25  
26 The Board shall have the right to assign and transfer employees to meet the educational program subject  
27 to the terms of this Agreement.  
28

#### 29 1. **Assignments:**

##### 30 a. **Definitions:**

- 31 • **Assignment** – Placement in a grade level, department (ex: Math, Science, ELA, Social Studies,  
32 Music) or program (ex. CTE, SPED. Options)
- 33 • **Reassignment K-5** – Change in grade level, including combination classes/specialist/program.
- 34 • **Reassignment 6-12** – Change in teaching outside of current department(s)/program
- 35 • **Transfer** – Change of teaching location from one building to another.
- 36 • **Voluntary** – A transfer or change in assignment that has mutual agreement between parties.
- 37 • **Involuntary** – A transfer or change in assignment that does not have mutual agreement between  
38 parties

- 39 b. **Continuing Employees**: The District shall make reasonable effort to give employees notice of their  
40 specific assignments, building assignments, and room assignments for the forthcoming year by  
41 July 1, except in cases of emergency, not later than August 1.  
42

#### 43 2. **Reassignments and Transfers:**

##### 44 a. **Consideration for Reassignment and Transfer**

45  
46 Bargaining unit members who wish to be considered for a reassignment or transfer will be polled by  
47 the District for consideration on or before March 1, prior to principals making decisions about

1 assignments, reassignments and transfers for the subsequent school year. Those employees who  
2 submit a written request on or before March 1 will be given first consideration by the building  
3 principal(s) to fill the position(s).

4 Reassignments within the building may be made by the Building Principal prior to an involuntary  
5 transfer or re-assignment, The District shall give notices of assignments, reassignments and  
6 transfers as soon as practical, except in cases of emergency.

7 **b. Notice**

8 A notice of vacancy shall be emailed to the President and to all employees.

9 Notices shall include a description of the position, qualifications, and application procedures.  
10 Positions will be posted for internal candidates for three (3) working days. Employees who desire a  
11 posted position shall submit a letter of interest to the District within the internal posting period.  
12 Vacancies may be posted internally and externally at the same time; however, the District agrees  
13 that outside applications will not be considered until the internal posting time period is met and it is  
14 determined that there are no internal candidates who meet the job qualifications set out in the  
15 posting.

16 **c. Internal Candidates – Voluntary Reassignments and Transfers**

17 Qualified internal candidates shall be given an interview. Qualified shall mean the applicant meets  
18 the qualifications set out in the job posting. The District will consider all aspects of the candidate(s)  
19 professional backgrounds including specific endorsements and certification related to the open  
20 position, overall years of experience, skills related to the position, overall years in the District, and  
21 prior evaluations. After these considerations, the District will select the most qualified internal  
22 candidate. If there is only one qualified internal candidate, s/he will be reassigned or transferred to  
23 the position. Any internal candidate who is not transferred to the position will receive written  
24 notification from the Building Principal within three (3) days of the decision explaining why s/he was  
25 not selected for the transfer.

26 When two (2) or more transferring or reassigned employees have equal qualifications, the  
27 employee with the most seniority shall be hired.  
28

29 **d. Summer Hiring**

30  
31 After the last day of school the District may go directly to the established pool of qualified applicants  
32 and advertise inside and outside the District simultaneously. However, first consideration will be  
33 given to inside qualified candidate(s) before considering outside candidates. After August 1, the  
34 District may hire immediately for vacant or new positions.  
35

36 **3. Vacancy and Posting of Jobs:**

- 37  
38 a. **Posting:** All positions (including new positions) which are not filled by in-house transfers that occur  
39 during the work year shall be reported to the Association and posted in each building for a  
40 minimum of five (5) days. Any special qualifications of the vacancy or new position shall be listed  
41 on the posting.  
42

43 When vacancies including new positions exist as determined by the district, employee transfers  
44 shall be made by an administrative team following an interview process. Qualified employees who  
45 apply for such positions shall be afforded an interview and response from the district.  
46

47 All known vacancies for the following work year shall be reported to the Association and posted in  
48 each building by May 15 of the current work year. Thereafter, the job posting list shall be updated,



1 as new vacancies become available, with the new listing being circulated to the employees in the  
2 bargaining unit.

3  
4 b. **Interview Committees:** Interview Committees will be selected to fill outside teaching positions.  
5 The committee will include teachers if at all possible.

6  
7 c. **Co-curricular Vacancy:** Employees shall be notified first of any co-curricular vacancies. Said  
8 employees shall have first right of hire if they meet the posted requirements for such position(s).  
9 If, during the period the position is open, more than one employee applies, the candidate judged  
10 with the necessary skills, experience and qualifications will be hired.

11  
12 In the event that no employee applies for the vacancy, the District may then employ individuals  
13 from outside the bargaining unit.

14  
15 If an OEA co-curricular position has been posted and no OEA member has applied for the position  
16 or has met the minimum posted qualifications for the job, then a non-bargaining member may apply  
17 for the job. If the non-bargaining member who applies for the job is hired, s/he may receive the job  
18 for two (2) seasons/years to ensure consistency in the position. At the end of the second  
19 season/year, the job will be posted again to determine if any OEA member wishes to apply. The  
20 purpose of this section is to make clear that the co-curricular positions listed in the OEA contract  
21 will first be offered to bargaining unit members, even if a non-bargaining member held that position  
22 the previous year.

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

1 **11. Social Media:**

- 2
- 3 a. If the District learns that a person is allegedly threatening an employee, or sharing lewd content on
- 4 social media, in their capacity as an employee, the District will assist the employee, upon the
- 5 employee's request, with filing a police report and seeking legal protections.
- 6
- 7 b. Employees are free to exercise their personal legal rights and alternative course of action
- 8 concerning cyber threats and harassment.
- 9

10 **Section F. Privacy**

- 11
- 12 1. **Information:** The District shall not provide personal information concerning employees, including
- 13 names, addresses, phone numbers, etc. to any person not required by law, or without specific
- 14 employee approval or Association agreement.
- 15
- 16 2. **Faculty Meetings:** Representatives of commercial concerns shall not be permitted to attend and
- 17 address faculty meetings except when invited by a majority of the faculty in that building or with
- 18 Association approval.
- 19
- 20 3. **Personal Lives:** The private and personal life of any employee is not within the appropriate concern or
- 21 attention of the District unless it impacts, negatively, the educational process or the mission statement
- 22 of the District.
- 23

24 **Section G. Harassment**

25

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

27

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

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

30 professional purpose.

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

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

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

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

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

36 a copy of the report.

37

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

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

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

41

- 42 1. Is made as term or condition of employment, or
- 43 2. Results in a denial of a promotion or other career enhancing opportunities, or
- 44 3. Interferes with work performance or otherwise creates an intimidating, hostile or abusive
- 45 working environment.
- 46

47 **ARTICLE IV. EVALUATION AND PROBATION**

48

49 **Section A. Authority**

50

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

52

1 **Section B. Definitions**

2  
3 **Classroom Teachers:** "Classroom Teacher" shall mean a certificated employee who provides  
4 academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall  
5 be evaluated annually using either a Comprehensive or Focused evaluation. The term "classroom  
6 teachers" does not include Educational Staff Associates, e.g. Speech Language Pathologists, OT, PT,  
7 Nurses, Psychologists, Developmental Language Specialists, Librarians, TOSA, Counselors, and other  
8 bargaining unit members who do not meet this definition.  
9

10 **Educational Support Staff:** "Educational Support Staff" shall mean that sub-group of employees who are  
11 not classroom teachers including but not necessarily limited to Librarians, Counselors, Psychologists,  
12 Nurses, Speech Therapists, Occupational Therapists and Physical Therapists.  
13

14 1. "Instructional Framework" shall mean the adopted instructional framework developed by the Danielson.  
15

16 2. "Criteria" shall mean the eight (8) state defined categories to be scored.  
17

18 3. "Criterion" shall mean one (1) of the eight (8) state defined categories to be scored.  
19

20 4. "Observation" means the gathering of evidence through classroom or worksite visits, or other visits, work  
21 samples, or conversations that allow for the gathering of evidence of the performance of assigned  
22 duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this  
23 section. WAC 392-191A-030  
24

25 5. The term "**Observation Report**" shall mean a written summary of the observation. Such observation  
26 report(s) shall be the primary basis for the "Evaluation Report."  
27

28 6. The term "**Evaluation**" shall mean a summary of the results of observations of the employee during the  
29 evaluation process, as well as performance of other professional duties in the school setting.  
30

31 7. "Performance Levels" shall mean: Four performance levels are provided for each indicator. Moving  
32 from Unsatisfactory to Distinguished, the performance levels increase in specificity of practice,  
33 cognitive demand, roles of students, and/or frequency of use. The performance levels are:  
34

35 1. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts  
36 underlying individual components of the criteria. This level of practice is ineffective and inefficient and  
37 may represent practice that is harmful to student learning progress, professional learning environment,  
38 or individual teaching or leading practice. This level requires immediate intervention.  
39

40 2. Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and  
41 skills of the criteria required to practice, but performance is inconsistent over a period of time due to  
42 lack of experience, expertise, and/or commitment. This level may be considered minimally competent  
43 for teachers or principals early in their careers but insufficient for more experienced teachers or  
44 principals. This level requires specific support.  
45

46 3. Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of  
47 the profession. This is successful, accomplished, professional, and effective practice. Teaching and  
48 leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At  
49 this level, teaching and leading a school are strengthened and expanded through purposeful,  
50 collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional  
51 improvement.  
52

1 4. Distinguished: Professional practice at Level 4 is that of a master professional whose practices  
2 operate at a qualitatively different level from those of other professional peers. To achieve this rating, a  
3 teacher or principal would need to have received a majority of distinguished ratings on the criterion  
4 scores. A teacher or principal at this level must show evidence of average to high impact on student  
5 growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise  
6 and commitment to all students' learning, challenging professional growth, and collaborative practice.  
7

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

### 36 **Section C. Purpose**

37 The purposes of evaluation shall be:  
38

- 39
- 40 1. **Identify Proficient/Distinguished Performance:** To identify, in consultation with employees, specific  
41 areas in which the professional performance of each employee is satisfactory.  
42
  - 43 2. **To Assist:** To assist employees who have identified areas needing improvement, in making those  
44 improvements.  
45
  - 46 3. **Remediation:** To identify employees whose professional performance is unsatisfactory and for whom  
47 remediation is needed.  
48

### 49 **Section D. Initiating the Evaluation Process**

50  
51 Within the first ten (10) days of each school year, or, in the case of new employees hired after the  
52 beginning of the school year, within ten (10) days of hire, evaluators shall meet with employees to review

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

### 10 **Section E. Provisional Employees**

- 11 1. **Definition:** The term "**Provisional Employee**" shall mean a beginning employee who is in his/her first  
12 three (3) years of employment with the District, unless the employee has previously completed at least  
13 two complete years of certificated employment in another Washington State school district, in which  
14 case the employee will be a provisional employee for the first year of employment with the District.  
15
- 16 2. **Frequency of Evaluation:** Provisional employees shall be evaluated no less often than two (2) times  
17 per year for a total of no less than sixty (60) minutes during their first two (2) years of provisional  
18 employment. During the third (3<sup>rd</sup>) year as a provisional employee, the employee must be evaluated no  
19 less than three (3) times for a total of no less than ninety (90) minutes. The first (1<sup>st</sup>) such evaluation  
20 must be completed within the first (1<sup>st</sup>) ninety (90) days of employment. The final evaluation shall be  
21 completed no later than June 1.  
22
- 23 3. **Observations:** Provisional employees shall be observed for the purpose of evaluation no less than  
24 twice for each evaluation (see #2 above). Each observation shall be no less than thirty (30) minutes in  
25 length.  
26
- 27 4. Provisional employees shall be subject to the provisions of RCW 28A.405.220 [RCW 28A.67.072] and  
28 Article IV, Section F of this Agreement. Specifically, provisional employees are not subject to the  
29 probationary requirements procedures. Discharge and non-renewals of provisional employees may  
30 only proceed through Step II of the grievance process.  
31  
32  
33

### 34 **Section F. Comprehensive Evaluation**

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

42  
43 1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be  
44 evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the  
45 evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures,  
46 and other relevant information regarding the evaluation system. A complete set of documents,  
47 including all state criteria, Danielson framework, and forms which will be used shall be available on the  
48 District website. Forms used for evaluation will be included in the appendices of this document.  
49

50 2. Student Growth Goal Setting: The teacher who is on a Comprehensive evaluation will set student  
51 growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed by the teacher with  
52 input from the evaluator and may be interrelated or "nested." In most cases these goals should be set

1 prior to November 1. Student data that measures growth between two points in time shall be used to  
2 calculate a teacher's student growth score. The measurements used shall be determined by the  
3 teacher in consultation with his/her evaluator.  
4

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

10 4. Observations:

11  
12 a. Formal Observations: The total annual observation time must be at least sixty (60) minutes.  
13 One observation must be a minimum of thirty (30) minutes. If mutually agreed, the remaining thirty  
14 (30) minutes of required observation time may be broken into smaller increments of no less than  
15 ten (10) minutes. Unless mutually agreed, observations shall not take place on the day before  
16 Thanksgiving, winter or spring breaks. All formal observations will be scheduled for a mutually  
17 agreed upon time between the employee and the evaluator.  
18

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

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

32 The District may offer a continuing contract to provisional employees after two (2) years of  
33 evaluations that are proficient or distinguished.  
34

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

39 Unless mutually agreed upon, the final observation must be completed prior to May 1.  
40

41 5. Post-Observation Communication: Following each observation or series of observations, the  
42 evaluator will:  
43

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

49 The teacher may request a meeting to review the observation notes, if desired.  
50

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

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

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

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

## 20 **Section G. Focused Evaluation**

21  
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 Once an employee is placed on a focused evaluation he/she will remain on a focused evaluation for the  
32 duration of the current school year.  
33

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

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

48 3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the  
49 opportunity to review the objectives and goals of his/her lesson with his/her evaluator.  
50  
51



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

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

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

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

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

18 **Section J. Probation**

- 19  
20 1. At any time after October 15th, a continuing employee, whose work is judged not satisfactory  
21 based on the Danielson instructional framework evaluation criteria shall be notified in writing of the  
22 specific areas of concern along with a reasonable program for improvement. For teachers who  
23 have been transitioned to the new evaluation system, “not satisfactory” is defined as;
- 24 a. Level 1: Unsatisfactory – Receiving a summative score of “1” or “Unsatisfactory” is not considered  
25 satisfactory performance for any teacher.  
26 b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five (5) years  
27 of teaching experience and if a summative score of “2” or “Basic” has been received two (2) years  
28 in a row or during two (2) out of three consecutive years, the teacher is not considered to be  
29 performing at satisfactory level.
- 30  
31 2. A probationary period of sixty (60) school days shall be established for teachers deemed not  
32 satisfactory. Days may be added if deemed necessary to complete a program for improvement and  
33 evaluate the probationer’s performance, as long as the probationary period is concluded before May  
34 15th of the same school year. The probationary period may be extended into the following school year  
35 if the probationer has five (5) or more years of teaching experience and has a comprehensive  
36 summative evaluation performance rating as of May 15th of less than Basic. The probation period may  
37 be extended if a teacher has made progress towards being Basic or Proficient and may be able to  
38 achieve a satisfactory rating during the extension period.
- 39  
40 3. The establishment of a probationary period does not adversely affect the contract status of an  
41 employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give  
42 the employee opportunity to demonstrate improvements in his or her areas of deficiency. The  
43 establishment of the probationary period and the giving of the notice to the probationer shall be by the  
44 school district superintendent and need not be submitted to the board of directors for approval.
- 45  
46 4. During the probationary period the evaluator shall meet with the employee at least twice monthly to  
47 supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator  
48 may authorize one additional certificated employee to evaluate the probationer and to aid the employee  
49 in improving his or her areas of deficiency. Should the evaluator not authorize such additional

1 evaluator, the probationer may request that additional certificated employee evaluator become part of  
2 the probationary process and this request must be implemented by including an additional experienced  
3 evaluator assigned by the educational service district in which the school district is located. This  
4 person shall be selected from a list of evaluation specialists compiled by the educational service  
5 district. Such additional certificated employee shall be immune from any civil liability that might  
6 otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The  
7 Association may elect to bring in an outside professional to observe, advise and assist the teacher on  
8 probation.  
9

10 5. During the period of probation, the employee may not be transferred from the supervision of the  
11 original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be  
12 documented by the original evaluator before any consideration of a request for transfer or  
13 reassignment as contemplated by either the individual or the school district.  
14

15 6. If a minor procedural error occurs in the implementation of a program for improvement, the error  
16 does not invalidate the probationer's plan for improvement or evaluation activities unless the error  
17 materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.  
18

19 7. The probationer must be removed from probation if he or she has demonstrated improvement to the  
20 satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency  
21 and subsequently detailed in his or her program for improvement. A classroom teacher who has been  
22 transitioned to the revised evaluation system pursuant to the district implementation schedule adopted  
23 by the board must be removed from probation if he or she has demonstrated improvement that results  
24 in a new comprehensive summative evaluation performance rating of Basic or above for a continuing  
25 contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing  
26 contract employee with more than five (5) years of experience.  
27

28 8. Lack of necessary improvement during the established probationary period, as specifically  
29 documented in writing with notification to the probationer, constitutes grounds for a finding of probable  
30 cause for termination under RCW 28A.405.300 or 28A.405.210.  
31

32 9. When a continuing contract employee with five (5) or more years of experience receives a  
33 comprehensive summative evaluation performance rating of Unsatisfactory for two (2) consecutive  
34 years, the school district shall, within ten (10) days of the completion of the second summative  
35 comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of  
36 discharge as provided in RCW 28A.405.300.  
37

38 10. Immediately following the completion of a probationary period that does not produce performance  
39 changes detailed in the initial notice of deficiencies and program for improvement, the employee may  
40 be removed from his or her assignment and placed into an alternative assignment for the remainder of  
41 the school year. This reassignment may not displace another employee nor may it adversely affect the  
42 probationary employee's compensation or benefits for the remainder of the employee's contract year.  
43 If such reassignment is not possible, the district may, at its option, place the employee on paid leave for  
44 the balance of the contract term.  
45

46 11. No teacher will be non-renewed for evaluation reasons unless they have gone through probation.  
47

48 Not applicable to Provisional Employees: The probation requirements do not apply to Provisional  
49 employees. Provisional employees do not have access to probation.  
50  
51

1 **Section K. State Criteria and Scoring**

2  
3 State Evaluation Criteria:

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

14  
15 **Summative Performance Rating for Comprehensive Evaluation**

16  
17 A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation  
18 criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as  
19 follows:  
20

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

21  
22 The final score for each criterion will be based on a preponderance of evidence in each criterion. The  
23 individual criterion ratings from all eight (8) criteria will be used in achieving the overall "Summative  
24 Performance Rating" in the chart above.  
25

26 **Section L. Student Growth Impact Rating**

27  
28 Embedded in the instructional framework are five (5) components designated as student growth  
29 components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.  
30 Evaluators add up the raw score on these components and the employee is given a score of low, average,  
31 or high based on the scores below.  
32

33 Upon completion of the overall summative scoring process, the evaluator will combine only the student  
34 growth rubric scores to assess the classroom teacher's student growth impact rating. The following scoring  
35 band will be used to determine the student growth impact rating.  
36

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

1  
2 **Section M. Impact of Low Student Growth Score**  
3

4 A student growth score of “1” in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1)  
5 will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of  
6 Distinguished and with a low student growth rating will not receive an overall rating higher than Proficient.  
7

8 Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth  
9 inquiry.  
10

11 **Section N. Student Growth Inquiry**  
12

13 Within two months of receiving a low student growth score or at the beginning of the following school year,  
14 one or more of the following must be initiated by the evaluator:  
15

- 16 1. Examine student growth data in conjunction with other evidence including observation, artifacts and  
17 other appropriate student and teacher information based on classroom, school, district, and state-  
18 based tools and practices.  
19
- 20 2. Examine extenuating circumstances which may include one or more of the following: goal setting  
21 process; content and expectations; student attendance; extent to which standards, curriculum and  
22 assessments are aligned.  
23
- 24 3. Schedule monthly conferences focused on improving student growth to include one or more of the  
25 following topics: Student growth goal revisions, refinement, and progress; best practices related to  
26 instruction areas in need of attention; best practices related to student growth data collection and  
27 interpretation.

- 28 4. Create and implement a professional development plan to address student growth areas.  
29

30 **Section O. Short Form Support Staff Employees**  
31

- 32 1. **Definition:** The term "**short form employee**" is any certified employee who is not a classroom teacher  
33 who has been employed by the District for four (4) years with satisfactory evaluations, provided that  
34 any such employee may opt out of short form status for any full year.  
35
- 36 2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per year, which  
37 evaluation shall be completed no later than June 1.  
38
- 39 3. **Observations:** Short form employees shall be observed for the purpose of evaluation at least one (1)  
40 time for a period of no less than thirty (30) minutes.  
41
- 42 4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that  
43 an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's  
44 contract under RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072). The  
45 short form evaluation may be used only in those cases where the evaluator reports "satisfactory".  
46  
47

- 1 5. **Removal from Short Form:** During the year, the evaluator or employee may choose to remove an  
2 employee from the short form evaluation and place him/her on the long form at any time after October  
3 15.  
4

5 **Section P. Long Form Support Staff Employees**  
6

- 7 1. **Definition:** The term "long form employees" shall be those certified employees who is not a  
8 classroom teacher who are provisional employees with the District, who are on probation, and who do  
9 not qualify for short form evaluation.  
10  
11 2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year,  
12 which evaluation shall be completed no later than June 1.  
13  
14 3. **Observations:** Long form employees shall be observed for purpose of evaluation no less than two (2)  
15 times for each evaluation. Each observation shall be no less than thirty (30) minutes in length.  
16

17 **Section Q. General Requirements**  
18

- 19 1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge  
20 of the employee at the employee's classroom, normal work site, or other visits. (see page 19 for  
21 definition of observation)  
22  
23 2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and  
24 dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by  
25 the employee, provided that the employee's signature shall indicate only that he/she has received a  
26 copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.  
27  
28 3. **Copy and Response:** A copy of each presentation shall be given to the observed employee within five  
29 (5) working days of the observation. A copy of the evaluation shall be given to the employee by June  
30 1. Within ten (10) working days, the employee may submit written comments concerning the report  
31 which shall be attached to the report in the employee's file.  
32  
33 4. **Observations:** Evaluators shall have personally conducted at least two (2) of the observations upon  
34 which each evaluation is based. Observations shall be a minimum of sixty (60) minutes total.  
35  
36 5. **Working Files:** Principal's working files shall be purged at the end of each school year or no later than  
37 June 30.  
38  
39 6. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have  
40 been preceded with a written statement and/or formal conference with the employee in order to provide  
41 notice of the problem, specific suggestions for improvement and reasonable time and opportunity for  
42 improvement.  
43

44 **Section R. Pre and Post Conference**  
45

- 46 1. **Required Observation Conference:** The evaluator and employee shall meet for a pre and post  
47 conference for at least one formal observation and may have one informal observation not requiring a  
48 pre-conference under the comprehensive/long form option.  
49

50 Employees shall have the opportunity to provide additional information to aid the observer/evaluator in  
51 completing the report, and make suggestions for the next observation.  
52

- 1 2. **Time and Place:** Conferences shall be held within the time lines set out in this Agreement at times  
2 and places mutually determined by the evaluator and the employee.  
3

4 **Section S. Use of Evaluation Results**  
5

6 Evaluation results shall be private and confidential, except as otherwise provided by law, and shall be used:  
7

- 8 1. **To Document Satisfactory Performance:** To document the satisfactory performance by an employee  
9 of his/her assigned duties;  
10  
11 2. **To Identify Needed Improvement:** To identify discrete area(s), according to the criteria included on  
12 the evaluation instrument, in which the employee may need improvement;  
13  
14 3. **To Document Unsatisfactory Performance:** To document performance by an employee judged  
15 unsatisfactory, based on the adopted evaluation criteria.  
16

17 **Section T. Probation (Non-Provisional Employees)**  
18

- 19 1. **Notice:** In the event that an employee's work is judged to be unsatisfactory, based upon the evaluation  
20 criteria and procedure, the Superintendent, at any time after October 15, shall place an employee on  
21 probation. The employee shall be notified in writing of the specified area(s) of deficiency along with a  
22 suggested, specific, and reasonable program of improvement, on or before February 1 of the academic  
23 year. This written notice shall advise the employee of the establishment of a probationary period  
24 beginning on or before February 1, and ending no later than May 1. The notice to the employee shall  
25 be signed by the Superintendent.  
26  
27 2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to  
28 demonstrate improvement(s) in his/her areas of deficiency.  
29  
30 3. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the  
31 employee twice monthly to supervise and make written evaluations of the progress made by the  
32 employee.  
33

34 An employee on probation may authorize an Association representative to accompany him/her at all  
35 conferences required in this section.  
36

- 37 4. **Removal:** The employee may be removed from probation at any time he/she has demonstrated  
38 improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should  
39 be removed from probation, the employee shall be notified in writing no later than May 1.  
40  
41 5. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in  
42 the area(s) of deficiency, the employee shall be notified in writing on or before May 1 of the lack of  
43 improvement along with specific documentation. Lack of necessary improvement may constitute  
44 grounds for non-renewal pursuant to RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220  
45 (RCW 28A.67.072).  
46  
47 6. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status of an employee  
48 within the meaning of RCW 28A.405.300 (RCW 28A.58.450).  
49  
50

## ARTICLE V. STAFF REDUCTION AND RECALL

### Section A. Board Determination of Program

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

### Section B. Criteria for Modified or Reduced Program

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

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

### Section C. Selection of Employees

1. **Selection Criteria**: In adopting a reduced educational program which will require reduction, modification or elimination of positions involving employees, the employees required to implement the modified or reduced educational program or services shall be selected as provided below:
  - a. **Normal Turnover**: The District shall determine the number of certificated positions which will be open as a result of (a) voluntary or mandatory retirements; (b) normal resignations; (c) other transfers; and (d) leaves of absence.
  - b. **Certification**: Employees retained to implement the modified or reduced educational program shall possess a valid Washington State certificate/endorsement as may be required.
  - c. **Groupings**: Employees will be grouped district-wide first in the following categories: (1) Elementary, Grades K through 5; (2) Secondary, Grades 6 through 12. Employees will then be grouped by education specialties within the above division. Specialties are defined as normally



1           accepted academic major and/or minor fields.

- 2  
3           d. **Seniority:** When more than one employee qualifies for a position under the above criteria, the  
4           employee with the greatest seniority as an employee within the State of Washington shall be  
5           retained first.

6  
7           If it is necessary to give notice of non-renewal to employees under these procedures, the District shall  
8           prepare and distribute to all employees, prior to implementation thereof, a list ranking each employee  
9           from the greatest to the least seniority in each specialty area for which they qualify.

- 10  
11          2. **Employee Retention Listing:** Every employee in the District shall be listed in conformance with the  
12          aforementioned formula. The list shall be ordered from the highest rating (with respect to the formula)  
13          to the lowest. Every employee to which the reduction in force policy applies shall be provided with the  
14          list upon which that employee's name appears, along with the number of employees required to  
15          operate the District's proposed educational program. In addition, the Association shall be provided with  
16          a copy of the list which includes the information specified in this paragraph.  
17  
18          3. **Right to Appeal:** Any employee may, in writing, within five (5) days of the receipt of the list, file with  
19          the Superintendent his/her objections to the ranking order. The employee may request consideration  
20          of modification of the ranking order. The employee must include in the request a full statement as to  
21          the facts on which the employee contends the list should be modified. If the superintendent rejects the  
22          individual's request for modification of the list, he/she shall do so in writing and provide the individual  
23          and the Association with copies thereof.  
24

25          **Section D. Reemployment Pool (Pool)**

- 26  
27          1. **Application:** Any employee receiving a notice of non-renewal of contract pursuant to these provisions  
28          shall be eligible for a "Special Leave of Absence" without pay upon written application directed to the  
29          Superintendent and received not more than the (10) days following the receipt of the notice of non-  
30          renewal. Employees electing to take a "Special Leave of Absence" shall be placed in a pool and shall  
31          be considered for reemployment according to the same criteria and together with other personnel in the  
32          pool.  
33  
34          2. **Personnel File:** The personnel file of any employee taking a "Special Leave of Absence" shall reflect  
35          that status, and all reference to non-renewal of such an employee's contract shall be removed from the  
36          personnel file.  
37  
38          3. **Retention of Rights:** Any personnel on a "Special Leave of Absence" shall retain all rights, including  
39          credit for previous experience. Any credit for any education acquired during that one year shall be  
40          granted. Acceptance of employment as an employee in any other school district during that year shall  
41          constitute an automatic termination of the "Special Leave of Absence".  
42  
43          4. **Reemployment:** All employees who are placed in the pool for recall shall be given the opportunity to  
44          fill positions for which they are qualified. If more than one such employee is qualified for a vacant  
45          position, the criteria set forth for retention shall be applied to determine who shall be offered such  
46          position. If additional revenue shall become available, first consideration will be given to recall of  
47          employees.  
48

49                 When possible and practical, substitutes shall be hired from the pool.

- 50  
51          5. **Notice of Reemployment:** When a vacancy occurs for which an employee in the pool is qualified, a  
52          written notice shall be delivered by certified mail to the employee by the District. The employee shall

1 have ten (10) school days or fourteen (14) calendar days from the receipt of the letter to accept the  
2 position.

- 3
- 4 6. **Failure to Accept an Offer of Employment**: If the employee in the pool fails to accept the position as  
5 per notice, the employee shall be dropped from the pool.
- 6
- 7 7. **Continuation of Insurance**: Employees within the pool may pay their total medical insurance  
8 premiums to the District and in turn the District will forward the money to the appropriate medical  
9 payment centers so that the employees in the pool and/or their dependents will be included within the  
10 group medical insurance to the extent permitted by the insurance carrier.
- 11

## 12 **ARTICLE VI. INSTRUCTION**

### 13 **Section A. Academic Freedom**

- 14
- 15
- 16
- 17 1. **Definition**: The Board defines Academic Freedom as the right of an employee to pursue the search  
18 for truth in its many forms and to make public his/her methods and finding.
- 19
- 20 2. **Academic Freedom Rights**: It is the right of an employee to encourage freedom of discussion of  
21 controversial questions in the classroom and to develop in his students a love of knowledge and a  
22 desire to search for truth.

23

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

26

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

30

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

35

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

38

- 39 4. **Complaint Process**: Any complaints concerning the instructional process or materials shall be  
40 processed in accordance with Board Policy. The employee shall be provided a copy of any such com-  
41 plaint and shall have the opportunity to comment upon the material in the public hearing conducted  
42 pursuant to RCW 28A.58.758 [28A. 150.230].
- 43

### 44 **Section B. Work Load and Class Size**

- 45
- 46 1. **Placement**: When assigning students to classes, the administration/counseling office will pay  
47 particular attention to balancing the number of students who may require special needs and/or  
48 accommodations.
- 49

1 **Elementary Classroom Balancing:**

2 Teachers will initiate the classroom balancing process each year. Students in existing classes will be  
3 distributed into the appropriate number of sections by existing grade level teachers. Teachers will pay  
4 particular attention to:

- 5
- 6 • Total number of students
  - 7 • Ethnicity
  - 8 • Academic achievement including remedial and accelerated programs
  - 9 • Social-emotional needs
  - 10 • Behavior needs
- 11

12 Final class lists will be prepared by the building principal and the building counselor. When assigning  
13 students to classes they will consider student needs and the above balancing criteria.

14 Parent requests will be considered but are not guaranteed and shall not cause disproportionality. To be  
15 considered by the building principal the request:

- 16
- 17 • Must be received by May 1<sup>st</sup>.
  - 18 • Must indicate an alternate choice for request
  - 19 • Should include a reason for the request ie: student learning style, particular learning needs, social-  
20 emotional needs.
- 21

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

27

28 <b><u>Level</u></b>	29 <b><u>Maximum</u></b>
30 Kindergarten	21
31 Transition - 1	21
32 Combined Rooms	21
33 2 - 3 Grade	22
34 4 - 5 Grade	26
35 6 Grade	26
36 7th - 12th Grade	28 (maximum, 150 student/day)
37 Vocational Classes	23
38 Music Specialist	501/00FTE students = 2 hours of paraprofessional time per day.
39 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.
40 P.E.	501/00FTE students = 2 hours of paraprofessional time per day.
41 Media Specialist	501/00FTE students = 3 hours of paraprofessional time per day.

42 K-6 Aide time will be as stated below as minimums.

43

44 Kindergarten	2 hours/class
45 Transition – 1 grade	1.5 hours/class
46 2 – 3 grade	1.25 hours/class
47 4 – 5 grade	1 hour/class
48 6 grade	1 hour/class

49

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

3  
4 6<sup>th</sup> Grade Band is included into the present 6<sup>th</sup> grade class size limit (27 students), unless there is more  
5 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  
6 band teacher has more than 27 beginning band students, then the teacher will receive one hour of aide  
7 time. Whenever class size decreases to 27 students for two consecutive weeks, the one hour of aide  
8 time will be rescinded. Please note, if there is not a musically knowledgeable aide available then the  
9 teacher will receive \$2.00 over per student.

- 10  
11 3. **Exceptions to Class Size Limits:** Where the Association has agreed in writing to make an exception,  
12 class size shall be mutually determined within each building by the employees directly involved, the  
13 Association Representative and the building principal based upon the number of learning stations,  
14 available equipment, safety factors, etc. Large group instructional settings, such as music and P.E. will  
15 be the exception to the maximum numbers. Secondary P.E. and Secondary Music shall be 33:1  
16 maximum.  
17  
18 4. **Overload Remedies:** In the event any class size maximum is exceeded by one (1) or more students  
19 for five (5) consecutive days the principal shall confer with the employee, discuss alternative solutions  
20 which may include transferring students, adding aide time for the employee, adding employees,  
21 restructuring classes to create grade level combinations, additional compensation for the employee or  
22 any other educationally sound possibilities. After consultation with the building principal/supervisor, it  
23 will be the employee's choice what overload remedy they prefer.  
24

25 If the employee, Association Representative, principal and Superintendent agree on a solution that is  
26 within the authority of the Superintendent, the solution shall be implemented.  
27

#### 28 **a. Compensation**

- 29  
30 1. **Elementary Employees:** If the overload affects an elementary employee K-5 teachers, the  
31 pay shall be twelve dollars (\$12.00) per student day (one student for one full day). Teachers  
32 (regular and specialists) who have part-time students enrolled in their class and exceeds the  
33 maximum number of students allowed per class, will be paid \$2.00 for each hour that student is  
34 in her/his class or the time the teacher spends making parent contact time.  
35 2. **Elementary Specialist and Secondary Employees:** If the overload affects an elementary  
36 specialist (music or P.E.) or secondary employee, the pay shall be two dollars (\$2.00) per  
37 student hour.  
38 Employees shall be paid from the sixth day of the overload.  
39

#### 40 **b. Aide Time**

41  
42 In the event that the aide time is chosen, it will be at the following ratio: One-half (1/2) hour of aide  
43 time for each student over the maximum. On the day the class resumes maximum size, the aide  
44 time may be discontinued.  
45

- 46 1. For each student over the maximum size, ½ hour of aide time will be provided.  
47 2. Classroom aide time will not include ESL, Special Education, Computer Specialist, or aide  
48 time for recess, lunch, breakfast, or bus duties. All other aide time will be counted.  
49 3. Aide time will be decreased if the District experiences a double levy failure.  
50 4. Student aide time will be based upon actual body count.

5. The time of day at which aide time is provided will be established by administration according to the building schedule. All aide time will be scheduled in one hour minimum blocks and no teacher will have more than two aides working with them.

**5. Special Education Caseload:**

**Caseloads/Student Numbers**

<u>Caseload</u>	<u>Maximums</u>
SLP (one or more sites)	Any combination of student caseloads up to 50
OT/PT (one or more sites)	Any combination of student caseloads up to 50
Resource Teachers: Elementary Middle School High School	24 IEPs on a caseload 22 IEPs on a caseload 26 IEPs on a caseload
Life Skills Special Education Teachers: Elementary MS/HS	10 IEPs on a caseload 12 IEPs on a caseload

**6. Special Education Overload Remedies:**

Any caseload more than two (2) higher than the caseload numbers in the chart above will be paid at the Gen ED overage rates.

**Section C. Plan Time**

1. **Use:** All time which is not assigned for classroom contact time, extracurricular activities or other non-classroom instructional duties shall be used by employees in preparation of classroom materials and/or professional preparation and advancement.

2. **Elementary:** All elementary employees (K-5), including specialists, shall have scheduled no less than two-hundred and twenty-five (225) minutes per week. Included as preparation time shall be all time during which the employee's classes are receiving instruction from various specialists.

Elementary specialists prep time must be in a minimum of 30-minute blocks to be calculated as prep time, and there will be no more than three consecutive classes without a break. If the prep time is a minimum of 15 minutes and adjacent to the 15/15 bar before or after school, then it can be considered as prep time.

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

4. **Secondary:** All secondary (6-12) employees, with exception of specialists in the area of ESL, Title, and Lap, shall have scheduled no less than fifty (50) minutes per day except for those days when it is a scheduled early release day. On those days, the periods will run according to the Early Release

1 rotation schedule for grades 6-12. No employee shall have more than four (4) preparations day.  
2 Compensation will be .25 hours per prep over four (4) per day at per diem. A different prep is defined  
3 as either different grade levels and/or curriculum taught.  
4

- 5 5. **Secondary Special Education Teachers:** All secondary special education teachers (6-12) will receive  
6 either an extra prep period per day or up to 18 days of extra compensation at a per diem rate per  
7 school year to compensate for extra time required of special education teachers, as decided by the  
8 special committee. Every effort will be made to provide MS/HS Special Education teachers with first  
9 period prep to accommodate for morning meetings.  
10

- 11 5. **Loss of Preparation Time:** Employees shall not be asked to assume the responsibility for another  
12 employee's classes during his/her preparation time, except in unforeseen emergencies, or because of  
13 time limitations, arrangements for regular substitutes cannot be made. In the event the District  
14 experiences an emergency that would require the scheduling away of plan time the employee so  
15 affected shall be paid an additional stipend equal to a proration of the employee's base salary.  
16

17 Elementary Teachers on Special Assignment, Title teachers, school psychologist will receive per diem  
18 pay for substituting up to a maximum of four (4) hours per day. Every effort will be made to find a  
19 qualified substitute teacher before utilizing certificated staff within the building.  
20

21 Variations may occur to meet local building needs and situations, including staff meetings and  
22 alteration of the student day or schedule. In order to allow for flexibility in scheduling on half-days, each  
23 period will meet the same amount of time over the calendar year.  
24

- 25 7. **15/15 Bar:** This section is not to be computed as a part of the plan time defined above, but is to be  
26 used by employees as additional plan time, time for giving students extra assistance, conferences,  
27 consultations, faculty meetings, supervision and similar professional purposes. The following  
28 stipulations exist:  
29

- 30 a. Staff will be required to make mandatory meetings, such as faculty meetings, staff training, special  
31 education meetings, etc., but employees may subtract that same amount of time to attend those  
32 required meetings from the required 37 ½ hours per week (Monday through Friday).  
33  
34 b. The other 150 minutes per week (M-F) allowed for student and/or parent meetings will be decided  
35 by the teacher. (For coaches and advisors, the 150 minutes per week cannot overlap their  
36 coaching/advising time.) Consequently, teachers will need to include this 150 minutes of allotted  
37 time into their weekly Monday – Friday schedules. In the case of coaches/advisors, they may change  
38 their flexible 150 minutes per week of conference time up to, and including, 3 times per year to  
39 accommodate their changing seasonal extra-curricular schedules. Teachers may change their  
40 flexible 150 minutes per week of conference time with approval from their principal and proper  
41 notification of students and parents.  
42  
43 c. The teachers' scheduled time for 150 conference minutes per week must be posted on their  
44 classroom doors, in the principals' offices, sent home with students and to students' parents, and be  
45 posted on the district's website.  
46  
47 d. All teachers must have posted, as a minimum, a 37 ½ hour work week. (The district still recognizes  
48 it has the right to require a 7 ¾ hour work day, as per contract)  
49

- 50 8. **Part Time Employees:** Part time employees shall be granted plan time proportionate to the amount of  
51 time they are employed.  
52

1 **Section D. Incidental Supplies and Materials**

2  
3 The District agrees to reasonable reimbursement of employees for the incidental classroom supplies and  
4 materials within sixty (60) days of purchase, upon presentation of receipts and subject to building principal  
5 approval. Prior approval of such purchases is desirable.  
6

7 **Section E. Student Discipline**

- 8  
9 1. **Policies:** The Board shall develop and maintain student discipline policies that establish general  
10 disciplinary rules and procedures.  
11  
12 2. **Distribution of Disciplinary Plan:** No later than September 15, of each school year, the principal shall  
13 distribute to and review with employees, policies on student discipline. This review shall provide ample  
14 opportunity for discussion of federal and state laws concerning student discipline and employee's rights  
15 and responsibilities related hereto.  
16  
17 3. **Employee/Principal Responsibility:**  
18  
19 a. **Employee:** Every employee shall have the right and responsibility to maintain and be held  
20 accountable for student behavior consistent with a good educational atmosphere and in  
21 accordance with rules and regulations adopted by the State Board of Education, District policy,  
22 and the building's disciplinary plan.  
23  
24 b. **Principal:** The Principal shall support and uphold employees in their efforts to maintain  
25 discipline in accordance with rules and regulations adopted by the State Board of Education,  
26 District policy, and the building's disciplinary plan.  
27  
28 4. **Referrals:** Whenever employees make written referrals for discipline, a copy of such referral shall be  
29 given to the building administrator/principal. The building administrator/Principal will make every  
30 effort to provide the referring teacher with a response within two school days unless there are  
31 extenuating circumstances preventing the administrator/Principal from responding in two-day  
32 time period.  
33

34 **Section F. Non-Teaching Duties**

- 35  
36 1. Employees shall not be required to routinely perform non-instructional duties such as bus duty, hall  
37 duty and playground duty.  
38  
39 2. The Parties agree that there are additional responsibilities of employees which may occur at times  
40 outside the usual workday. Requests by building administrators for employees to perform these  
41 additional responsibilities shall be made on a fair and equitable basis.  
42

43 Certain additional responsibilities shall be paid at the rates indicated in Appendix B and contracted on a  
44 supplemental contract.  
45

46 Any extra time worked after the contract day will be paid at per diem rate.  
47

48 **Section G. Grading**

49  
50 Employees have the exclusive right and responsibility to determine grades and other evaluations of  
51 students. Administrators may investigate grading and evaluations and concerns. No grade or evaluation  
52 shall be changed without the approval of the employee and the signature of the principal. No Board or

1 administrative pressure shall be applied to any employee regarding grading or evaluation of students.

2  
3 **Section H. Grant Writing**

4  
5 Before a grant is written, the grant writer will ask for input from those teachers who may be affected. If the  
6 teachers involved do not approve of the grant, the grant writer may appeal to the superintendent. The  
7 superintendent, after reviewing the grant, written comments by the grant writer, teachers being affected and  
8 the Building Administration's recommendation, will make the final decision as to whether or not to pursue the  
9 grant.

10  
11 **Section I. School Psychologist:** The School Psychologist shall be recognized as an Educational Staff  
12 Associate (ESA) by the School District.

- 13  
14 a. Caseload: Psychologist's caseload may consist of one or more sites within the district and may  
15 be comprised of any combination of General Education student caseloads up to 1050. For every  
16 additional 100 students the Psychologist shall receive an additional \$500 paid on a supplemental  
17 contract.  
18 b. Contracted Day: Psychologist's work day shall be commensurate with Article VIII, Section E.,  
19 Work Day.  
20 c. Meeting Attendance: Evaluation meetings are mandatory for the School Psychologist. Every  
21 effort will be made to avoid scheduling an evaluation meeting before school as well as, after school  
22 on the same day. If the School Psychologist is required to attend two evaluation meetings in one  
23 day, per diem rate will be paid for any time over the contracted 7.5 hours worked.  
24

25 **ARTICLE VII. LEAVES**

26  
27 **Section A. Illness, Injury and Emergency Leave**

28  
29 1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited with  
30 twelve days of Illness, Injury, and Emergency Leave, which shall be referred to hereafter as "sick  
31 leave." Employees who are less than full time shall receive a prorated portion of such leave. Unused  
32 sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave  
33 balance will be made known to him/her on each paycheck stub. Sick Leave earned but unused in all  
34 school districts within the State of Washington shall be credited to the employee's sick leave account  
35 upon employment.

- 36  
37 a. **Personal Illness, Injury or Disability:** The District shall grant sick leave to an employee  
38 when the employee is unable to perform duties because of sickness of body or mind.  
39  
40 b. **Parental Leave:** The District shall grant sick leave for pregnancy, childbirth and related  
41 temporary disability to employees, to the extent the employee's physician certifies the  
42 employee's temporary disability. The District shall also grant sick leave for a parent to bond  
43 with their newborn, adopted, or foster child.  
44

45 Employees requesting maternity leave shall notify the District as early as possible prior to the  
46 beginning of the leave and shall indicate the expected date of return at the time the leave is  
47 requested. Employees shall advise the District of the exact date of return as soon as that date  
48 is known to the employee.  
49

- 50 c. **Family Illness:** The District shall grant sick leave to employees in the event of illness within  
51 the immediate family of the employee. For purposes of this provision, immediate family shall  
52 mean spouse, parent, child, grandchild, grandparent, sibling, or those of the employee's



1 spouse, or a person living in the same household as the employee. Special consideration will  
2 be given by the administration.  
3

4 d. **Emergency:** The District shall grant sick leave to employees in the event the employee has  
5 an emergency, defined as a problem that has been suddenly precipitated or is unplanned; or  
6 where pre-planning could not relieve the necessity for the employee's absence.  
7

8 e. **Military Leave:** Military Leave shall be available to an employee in a manner that is consistent  
9 with Board policy 5407 and state law.  
10

11 f. **Other:** The District shall grant leave in a manner consistent with state law to represented  
12 employees in the event the employee or the employee's family member is a victim of domestic  
13 violence, sexual assault, or stalking.  
14

15 2. **Sick Leave Exhaustion:** In the event an employee's accumulated sick leave is exhausted, but more  
16 sick leave is required by the employee pursuant to the provisions set out above, the employee may  
17 request and the District shall grant a leave without pay for the period of time needed to return to work  
18 or the end of the school year, whichever is sooner. The employee shall advise the District of the  
19 expected duration of the leave at the time of request for the leave.  
20

21 3. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an  
22 accumulation of sixty (60) days at a ratio of one full day's pay for each four days of accumulated  
23 unused sick leave (accumulated in the previous calendar year), in January of each year following any  
24 year in which a minimum of sixty (60) days of sick leave are accumulated. The employee's sick leave  
25 accumulation shall be reduced four (4) days for each day compensated.  
26

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

34 The monies paid pursuant to this provision shall not be included for the purpose of computing a  
35 retirement allowance under any public retirement system in the State, and shall be in accordance with  
36 the rules and regulations of the Superintendent of Public Instruction.  
37

### 38 **Section B. Professional Leave**

39  
40 1. **Purpose:** Employees may be granted professional leave by the District for the purpose of representing  
41 the District at professional meetings, tests related to certification if required for current teaching  
42 assignment and/or requested by the district, and activities including curriculum and in-service meetings  
43 and testifying before legislative committees involving education matters where the purpose of such  
44 meetings and activities is to improve the professional qualifications of the employee, to enhance the  
45 educational program of the District, or to benefit the educational community generally.  
46

47 2. **Approval:** District approval must be obtained prior to attending any such meeting. Employees  
48 requesting permission to attend professional meetings under this section shall submit written request  
49 through the employee's building principal. Such attendance shall be without loss of pay and the  
50 District shall reimburse the employee for reasonable expenses in accordance with the District policy  
51 and upon prompt submission of expense vouchers.

- 1  
2 3. **Classroom Visitations:** Release time for classroom visitation may be granted but must be arranged  
3 with the principal and approved by the Building Principal.  
4

5 **Section C. Court Appearance Leave**  
6

7 The District shall grant Court Appearance Leave as follows:  
8

- 9 1. **Jury Duty:** Employees who are called to serve on a jury.  
10  
11 2. **Subpoenas:** Employees who are subpoenaed to testify in court as a party to an action against the  
12 District or a defendant in a criminal action.  
13

14 **Section D. Long Term Leave of Absence**  
15

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

24 **Section E. Personal Leave**  
25

26 The District shall grant employees three (3) days of personal leave with pay each year, but. Personal days  
27 may be rolled over with a maximum of six (6) personal days accumulated. Notice of intended use of such  
28 leave shall be given by employees at least five (5) working days in advance of the leave and shall not be  
29 granted leave during the last five (5) working days before the school year ends without permission from the  
30 superintendent. In June of each year, certified staff may be compensated for up to three (3)  
31 unused personal days at their daily per diem rate.  
32

33 **Section F. Association Leave**  
34

35 The President of the Association and/or the duly designated appointee shall be provided up to ten (10)  
36 days of leave per year, non-accumulative, to participate in area, regional, state and national organizational  
37 meetings and conferences and to attend Association business. Such leave shall be with pay, less actual  
38 substitute costs incurred. The Association may compensate the employee for such amounts as deducted.  
39

40 Requests for any leave provided in this section must be made in writing to the Superintendent at least five  
41 (5) days before the leave is to be taken and is contingent upon availability of qualified substitutes. An  
42 employee requesting such leave shall prepare and provide the substitute with adequate lesson plans and  
43 instructions. No more than four (4) employees shall be permitted to be absent from the District at any one  
44 time on Association leave.  
45

46 **Section G. Child Rearing Leave**  
47

48 The District may grant unpaid child rearing leave of up to one year to any employee for the purpose of  
49 rearing a natural or adopted child. In the event of adoption, such leave may not include time for court legal  
50 procedures, home study and evaluation, and required home visitations by the adoption agent not possible  
51 to schedule outside of the regular working hours. An employee returning from such leave shall be placed

1 in the position last held or in a similar position in the District.

2  
3 **Section H. Bereavement Leave**

4  
5 The District shall grant employees up to five days with pay per occurrence for death in the immediate family  
6 of employees which includes step-children. The District shall grant employees one day of bereavement  
7 leave in cases of bereavement involving friends, students or colleagues. Additional bereavement shall be  
8 granted as emergency leave.  
9

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

- 11  
12 1. **Eligibility:** Any employee employed for one (1) year shall be eligible for Family Leave. An employee  
13 must work a minimum of 840 hours in the previous qualifying period to be eligible for FMLA leave.  
14  
15 2. **Usage:** Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month  
16 period for any of the following reasons:  
17  
18 a. to care for the employee's child after birth, or placement for adoption or foster care;  
19  
20 b. to care for the employee's spouse, child, or parent who has a serious health condition; or  
21  
22 c. for a serious health condition of the employee.  
23  
24 3. **Notification:** The employee shall provide the District thirty (30) days advance notice of his/her intent to  
25 use Family Leave when the need for the leave is foreseeable.  
26  
27 4. **Job Benefits and Protection:** The District shall insure the following provisions:  
28  
29 a. maintain the employee's full health plan during the duration of Family Leave,  
30  
31 b. grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on  
32 unpaid Medical Leave,  
33  
34 c. grant the employee his/her previous position or an equivalent position upon return from Family  
35 Leave; and  
36  
37 d. maintain any employee equivalent benefits and salary that accrued prior to the start of Family  
38 Leave.  
39  
40 e. an employee on family leave whose sick leave has exhausted shall continue to receive from the  
41 District their full share of FTE insurance benefits provided they have a contractual relationship  
42 with the District.  
43  
44 5. For further details see Board Policy 5404.

45  
46 **Section J. Sick Leave Sharing**

47 The District shall establish and administer a leave sharing plan in which eligible employees may donate  
48 leave for use by a staff member who is suffering from, or has a member of their immediate family suffering  
49 from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. Such a program  
50 is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay  
51 or terminate his/her employment with the District. An employee may also use this leave for pregnancy

1 disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's  
2 family member is a victim of domestic violence, sexual assault, or stalking.

3  
4 An employee who has an accrued sick leave balance of more than twenty-two (22) days may  
5 donate to the leave sharing program. Employees cannot donate sick leave days to the leave  
6 sharing program that would result in their sick leave account going below twenty-two (22) days.  
7 Recipients will be limited to no more than 180 days sick leave. An employee may retain up to forty  
8 (40) hours of their sick leave when applying for leave sharing.

9 This leave sharing program shall be conducted in accordance with State laws and regulations.  
10 For further details see Board Policy 5406

## 11 **ARTICLE VIII. FISCAL MATTERS**

### 12 **Section A. Salary:**

- 13  
14  
15  
16 1. **Salary Schedules:** The Employee Salary Schedule shall be the table of Base Salaries for Certified  
17 Instructional Staff (CIS) which is annexed as Appendix "A". The employee Supplemental Pay schedule  
18 is annexed as Appendix "B".

19  
20 The salary schedule (Appendix A) will be increased by an additional 1% in the 2020-2021 school year  
21 and 0.5% in the 2021-2022 school year. Any additional funding provided by the state for CIS will be  
22 renegotiated on a yearly basis.

### 23 **Section B. Salary Placement and Advancement:**

- 24  
25  
26 1. **Schedule:** Employees shall be paid according to their placement on the salary schedule which is  
27 attached to and made a part of this Agreement as Appendix A.

- 28  
29 2. **Required Certificates:** All employees shall provide proof of certification for the position for which  
30 they are hired as required by State law, at the commencement of the school year.

- 31 3. **Initial Placement**

32 a) **Transcripts**

33 New employees must file official transcripts of college credits with the Superintendent prior to  
34 qualifying for placement on the salary schedule.

35  
36 b) **Educational Credits**

37 Credit shall be allowed for upper division and graduate level credits and/or acceptable clock hour  
38 equivalents, provided they qualify for certification renewal, evaluation requirements, meet clock  
39 hour requirements of the state, or are accepted by the District to meet District initiatives or  
40 programs. Ten (10) clock hours is equal to one (1) credit for salary schedule placement or  
41 movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

42  
43 c) **Educational Placement (Degrees/Columns)**

44 New employees with District approved ~~creditable outside~~ teaching experience shall be placed on  
45 the appropriate column for educational attainment as determined by the number of upper division  
46 and graduate level credits and/or acceptable clock hour equivalents.

47 Occupational Therapists, Physical Therapists, and Speech Language Pathologists shall be given  
48 credit for experience in their related field, as determined by the District, that occurs outside the

1 school setting and placed on the salary schedule at their appropriate level for experience and ESA  
2 certification.

3  
4 d) Experience Placement (Years/Rows)

5 Individuals who have verified and approved work experience in the State of Washington, out-of-  
6 state and/or a foreign country shall be placed on the salary schedule on a one-for-one basis up to  
7 the maximum step for salary schedule purposes.

8 CTE instructors will be credited for related work experience years of service, as determined by the  
9 District, above those required for initial certification, shall be placed on the salary schedule on a  
10 one-for-one basis up to the maximum step for salary schedule purposes.

11 Experience credit towards salary schedule advancement will be the cumulative sum of the years of  
12 experience.

13  
14 e) Military Experience

15 Only active duty military service gained prior to September 1, 1976, shall be recognized for salary  
16 credit purposes. One year of salary credit shall be granted for two years of recognized military  
17 service experience. Credit for partial years less than two shall be granted on a one for two basis.

18 Two years of salary credit shall be granted for three years of recognized military service  
19 experience. No other military service experience shall be recognized.

20  
21 4. Professional Advancement

22  
23 a) Educational Credits

24 Employees shall advance (when educational credits/clock hours earned make them eligible) to the  
25 next higher vertical column(s), provided that the credits and/or acceptable clock hour equivalents  
26 meet the requirements set in 3b above. Ten (10) clock hours is equal to one (1) credit for salary  
27 schedule placement or movement. All acceptable clock hours must be provided by an OSPI  
28 approved clock hour provider.

29  
30 b) Experience

31 Employees shall advance to the next higher horizontal row(s) for each year's teaching experience,  
32 as per the salary schedule.

33  
34 5. Timeline: Classification on the salary schedule is for the full contract year. No change in  
35 classification shall be made for professional credits earned except as provided below:

36  
37 a) Salary Adjustments

38 Salaries shall be adjusted as of the beginning of the contract year, for educational credits/clock  
39 hours earned prior to September 10, provided that notice is given to the District on or before  
40 September 10. If for some circumstance beyond the control of the employee, the college  
41 transcripts are not available and the District has been advised by the college of the credit, the  
42 transcripts must be provided by the employee no later than November 1. After that date, the  
43 individual contract shall be adjusted to reflect the original credit and experience due the employee.

44  
45 b) Proof of Credits

46 Proof of credits/clock hours earned shall be by official transcript/form as recognized by the state for  
47 proof of credits/clock hours.

48  
49 6. **Increments:** Increment steps for experience and advanced education shall be granted September  
50 1, of each year.

1 7. **Payment:** Pay warrants for each month shall be issued on the last business day of the county.  
2

3 8. **Errors in Computation:** Errors in computation related to salary and/or fringe benefits shall be  
4 brought to the attention of the employee as soon as discovered. In the event the District has made an  
5 over payment, the District and the employee shall work out a mutually agreeable plan for payback. In  
6 the event the District has underpaid, the deficit shall be made up immediately.  
7

8 9. **Date of Professional Credit:** Classification on the salary schedule is for the full contract year. After  
9 November 1<sup>st</sup> of each year, no changes in classification will be made until the following contract year.  
10 Notification of educational credits earned shall be by official transcript only. The District will offer clock  
11 hours whenever possible.  
12

### 13 **Section C. Advanced Study Scholarship -- Annual Awards**

- 14
- 15 1. The District will offer a minimum of 5 advanced study scholarships, which may also include testing fees  
16 associated with certification to selected employees.  
17
  - 18 2. Employees in the District and who hold a continuing or standard certificated shall be eligible to  
19 apply.  
20
  - 21 3. Selection of recipients shall be made by an ad hoc scholarship committee appointed by the  
22 Superintendent.  
23
  - 24 4. The payment of the scholarship stipend will be made upon submission of a transcript or similar  
25 evidence that the study or test has been completed.  
26
  - 27 5. The District shall establish a minimum advance study scholarship fund for this provision in the amount  
28 of \$3,000 per school year.  
29

### 30 **Section D. Insurance Benefits**

#### 31 **1. Availability**

- 32
- 33 a. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid  
34 leave hours shall count towards the 630 hours used to determine eligibility for benefits. For  
35 purposes of benefits provided under SEBB, a school year shall mean September 1 through August  
36 31. The effective date of coverage is the first day of the month following the day the employee  
37 begins work.
  - 38 b. Open enrollment begins as per SEBB rules
  - 39 c. Individuals must enroll on-line themselves or with forms provided by SEBB.  
40

#### 41 **2. Benefits**

- 42 a. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic  
43 life/accidental insurance and long-term disability insurance. Employees may select optional  
44 benefits at their own expense.
- 45 b. Employees will select a carrier approved by SEBB and available in the county they live in or as per  
46 SEBB rules.  
47

#### 48 **3. Premiums**

- 49 a. The district shall pay their portion of the employee premium as established by SEBB.
- 50 b. Employees will be responsible for their portion of the premium.
  - 51 c. Premium surcharges will be paid by the employee.

1       **4. Benefit Termination**

2       Any employee terminating employment shall be entitled to receive the District insurance  
3       contribution for the remainder of the calendar month in which the contribution is effective. In cases  
4       where separation occurs after completion of the employee's full contract obligation (i.e. the end of  
5       the school year), benefit coverage will continue through August 31 of that year.

6  
7       **5. Implementation Issues**

8       The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or  
9       disagreements that develop as the SEBB program is implemented.  
10      Should any contract language be found not to be allowed under State law and/or SEBB rules, State  
11      law and SEBB rules shall govern.

12  
13      **6. Additional Options**

14      In addition, any employee may participate in any other approved voluntary programs, provided, all  
15      premiums will be paid from payroll deductions by the employee and are approved by SEBB.

16  
17      **7. Deductions**

18      Upon receipt of written authorization from each employee, the District agrees to deduct from the  
19      salary of its employees, premiums for those insurance and annuity programs pursuant to RCW  
20      28A.405.400. The sums that are deducted as premiums for such insurance and annuity programs  
21      will be forwarded in accordance with the written authorization.

22  
23      **8. Employees on Leave or RIFed**

24      An employee who is on District approved leave or has been laid off by District action, and is in the  
25      reemployment pool, shall be eligible to participate at their own expense in the health insurance  
26      program, if the employee so desires.

27  
28      **Section E. Work Year**

29  
30      The length of the regular certificated employee contract shall be one hundred eighty (180) Basic Education  
31      Days.

32  
33      **Section F. Work Day**

- 34  
35      1. Employees cannot be required to be in their respective school and duty station more than thirty (30)  
36      minutes before the pupil day begins and more than thirty (30) minutes after the normal pupil day ends.  
37      Employees may be assigned appropriate starting and dismissal times, providing their workday shall not  
38      be longer than seven and three-quarter (7 3/4) hours. All employees will be provided with a thirty (30)  
39      minute, duty free lunch period.  
40      2. All full time classroom employee's pupil contact hours shall be sufficient to meet state law and  
41      regulations. Classroom contact hours shall be exclusive of the time required to be spent for  
42      preparation, conferences, staff meetings, or any other non-classroom instructional duties. Classroom  
43      employees employed less than full time shall have a proportionate amount of pupil contact time.  
44

45      **Section G. Individual Employee Contracts**

- 46  
47      1. **Individual Contract**: Individual employee contracts or employment agreements shall be on a standard  
48      form contract conforming to state laws and regulations.  
49  
50      2. **Supplemental Contracts**: All individual employee supplemental contracts shall define the nature of the  
51      duties to be performed by the employee under such contract.

- 1 3. **Extended Service Contracts:** The following regular extended service contracts shall be calculated on  
2 the basis of each employee's base salary divided by one hundred eighty (180) and the resultant daily  
3 rate multiplied by the total number of additional days required under the extended service contract;  
4 provided however, this provision shall not preclude the District from entering into contracts for special  
5 projects which are not deemed regular extended service contracts.  
6  
7 a. Employees shall be granted two (2) days with pay. Said days shall be scheduled prior to  
8 classes beginning in the fall. During those two days prior to the start of school, no more than  
9 one (1) day total will be used for District meetings. Teachers will have a minimum of one day  
10 for preparation of students and classrooms, which will be paid on a supplemental contract.  
11  
12 b. Employees shall be granted four (4) **TRI** (time/responsibility/incentive) days with pay at per  
13 diem and paid over twelve equal payments. One half-day (0.5) will be District-directed for Safe  
14 Schools training completion. Three and half (3.5) days shall be employee directed and deemed  
15 done. Staff will make every effort to attend events outside of the school day such as  
16 orientations, back to school nights, family curriculum nights, etc., suggested events will include  
17 only events that existed from the 2018-2019 school year.  
18  
19 c. Employees shall receive their per diem rate of pay for parent/teacher conferences held outside  
20 of the employee's work day as defined in Section E. Work Day.  
21  
22 d. Employees shall receive three (3) professional development days that are District-directed with  
23 staff input. These days will be paid at per diem.  
24  
25 4. **Release Time:** Employees shall receive one-half day release time at the end of the first, second, third  
26 and fourth quarter as preparation for report cards with grades due no earlier than eight o'clock a.m. the  
27 following business day for grade 6-12 teachers.  
28  
29 5. **Room Transfers:** The district recognizes that when a teacher is required to move from one classroom  
30 to another classroom additional time is needed by the teacher to get the new classroom ready for the  
31 first day of school. Therefore, the District will pay for the two (2) days, at per diem rate, when a Building  
32 Principal requires a teacher to move from one classroom to another classroom.  
33

#### 34 **Section H. Calendar**

35  
36 The Board shall approve a school calendar that reflects input from the Association and one that conforms to  
37 the following:  
38

- 39 1. The employee work year shall begin no earlier than the Monday before Labor Day unless mutually  
40 agreed upon by the District and OEA.  
41 2. The first three (3) student weeks shall consist of any combination of three (3) days, four (4) days or five  
42 (5) days.  
43 3. Winter break shall include, as a minimum, December 23 through January 1.  
44 4. Spring break shall be in March or April with five consecutive days (Monday through Friday).  
45

#### 46 **Section I. Attendance at Meetings and Conferences**

47  
48 Employees who attend approved curriculum conferences and professional meetings shall be entitled to  
49 reimbursement for travel expenses, registration fees, meals, lodging, and necessary expenses in  
50 accordance with District policy. Requests for approval shall be submitted to the Superintendent through  
51 the employee's supervisor. The employee shall suffer no loss of pay.  
52



1 **Section J. Travel Reimbursement:**

2  
3 An employee shall receive travel reimbursement equal to that amount paid by the State to State employees  
4 (See Board Policy 5341, as of 5-19-93).

5  
6 **Section K. Extracurricular Employment:**

- 7  
8 1. **Stipend:** Employees who are offered extracurricular employment shall be paid stipends as set out in  
9 the Employee Salary Schedule, which is attached to and made a part of this Agreement as Appendix A.  
10 All stipends will be listed in the OEA contract.  
11  
12 2. **Contract and Job Description:** The District shall issue a Supplemental Contract for each such job  
13 offered and accepted, and shall attach a detailed Job Description with each such Supplemental  
14 Contract.  
15  
16 3. **Extra Compensation:** In the event an employee is required to perform work that is not normally a part  
17 of his/her extracurricular job description, he/she shall be compensated at per diem for such work.  
18  
19 4. **Removal of Contract Offer:** In the event the District determines not to re-offer a supplemental contract  
20 to an employee, it shall advise the employee in writing, with reasons, prior to the last contract day of  
21 the school year.  
22  
23 5. **Not a Condition of Employment:** Neither a determination by the District to offer or not to offer  
24 supplemental contract employment to an employee, nor an agreement by an employee to accept or not  
25 accept supplemental contract employment shall be made a condition of continuous or future  
26 employment with the District pursuant to RCW 28A.405.240.  
27

28 **Section L. Elementary and Secondary Parent-Teacher Conferences:**

29  
30 Per diem rate for Elementary classroom teachers to conduct parent-teacher conferences will be twenty-five  
31 (25) minutes per student, times the number of students in class, minus the total number of minutes allowed  
32 for conference time.

33  
34 Secondary spring NAV 101 parent-teacher-student conferences shall be allowed 25 minutes per  
35 conference.  
36

37 **Section M. Early Notification of Resignation/Retirement**

38  
39 Employees who give early resignation/retirement notification (except due to disciplinary reasons) will be  
40 eligible for the following compensation. Compensation for notification prior to the January School Board  
41 meeting will be equal to 4 days per diem. Compensation for notification prior to the February School Board  
42 meeting will be equal to 3 days per diem. Compensation for notification prior to the March School Board  
43 meeting will be equal to 2 days per diem. This time must be time sheeted for non-work hours and closeout  
44 responsibilities. **(Use notification form, Appendix C)**  
45

46 **Section N. Employee Release from Contract**

- 47  
48 1. Employees who are contemplating leaving the district for the following school year will notify their  
49 building principal by April 1.  
50 2. When an employee resigns a position (by not signing a contract or by writing a letter of resignation  
51 after signing a contract) the district will advertise the vacancy in and out of the district at the same  
52 time.

3. The school board will allow certified employees to break signed contracts up to, and including, two weeks after the last day of school.
4. After two weeks after the last day of school, the school board will only break a signed, certified contract when the administration has a recommendation to the board to hire a candidate who has the same of better attributes and abilities as the employee wishing to leave.

### **Section O. Tuition Support**

The Okanogan School District will provide tuition support to current in district teacher candidates who are in pursuit of earning an initial teaching/ESA certification. To this end, the District will provide financial support as follows:

- 1) One current staff member per year will be selected from an application process to receive tuition assistance up to \$5,000 per year to attend an accredited, district approved institution of higher learning.
- 2) Enrollment must be verified by the institution to receive tuition support.
- 3) The tuition support will continue for up to four consecutive years per selected applicant who attends the college/university while pursuing a teaching degree/ESA degree.
- 4) The District Office shall submit tuition directly to the institution.
- 5) The selected individual must be in good standing with the institution and District to receive ongoing tuition support.
- 6) Application for tuition support shall be made to the Superintendents Office on or before May 1. The District shall notify the recipient(s) by June 1.
- 7) The selected employee shall commit to the district three full years of employment after earning their teaching/ESA certificate, The District may pursue recapture of all financial support from the individual who fails to full fill this agreement.
- 8) This provision may be suspended if the District suffers from bonafid financial setbacks. i.e. levy failure.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

### **Section A. Definitions:**

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

### **Section B. Time Limits:**

If the grievant fails to file or appeal according to the time-lines set out herein, the grievance may not be further pursued and will be resolved according to the last formal response. In the event the District or its

1 agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified  
2 time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

3  
4 **Section C. Rights to Representation:**

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

16  
17 **Section D. Individual Rights:**

18  
19 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to  
20 discuss the matter through administrative channels and to have the problem adjusted without the  
21 intervention of the Association, as long as the Association is notified in writing of the disposition of the  
22 matter and such disposition is not inconsistent with the terms of this Agreement.  
23

24 **Section E. Procedure:**

25  
26 Grievances shall be processed in the following manner:

27  
28 **STEP 1. Supervisor:** The Parties encourage employees and their supervisors to attempt to resolve  
29 problems through free and informal communications prior to filing formal grievances.

30  
31 Within fifteen (15) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal  
32 grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference  
33 between him/her self, the grievant and the Association Representative to take place within five days after  
34 receipt of the grievance. The supervisor shall provide the grievant and the Association with a written  
35 answer to the grievance within five days after the meeting. Such answer shall include all reasons upon  
36 which the decision was based.  
37

38 **STEP 2. Superintendent:** If the grievant is not satisfied with the disposition of the grievance at Step 1, or  
39 if no decision has been rendered within the time line, the grievance may be appealed to the  
40 Superintendent, provided it is done within 5 days at the end of Step 1. The Superintendent shall arrange  
41 for a hearing with him/her self, the grievant, the first level supervisor and the Association Representative, to  
42 take place within five days of his/her receipt of the appeal. The grievant and the Association shall have the  
43 right to include in the representation such witnesses they deem necessary to develop the facts pertinent to  
44 the grievance. Upon conclusion of the hearing, the Superintendent will have five days to provide his/her  
45 written decision, together with the reasons for the decision to the grievant and the Association.  
46

47 **STEP 3. Binding Arbitration:** If the Association is not satisfied with the decision at Step 2, or if no  
48 disposition has been made within the time-line, the Association may submit a Demand for Arbitration to the  
49 American Arbitration Association (AAA), along with a copy to the Superintendent, provided it is done within  
50 30 days of receiving the Superintendent's decision in Step 2. The arbitration shall be controlled by the  
51 Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by  
52 AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to

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

2  
3 The arbitrator shall have complete authority to make any decision and provide any remedy appropriate  
4 except as otherwise expressly prohibited by law or this Agreement. If the arbitrator finds that the District's  
5 action has been taken to accrue unjust enrichment, the arbitrator may require the District to compensate for  
6 any damages inflicted or to turn over any monies acquired as a result of such unjust enrichment. Both  
7 parties agree to be bound by the award of the arbitrator.

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

13  
14 **Section F. Expedited Grievance Procedure (Optional):**

15  
16 1. By mutual agreement of the Parties the Association may submit a grievance via the expedited  
17 grievance procedure outline as follows:

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

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

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

39  
40 **Section G. Miscellaneous Conditions:**

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

50  
51 For the purpose of assisting an employee or the Association in the prosecution or defense of any  
52 contractual, administrative, or legal proceeding, including, but not limited to grievances, the District

1 shall permit an employee and/or an Association representative access to and the right to inspect and  
2 acquire copies of his/her personnel file and any other files or records of the District which pertain to the  
3 affected employee or any issue in the proceeding in question.  
4

- 5 4. **Released Time:** Should the investigation or processing of any grievance require that an employee(s)  
6 or an Association representative(s) be released from his/her regular assignment, upon request of the  
7 Association, he/she shall be released without loss of pay or benefits.  
8
- 9 5. **Files:** All documents, communications, and records dealing with the processing of a grievance shall be  
10 filed separately from the personnel files of the participants.  
11
- 12 6. **Form:** The form for filing grievances is attached to and made a part of this Agreement as Appendix B.  
13
- 14 7. **Association Grievances:** If a grievance affects a group of employees or the Association, the  
15 Association may initiate and submit such grievance to the Superintendent directly, and the processing  
16 of such grievance shall commence at Step 2. Grievances involving more than one supervisor and  
17 grievances involving the administrator above the building level may be filed by the Association at Step  
18 2.  
19

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

21  
22 The Parties agree that there shall be no strike or other economic action by the employees covered by this  
23 Agreement or by the Association, nor shall there be any lockout or other economic action by the District,  
24 while this Agreement is in effect, over any dispute which arises out of the interpretation or application of this  
25 Agreement, or an alleged violation of the terms of this Agreement.  
26  
27  
28  
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52

1 **ARTICLE X. TERM AND RATIFICATION**

2  
3 **Section A. Effective Dates**

4  
5 This Agreement shall be effective as of September 1, 2022 and shall continue in effect until August 31,  
6 2023. During said period of time, this Agreement shall be binding upon the District, the Association and all  
7 employees who are represented by the Association as their bargaining agent. Salary shall accrue  
8 beginning with the effective date of the individual contracts and adjusted as soon as salary data is  
9 available. Insurance benefits shall accrue as of the effective date of the individual contracts.

10  
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.

21  
22 **Section C. Simultaneous Exchange**

23  
24 This agreement shall continue in effect during the entire term of this agreement. The parties agree to  
25 commence negotiations on a successor agreement during the last year of the contract by July 1<sup>st</sup>. During  
26 the first negotiations meeting, the Board and Association will simultaneously exchange proposals. New  
27 proposals will not be added unless mutually agreed.

28  
29 Executed this **XX** day of August, 2022, at Okanogan, Okanogan County, Washington, by the undersigned  
30 officers by the authority and on behalf of the Board of Directors of Okanogan School District #105 and  
31 Okanogan Education Association.

32  
33  
34  
35  
36 BY: \_\_\_\_\_  
37 Superintendent, OKANOGAN SCHOOL DISTRICT

38  
39  
40  
41  
42  
43 BY: \_\_\_\_\_  
44 Negotiations Chairperson, OKANOGAN EDUCATION ASSOCIATION

1 **APPENDIX A**

2  
3

Base Salaries For Certificated Instructional Staff									
Years	For School Year 2022-23								MA+90
of									OR
Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	49,304	50,097	52,011	53,394	57,831	60,688	59,106	63,544	66,403
1	49,969	50,773	52,713	54,156	58,638	61,479	59,765	64,247	67,088
2	50,600	51,409	53,372	54,926	59,397	62,268	60,424	64,895	67,767
3	51,251	52,070	54,051	55,657	60,118	63,059	61,053	65,510	68,452
4	51,893	52,735	54,761	56,419	60,907	63,868	61,711	66,196	69,162
5	54,234	54,811	55,388	57,192	61,664	64,685	62,378	66,851	69,872
6	54,775	55,442	56,113	57,976	62,426	65,464	63,064	67,515	70,549
7	55,319	56,256	57,192	59,309	63,824	66,875	64,345	68,859	71,984
8	55,960	56,956	59,230	61,329	65,906	69,141	66,364	70,941	74,177
9		59,561	61,195	63,369	68,054	71,399	68,404	73,090	76,436
10			63,182	65,517	70,262	73,721	70,551	75,298	78,754
11				67,724	72,573	76,102	72,760	77,610	81,135
12				69,862	74,947	78,580	75,056	79,983	83,616
13					77,379	81,121	77,432	82,416	86,156
14					79,822	83,757	79,878	85,020	88,792
15					81,901	85,936	81,953	87,229	91,099
16 or more					83,539	87,653	83,593	88,974	92,923

4  
5  
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13

1 **APPENDIX B**

2  
3

<b>Base Salaries For Certificated Instructional Staff</b>										
<b>For School Year 2022-23</b>										
Years of Service	Supplemental 9 Days									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.	
0	2,465	2,505	2,601	2,670	2,892	3,034	2,955	3,177	3,320	
1	2,498	2,539	2,636	2,708	2,932	3,074	2,988	3,212	3,354	
2	2,530	2,570	2,669	2,746	2,970	3,113	3,021	3,245	3,388	
3	2,563	2,603	2,703	2,783	3,006	3,153	3,053	3,276	3,423	
4	2,595	2,637	2,738	2,821	3,045	3,193	3,086	3,310	3,458	
5	2,712	2,741	2,769	2,860	3,083	3,234	3,119	3,343	3,494	
6	2,739	2,772	2,806	2,899	3,121	3,273	3,153	3,376	3,527	
7	2,766	2,813	2,860	2,965	3,191	3,344	3,217	3,443	3,599	
8	2,798	2,848	2,962	3,066	3,295	3,457	3,318	3,547	3,709	
9		2,978	3,060	3,168	3,403	3,570	3,420	3,654	3,822	
10			3,159	3,276	3,513	3,686	3,528	3,765	3,938	
11				3,386	3,629	3,805	3,638	3,880	4,057	
12				3,493	3,747	3,929	3,753	3,999	4,181	
13					3,869	4,056	3,872	4,121	4,308	
14					3,991	4,188	3,994	4,251	4,440	
15					4,095	4,297	4,098	4,361	4,555	
16 or more					4,177	4,383	4,180	4,449	4,646	

4  
5



1 **APPENDIX C.**

2 **Okanogan School District**  
 3 **CO-CURRICULAR SALARY SCHEDULE**

4

5 <b>POSITION</b>	<b>STEP I</b>	<b>STEP II</b>	<b>STEP III</b>	<b>STEP IV</b>
6	(1-4 Yrs.)	(5-8 Yrs.)	(9-12 Yrs.)	(13-15 Yrs.)
7 BAND/CHORAL DIRECTOR	.10	.11	.12	.13
8 JR & SR CLASS ADVISORS	.01	.02	.03	.04
9 +CAMP PROGRESS	.04	.05	.06	.07
10 HS ASB	.10	.11	.12	.13
11 MS ASB	.035	.045	.055	.065
12 GRADUATION ADVISOR	.02	.03	.04	.05
13 PEP BAND	.06	.07	.08	.09
14 HIGH SCHOOL YEARBOOK	.055	.065	.075	.085
15 MIDDLE SCHOOL YEARBOOK	.040	.050	.060	.070
16 H/SCHOOL KNOWLEDGE BOWL	.055	.065	.075	.085
17 M/SCHOOLKNOWLEDGE BOWL	.035	.045	.055	.065
18 H/SCHOOL HONOR SOCIETY	.015	.025	.035	.045
19 M/SCHOOL HONOR SOCIETY	.01	.015	.02	.025
20				
21 <u>APPROVED CLUBS:</u>				
22 AMIGO	.015	.025	.035	.045
23 ART	.015	.025	.035	.045
24 WORLD LANGUAGES CLUB	.015	.025	.035	.045
25 KIWANIS KEY	.015	.025	.035	.045
26 MS PEP	.025	.035	.045	.055
27 MUSIC	.015	.025	.035	.045
28 SCIENCE	.035	.045	.055	.065
29 GSA	.015	.025	.035	.045
30 ROBOTICS	.015	.025	.035	.045

31  
 32 9<sup>th</sup> and 10<sup>th</sup> grade class advisor will be paid a \$100.00 stipend per year.

33  
 34 **Building Leadership Team:** Building Principals will advertise for six leadership positions at the elementary  
 35 and six leadership positions at the MS/HS. Any interested, certificated staff, may express interest in fulfilling  
 36 the position through a letter of interest. The Building Principal has discretion regarding placement of  
 37 interested certificated staff on the Building Leadership Team. A stipend will be paid to each of the positions  
 38 for completing work such as curriculum/advisory planning, attending trainings and/or meetings related to  
 39 leadership work, planning staff professional development, working with staff and building principals to  
 40 benefit students of the district.

41  
 42 ELEMENTARY MUSIC SPECIALIST will be paid four hours per concert at a per diem rate of pay.

43  
 44 The FFA advisor will be provided up to 40 extended working days, paid at per diem rate, with revenue  
 45 derived from the Career and Technical Education (CTE) Budget to pay for 20 days and 20 days to be paid  
 46 as a stipend on a contract.

47  
 48 High School Counselor: 5-10 days  
 49 Elementary School Counselor: 3-6 days  
 50 School Psychologist: 18 days  
 51 Library Media Specialist: 2 days

1 Business CTE: up to 10 days  
2 Art CTE : up to10 days  
3 Woodshop CTE: up to 10 days  
4

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

8  
9 +When a sixth grade teacher signs a teaching contract, the contract must include being a Camp Progress  
10 Advisor.  
11  
12  
13

1 **APPENDIX D. GRIEVANCE REPORT FORM**

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

7  
8 TO: \_\_\_\_\_ Title \_\_\_\_\_  
9 Name

10  
11 Grievant's Name \_\_\_\_\_ Address \_\_\_\_\_

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

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

16  
17 School \_\_\_\_\_ Department \_\_\_\_\_

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

21  
22 First Step \_\_\_\_\_

23  
24  
25  
26 Second Step \_\_\_\_\_

27  
28  
29  
30 The nature of my grievance is (Indicate specifically where in the contract that you believe the administration is not  
31 following the contract and specifically how that part of the contract is not being followed)

32  
33  
34  
35  
36  
37  
38 The relief I am seeking is: \_\_\_\_\_

39  
40  
41  
42  
43  
44  
45 Signature \_\_\_\_\_ Date \_\_\_\_\_

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**  
2 **FORM)**

3  
4 **OKANOGAN SCHOOL DISTRICT**  
5 **EDUCATIONAL SUPPORT STAFF EVALUATION REPORT**

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

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

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

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

14  
15  
16  
17  
18 **S=Satisfactory**

19 **N/I=Needs Improvement**

20 **U=Unsatisfactory**

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

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**

31 \_\_\_\_\_  
32 **Signature of Employee/Date**

33 **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  
6 **Employee:** \_\_\_\_\_

**Assignment:** \_\_\_\_\_

7  
8 **Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

20  
21 **COMMENTS**

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**

<b>1d Demonstrating Knowledge of Resources</b>					
<b>1e Designing Coherent Instruction</b>					
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	
<b>2a Creating an Environment of Respect and Rapport</b>					
<b>2c Managing Classroom Procedures</b>					
<b>2d Managing Student Behavior</b>					
<b>2e Organizing Physical Space</b>					
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	
<b>1f Designing Student Assessments</b>					
<b>3d Using Assessment in Instruction</b>					
<b>4b Maintaining Accurate Records</b>					
<b>6.1 Establish Student Growth Goal(s)</b>					
<b>6.2 Achievement of Student Growth Goal(s)</b>					
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	
<b>4c Communicating with Families</b>					
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 \_\_\_\_\_  
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 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 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 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					
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	Average	High	
	2 - 3	4 - 6	7 - 8	<b>Student Growth Rating</b>

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 coference 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)					
Totals	0	0	0	0	0
	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		<b>0</b>
	Low 2 - 3	Average 4 - 6	High 7 - 8	<b>Student Growth Rating</b>

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		Total
	Low 2 - 3	Average 4 - 6	High 7 - 8	<b>Student Growth Rating</b>

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 coference 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	
<b>4c Communicating with Families</b>					
<b>.1 Establish Student Growth Goal(s)</b>					
<b>.2 Achievement of Student Growth Goal(s)</b>					
<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				Total
	.2			
	Low 1	Average 2 - 3	High 4	<b>Student Growth Rating</b>

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 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><b>TYPE OF EVALUATION</b></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.)

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**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):

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**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):

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**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):

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**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**

Name _____	<u><b>TYPE OF EVALUATION</b></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 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

=====  
**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.  
=====

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

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

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

Comprehensive

(«Short») 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: \_\_\_\_\_  
=====

I elect the following evaluation options

Comprehensive

(«Short») 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