Collective Bargaining

BETWEEN THE

OKANOGAN SCHOOL DISTRICT NO. 105

AND THE

OKANOGAN EDUCATION ASSOCIATION

2025-2029

Contents

ARTICLE I. ADMINISTRATION 6
Section A. Definition of Terms 6
Section B. Recognition 7
Section C. Status of Agreement 7
Section D. Individual and Supplementary Contracts 7
Section E. Distribution of Agreement 7
Section F. Joint Meetings 8
ARTICLE II. BUSINESS 8
Section A. Dues Deductions 8
Section B. Representation Fee 8
Section C. Other Deductions 8
Section D. Management Rights 8
Section E. Association Rights 9
ARTICLE III. EMPLOYEE RIGHTS 9
Section A. Employee Rights 9
Section B. Personnel File 9
Section C. Due Process and Just Cause 10
Section D. Assignment and Transfer: 11
Section E. Employee Protection 13
Section F. Privacy 14
Section G. Harassment 14
ARTICLE IV. EVALUATION AND PROBATION 15
Section A. Authority 15
Section B. Definitions 15
Section C. Purpose 16
Section D. Initiating the Evaluation Process 17
Section E. Provisional Employees 17
Section F. Comprehensive Evaluation 17
Section G. Focused Evaluation 18
Section H. Support for Teachers with Areas of Concern 20
Section I. Additional Support for Provisional Teachers 20
Section J. Probation 20
Section K. State Criteria and Scoring 22
Section L. Student Growth Impact Rating 23
Section M. Impact of Low Student Growth Score 23

Section N. Student Growth Inquiry 23
Section O. Short Form Support Staff Employees 23
Section P. Long Form Support Staff Employees 24
Section Q. General Requirements 24
Section R. Pre and Post Conference 24
Section S. Use of Evaluation Results 25
Section T. Probation (Non-Provisional Employees) 25
ARTICLE V. STAFF REDUCTION AND RECALL 26
Section A. Board Determination of Program 26
Section B. Criteria for Modified or Reduced Program 26
Section C. Selection of Employees 26
Section D. Reemployment Pool (Pool) 27
ARTICLE VI. INSTRUCTION 28
Section A. Academic Freedom 28
Section B. Work Load and Class Size 28
Section C. Plan Time 31
Section D. Incidental Supplies and Materials 32
Section E. Student Discipline 32
Section F. Non-Teaching Duties 33
Section G. Grading 33
Section H. Grant Writing 33
Section I. School Psychologist 33
ARTICLE VII. LEAVES 33
Section A. Illness, Injury and Emergency Leave 33
Section B. Professional Leave 35
Section C. Court Appearance Leave 35
Section D. Long Term Leave of Absence 35
Section E. Personal Leave 35
Section F. Association Leave 35
Section G. Child Rearing Leave 36
Section H. Bereavement Leave 36
Section I. Family Leave (Family and Medical Leave Act of 1993) 36
Section J. Sick Leave Sharing 37
Section K. Washington Paid Family Medical Leave (PFML) 37
ARTICLE VIII. FISCAL MATTERS 37
Section A. Salary: 37

Section B. Salary Placement and Advancement: 37
Section C. Advanced Study Scholarship -- Annual Awards 39
Section D. Insurance Benefits 39
Section E. Work Year 40
Section F. Work Day 40
Section G. Individual Employee Contracts 41
Section H. Calendar 41
Section I. Attendance at Meetings and Conferences 42
Section J. Travel Reimbursement: 42
Section K. Co-Curricular Employment: 42
Section L. Elementary and Secondary Parent-Teacher Conferences: 42
Section M. Early Notification of Resignation/Retirement 42
Section N. Employee Release from Contract 43
Section O. Tuition Support 43
ARTICLE IX. GRIEVANCE PROCEDURE 43
Section A. Definitions: 43
Section B. Time Limits: 44
Section C. Rights to Representation: 44
Section D. Individual Rights: 44
Section E. Procedure: 44
Section F. Expedited Grievance Procedure (Optional): 45
Section G. Miscellaneous Conditions: 45
Section H. Adverse Action 46
ARTICLE X. Duration 47
APPENDIX A: SALARY SCHEDULES 48
APPENDIX B: 5 SUPPLEMENTAL DAYS 50
APPENDIX C: CO-CURRICULAR SALARY SCHEDULE 52
APPENDIX D: GRIEVANCE REPORT FORM 54
APPENDIX E: SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF RESIGNATION/RETIREMENT 55
APPENDIX F: EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (LONG FORM) 56
APPENDIX G: EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (SHORT FORM) 59
APPENDIX H: LIBRARIAN FINAL EVALUATION REPORT (SHORT FORM) 60
APPENDIX I: LIBRARIANS FINAL EVALUATION REPORT (LONG FORM) 61
APPENDIX J: CLASSROOM TEACHER FINAL EVALUATION REPORT – Comprehensive 65
APPENDIX K: CLASSROOM TEACHER FINAL EVALUATION REPORT – Focused 69
APPENDIX L: EVALUATION OPTION FORM 77

APPENDIX M: NOTICE TO EMPLOYEE RECEIVING NOTICE OF PROBATION 78

2025-2029 **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.

15. The term "**AR**" shall mean Association Representative(s).

16. The term "**PERC**" shall mean the Washington State Public Employment Relations Commission.

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

Section B. Recognition

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

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

Section C. Status of Agreement

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

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

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

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

Section D. Individual and Supplementary Contracts

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

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

Section E. Distribution of Agreement

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

Section F. Joint Meetings

Representatives of the Parties shall meet monthly during the school year to informally discuss concerns. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements. If there are no agenda items the parties may mutually agree to cancel scheduled meetings.

ARTICLE II. BUSINESS

Section A. Dues Deductions

1. **Members**: During the term of this Agreement, the District agrees to deduct from the wages of each employee, a sum certified by the Association as dues provided that the District has received a written authorization. The Association shall submit payroll authorizations to the District office for processing. A table of pro-rated annual dues, assessments and fees shall be supplied to the District payroll office by the Association to determine monthly dues deductions. The District agrees to forward the sums so deducted to the Association once each month in accordance with the table provided by the Association and in accordance with the District's disbursement procedures.

2. **Hold Harmless**: The Association agrees to and will indemnify and hold the District harmless against any claim made and any suit instituted against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid to it in error. The Association shall have the right to select counsel in the defense of any suit against the District resulting from the deduction of Association dues.

Section B. Representation Fee

1. No employee will be required to join the Association.

Section C. Other Deductions

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

Section D. Management Rights

1. The management and conduct of the business of the District, including the employment, assignment, direction and management of all employees of the District are the exclusive right and responsibility of the Board of Directors of the District. Such rights shall not be exercised in a manner which is contrary to or in conflict with the express provisions of this agreement.

2. In the exercise of its right of management, the District, through its Board of Directors, shall have the right to amend existing policies, rules and regulations and to adopt new policies, rules and regulations necessary for the proper conduct of the business of the District, provided the same are not in conflict with the express provisions of this agreement or the laws of the State of Washington.

3. It is further agreed that the District shall through bulletins, policy handbooks or other effective means, make its rules, regulations and policies known to the employees.

Section E. Association Rights

1. **Use of School Buildings and Equipment**: The Association shall have the right to use School District Buildings and equipment for the purpose of having meetings and transacting business on the same terms and conditions as other public groups, provided that such meetings do not interfere with the District's educational programs. The Association shall reimburse the District for any extra custodial costs resulting from the use of such buildings. All meetings shall not conflict with other pre-scheduled meetings for the facilities requested and shall be scheduled through the building administrator under the same procedure as applied to other public and civic groups.

2. **Use of District Bulletin Boards**: The Association shall have the right to post notices of activities and matters of Association concern on the bulletin board in the Staff Room of each building. Materials posted shall contain nothing libelous.

3. **Use of Email/Direct Mail System**: The Association may use the District email system and employee mailboxes located within school buildings within the District for communication with its members, provided that such use does not interrupt or interfere with the utilization of those mailboxes by the District for official District business.

4. **Board Minutes, Reports, Financial Reports and Public Records:** The District agrees to post on the district's website agendas of upcoming board meetings and minutes of the previous board meetings, and to make available to the Association documents which are public records. Such availability of public record documents shall be upon written request of the Association through the Superintendent. The Association shall reimburse the District for actual costs of reproduction. The Board shall make every reasonable effort to give the Association an opportunity to advise the board with respect to new or modified fiscal, budgetary, levy or building programs and major revisions of educational policy prior to their adoption.

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

6. **Member Information:** By October 1 each year, the District shall provide the Association with a list of names of all bargaining unit employees and their contact information including the name, assignment, work site, FTE, salary schedule placement, home address, and phone number(s). The District will also include the names of any bargaining unit members who are on a leave of absence, the duration of such a leave, and any changes in contact information during the time of the leave. When new employees are hired following the September 1 report, the District will provide the information listed above within five (5) business days after the Board meeting when the employment is approved.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Employee Rights

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

Section B. Personnel File

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

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

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

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

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

4. **Placement of Materials**: Any letter or document emanating from District personnel for the purpose of insertion in an employee's personnel file and which is critical of said employee's professional performance or conduct shall be shown to said employee before insertion in the personnel file. Employees shall indicate they have seen such materials by affixing their signature and dating the copy that is to go into the file. If an employee refuses to sign a letter that is critical of their performance or conduct, the Association Representative at the meeting may sign that the employee received the letter so it can be placed in the employee's personnel file. This signature only acknowledges that the letter was received and in no way signifies that there is any agreement with the content of the letter.

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

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

7. **Removal of Materials**: After seven (7) years the District may remove and destroy employee's evaluation reports. After seven (7) years the District shall remove and destroy any adverse materials (excluding evaluation reports) upon which no subsequent action has been taken. Materials that cannot be legally removed will remain.

Section C. Due Process and Just Cause

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

2. **Written Grounds**: The specific grounds forming the basis of any disciplinary action will be made available to the employee in writing.
3. **Action Appropriate to Behavior**: Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action, whether warning, reprimand or suspension.

4. **Association Representation**: An employee shall be entitled to have an AR present during any disciplinary proceeding.

5. **Complaints Against Employees**: Any complaint against an employee that may lead to disciplinary action shall be communicated to the affected employee by written notice within five working days. No complaint against an employee may be used in a disciplinary action against that employee unless the complaint was discussed and documented in writing with the employee within five working days. The identity of the complainant must be disclosed to the employee if disciplinary action is taken.

6. **Privacy and Confidentiality**: Any reprimand of an employee, by a supervisor, manager, building or district administrator, and disciplinary actions shall be made in private and in confidence and never in the presence of students, parents, other employees, or at public gatherings.

7. **Complaint Process**: Written assurance signed by the board, superintendent, principals, and staff members, stating that no action will be taken relative to a complaint, regardless of issue by a parent or community member unless it has followed the appropriate chain of command, which is documented. When employees have a complaint, they shall follow the steps as set forth in the Okanogan School District Policy 5270.

8. Progressive Discipline: Employees may be subject to disciplinary action following an investigation. Discipline shall be administered in a fair and consistent manner using a progressive discipline process. Progressive discipline is applied in the following order and includes a verbal warning with written acknowledgment, letter of discipline, suspension without pay and discharge. The Parties agree that in any progressive discipline process there may be incidents of behavior that could supersede one or more steps of that process. Letters of Direction are considered non-disciplinary and will not be placed in an employee's personnel file. They will be placed in the administrator's working file and removed after one calendar year or when a change in principal occurs, whichever is sooner.

Section D. Assignment and Transfer:

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

1. **Assignments**:

   a. **Definitions**:

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

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

2. **Reassignments and Transfers**:

   a. Consideration for Reassignment and Transfer

   Bargaining unit members who wish to be considered for a reassignment or transfer will be polled by the District for consideration, prior to principals making decisions about assignments, reassignments and transfers for the subsequent school year. Those employees who submit a written request will be given first consideration by the building principal(s) to fill the position(s).

   Reassignments within the building may be made by the Building Principal prior to an involuntary transfer or re-assignment, The District shall give notices of assignments, reassignments and transfers as soon as practical and no later than August 1, except in cases of emergency.

b. Notice

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

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

c. Internal Candidates – Voluntary Reassignments and Transfers

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

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

d. Summer Hiring

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

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

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

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

All known vacancies for the following work year shall be reported to the Association and posted in each building.

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

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

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

If an OEA co-curricular position has been posted and no OEA member has applied for the position or has met the minimum posted qualifications for the job, then a qualified non-bargaining member may apply for the job. At the end of the first season/year or if they leave the bargaining unit, the job will be posted again to determine if any OEA member wishes to apply. The purpose of this section is to make clear that the co-curricular positions listed in the OEA contract will first be offered to bargaining unit members, even if a non-bargaining member held that position the previous year.

Employees who meet the posted qualifications, skills and experience needed for the position and who apply for such positions shall be afforded an interview and response from the District.

Section E. Employee Protection

1. **District Insurance**:

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

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

2. **Threats**: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the administration and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the administration in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the President by the Superintendent at the earliest possible time.

3. **Injury on the Job**: Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, including illness due to related chemicals and toxins, and including travel to and from his/her work place within the work day, he/she will be paid his/her full salary with deduction from sick leave for the period of his/her absence, less the amount of any workman's compensation award made for disability due to said injury. Employees who may be injured on the job must file, as soon as reasonably possible (within one (1) day when possible), a written report with the Human Resources/Payroll Department.

4. **Absence Due to Attack**: Whenever an employee is absent from employment as a result of physical attack sustained in the course of employment, including travel to and from the employee's work place, the employee will be paid full salary for the period of absence, less the amount of any workman's compensation awarded. A report of the attack must be filed with the Principal/Supervisor within one (1) day when possible.

5. **Self Protection**: Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/herself from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.

6. **Property Replacement**: Reimbursement to employees for replacement of clothing or other personal property damaged, destroyed or stolen during the course of an attack or assault on the employee while the employee is engaged in the duties of his/her employment should be referred to L&I coverage.

7. **Dangerous Students**: The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms or behaviors that could present a health or safety problem to the employee or other students. The District shall present specific information about known symptoms and/or behavior

pattern(s) of such student(s) to employees in advance of assigning such students to employee supervision. The District shall meet in advance of assigning such students to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.

8. **Classroom Exclusions:** Student exclusion from the classroom will be commensurate with RCW 28A.600.020. Parent/guardians of students who have been excluded from the classroom will be notified as soon as reasonably possible by the classroom teacher unless, discipline is issued by the Building Principal.

9. **Training**: The District shall provide in-service training seminars for all employees concerning applicable federal, state and local laws and District rules and regulations pertaining to student rights, employee rights and the processing of student disciplinary matters. Training shall occur during the first month of the school year, during the school day, and at no cost to employees.

10. **Notice**: The District shall print the following notice in each student handbook and on the District's website: "The Okanogan School District shall prosecute to the fullest extent of the law any individual who physically or verbally abuses, intimidates, or interferes with an employee of this school within the performance of such employee's duties. Parents and guardians of students who willfully or maliciously damage or destroy school or employee property shall be held liable for such damages."

11. **Social Media:**

    a. If the District learns that a person is allegedly threatening an employee, or sharing lewd content on social media, in their capacity as an employee, the District will assist the employee, upon the employee's request, with filing a police report and seeking legal protections.

    b. Employees are free to exercise their personal legal rights and alternative course of action concerning cyber threats and harassment.

Section F. Privacy

1. **Information**: The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or without specific employee approval or Association agreement.

2. **Faculty Meetings**: Representatives of commercial concerns shall not be permitted to attend and address faculty meetings except when invited by a majority of the faculty in that building or with Association approval.

3. **Personal Lives**: The private and personal life of any employee is not within the appropriate concern or attention of the District unless it impacts, negatively, the educational process or the mission statement of the District.

Section G. Harassment

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

For purposes of this Agreement the terms "**harass**" and "**harassment**" shall mean words, gestures (including offensive touching) and/or other actions which threaten the individual and serve no legitimate professional purpose. Management shall investigate and take appropriate action, including the possibility of disciplinary action when an individual or group of individuals complains that he/she/they have been harassed (including sexual harassment) by a member or members of the District or Association respectively. The Parties shall cooperate in conducting investigations of alleged harassment. Following the investigation, management shall produce a written report, which shall include findings and recommendations. All parties shall receive a copy of the report.

The term "**sexual harassment**" shall mean deliberate verbal, visual or physical advances, including touches and gestures, made within the work setting which are unwelcome by the person to whom they are intended. Such unwelcome conduct shall constitute harassment when submission to the conduct:

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

ARTICLE IV. EVALUATION AND PROBATION

Section A. Authority

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

Section B. Definitions

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

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

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

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

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

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

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

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

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

   1. Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that

is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.

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

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

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

8. “Artifacts” shall mean any products generated, developed, or used by a classroom teacher during the course of instruction, collaboration, or interaction with parents and/or the community. Artifacts should arise naturally from these practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered artifacts.

9. “Evidence” shall mean observed practice, products, results, or conversations that can be used to demonstrate knowledge and skills with respect to the four-level rating system.

10. “Evaluator” shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall engage in inter-rater reliability activities (Administrative Learning Walks, trainings, videos, etc.). Administrative Learning Walks involve multiple administrators observing a teacher at the same time for the purpose of inter-rater reliability and are not part of any evaluation process.

11. “Provisional Teacher” means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Okanogan School District.

12. “Student Growth” shall mean the change in student growth between two points in time.

13. “Student Growth Data:” assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

Section C. Purpose

The purposes of evaluation shall be:

1. **Identify Proficient/Distinguished Performance:** To identify, in consultation with employees, specific areas in which the professional performance of each employee is satisfactory.

2. **To Assist:** To assist employees who have identified areas needing improvement, in making those improvements.

3. **Remediation:** To identify employees whose professional performance is unsatisfactory and for whom remediation is needed.

Section D. Initiating the Evaluation Process

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

Section E. Provisional Employees

1. **Definition**: The term "**Provisional Employee**" shall mean a beginning employee who is in his/her first three (3) years of employment with the District, unless the employee has previously completed at least two complete years of certificated employment in another Washington State school district, in which case the employee will be a provisional employee for the first year of employment with the District.

2. **Frequency of Evaluation**: Provisional employees shall be evaluated no less often than two (2) times per year for a total of no less than sixty (60) minutes during their first two (2) years of provisional employment. During the third (3rd) year as a provisional employee, the employee must be evaluated no less than three (3) times for a total of no less than ninety (90) minutes. The first (1st) such evaluation must be completed within the first (1st) ninety (90) days of employment. The final evaluation shall be completed no later than June 1.

3. **Observations**: Provisional employees shall be observed for the purpose of evaluation no less than twice for each evaluation (see #2 above). Each observation shall be no less than thirty (30) minutes in length.

4. Provisional employees shall be subject to the provisions of RCW 28A.405.220 [RCW 28A.67.072] and Article IV, Section F of this Agreement. Specifically, provisional employees are not subject to the probationary requirements procedures. Discharge and non-renewals of provisional employees may only proceed through Step II of the grievance process.

Section F. Comprehensive Evaluation

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

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given an overview document of the evaluation criteria, procedures, and other relevant information regarding the evaluation system. A complete set of documents, including all state criteria, Danielson framework, and forms which

will be used shall be available on the District website. Forms used for evaluation will be included in the appendices of this document.

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

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

4. Observations:

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

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

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

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

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

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

Section G. Focused Evaluation

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

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

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

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

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

4. Observations:

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

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

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

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

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

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

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

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

7. Final Summative Evaluation:

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

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

Section H. Support for Teachers with Areas of Concern

The Association president will be notified when any formal observation results in a teacher being judged Basic or Unsatisfactory as soon as this determination is made.

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

Section I. Additional Support for Provisional Teachers

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

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

Section J. Probation

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

a. Level 1: Unsatisfactory – Receiving a summative score of "1" or "Unsatisfactory" is not considered satisfactory performance for any teacher.
b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of "2" or "Basic" has been received two (2) years in a row or during two (2) out of three consecutive years, the teacher is not considered to be performing at satisfactory level.

2. A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than

Basic. The probation period may be extended if a teacher has made progress towards being Basic or Proficient and may be able to achieve a satisfactory rating during the extension period.

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

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

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

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

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

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

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

10. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits

for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

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

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

Section K. State Criteria and Scoring

The instructional framework:

a. The parties have agreed to the adopted evidence-based framework developed by Charlotte Danielson and approved by OSPI, including the state mandated components related to student growth.
b. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement. Upon mutual agreement, the parties may select an OSPI approved revised or different instructional framework.

State Evaluation Criteria:

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

Summative Performance Rating for Comprehensive Evaluation

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

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

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

Section L. Student Growth Impact Rating

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

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

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

Section M. Impact of Low Student Growth Score

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

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

Section N. Student Growth Inquiry

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

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other appropriate student and teacher information based on classroom, school, district, and state-based tools and practices.

2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessments are aligned.
3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation.

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

Section O. Short Form Support Staff Employees

1. **Definition**: The term "**short form employee**" is any certified employee who is not a classroom teacher who has been employed by the District for four (4) years with satisfactory evaluations, provided that any such employee may opt out of short form status for any full year.

2. **Frequency of Evaluation**: Short form employees shall be evaluated one (1) time per year, which evaluation shall be completed no later than June 1.

3. **Observations**: Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes.

4. **Negative Evaluation Bar**: The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072). The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".

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

Section P. Long Form Support Staff Employees

1. **Definition**: The term "**long form employees**" shall be those certified employees who is not a classroom teacher who are provisional employees with the District, who are on probation, and who do not qualify for short form evaluation.

2. **Frequency of Evaluation**: Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than June 1.

3. **Observations**: Long form employees shall be observed for purpose of evaluation no less than two (2) times for each evaluation. Each observation shall be no less than thirty (30) minutes in length.

Section Q. General Requirements

1. **Work Site Limit**: All observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's classroom, normal work site, or other visits. (see page 19 for definition of observation)

2. **Signatures**: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.

3. **Copy and Response**: A copy of each presentation shall be given to the observed employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee by June 1. Within ten (10) working days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's file.

4. **Observations**: Evaluators shall have personally conducted at least two (2) of the observations upon which each evaluation is based. Observations shall be a minimum of sixty (60) minutes total.

5. **Working Files:** Principal's working files shall be purged at the end of each school year or no later than June 30.

6. **Surprise Bar**: Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or meeting with the employee in order to provide notice of the problem, specific suggestions for improvement and reasonable time and opportunity for improvement.

Section R. Pre and Post Conference

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

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

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

Section S. Use of Evaluation Results

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

1. **To Document Satisfactory Performance**: To document the satisfactory performance by an employee of his/her assigned duties;

2. **To Identify Needed Improvement**: To identify discrete area(s), according to the criteria included on the evaluation instrument, in which the employee may need improvement;

3. **To Document Unsatisfactory Performance**: To document performance by an employee judged unsatisfactory, based on the adopted evaluation criteria.

4. **To Document Distinguished Performance:** To identify performance that is noteworthy of praise and appreciation.

Section T. Probation (Non-Provisional Employees)

1. **Notice**: In the event that an employee's work is judged to be unsatisfactory, based upon the evaluation criteria and procedure, the Superintendent, at any time after October 15, shall place an employee on probation. The employee shall be notified in writing of the specified area(s) of deficiency along with a suggested, specific, and reasonable program of improvement, on or before February 1 of the academic year. This written notice shall advise the employee of the establishment of a probationary period beginning on or before February 1, and ending no later than May 1. The notice to the employee shall be signed by the Superintendent.

2. **Purpose**: The purpose of the probationary period is to give the employee an opportunity to demonstrate improvement(s) in his/her areas of deficiency.

3. **Regular Meetings and Assistance**: During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee.

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

4. **Removal**: The employee may be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1.

5. **Failure to Improve**: If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 1 of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for non-renewal pursuant to RCW 28A.405.210 (RCW 28A.67.070) or RCW 28A.405.220 (RCW 28A.67.072).

6. **Adverse Effect**: Probation shall not be deemed to adversely affect the contract status of an employee within the meaning of RCW 28A.405.300 (RCW 28A.58.450).

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 accepted academic major and/or minor fields.

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

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

2. **Employee Retention Listing**: Every employee in the District shall be listed in conformance with the aforementioned formula. The list shall be ordered from the highest rating (with respect to the formula) to the lowest. Every employee to which the reduction in force policy applies shall be provided with the list upon which that employee's name appears, along with the number of employees required to operate the District's proposed educational program. In addition, the Association shall be provided with a copy of the list which includes the information specified in this paragraph.

3. **Right to Appeal**: Any employee may, in writing, within five (5) days of the receipt of the list, file with the Superintendent his/her objections to the ranking order. The employee may request consideration of modification of the ranking order. The employee must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the superintendent rejects the individual's request for modification of the list, he/she shall do so in writing and provide the individual and the Association with copies thereof.

Section D. Reemployment Pool (Pool)

1. **Application**: Any employee receiving a notice of non-renewal of contract pursuant to these provisions shall be eligible for a "Special Leave of Absence" without pay upon written application directed to the Superintendent and received not more than the (10) days following the receipt of the notice of non-renewal. Employees electing to take a "Special Leave of Absence" shall be placed in a pool and shall be considered for reemployment according to the same criteria and together with other personnel in the pool.

2. **Personnel File**: The personnel file of any employee taking a "Special Leave of Absence" shall reflect that status, and all reference to non-renewal of such an employee's contract shall be removed from the personnel file.

3. **Retention of Rights**: Any personnel on a "Special Leave of Absence" shall retain all rights, including credit for previous experience. Any credit for any education acquired during that one year shall be granted. Acceptance of employment as an employee in any other school district during that year shall constitute an automatic termination of the "Special Leave of Absence".

4. **Reemployment**: All employees who are placed in the pool for recall shall be given the opportunity to fill positions for which they are qualified. If more than one such employee is qualified for a vacant position, the criteria set forth for retention shall be applied to determine who shall be offered such position. If additional revenue shall become available, first consideration will be given to recall of employees.

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

5. **Notice of Reemployment**: When a vacancy occurs for which an employee in the pool is qualified, a written notice shall be delivered by certified mail to the employee by the District. The employee shall have ten (10) school days or fourteen (14) calendar days from the receipt of the letter to accept the position.

6. **Failure to Accept an Offer of Employment**: If the employee in the pool fails to accept the position as per notice, the employee shall be dropped from the pool.

7. **Continuation of Insurance**: Employees within the pool may pay their total medical insurance premiums to the District and in turn the District will forward the money to the appropriate medical payment centers so that the

employees in the pool and/or their dependents will be included within the group medical insurance to the extent permitted by the insurance carrier.

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom

1. **Definition**: The Board defines Academic Freedom as the right of an employee to pursue the search for truth in its many forms and to make public his/her methods and finding.

2. **Academic Freedom Rights**: It is the right of an employee to encourage freedom of discussion of controversial questions in the classroom and to develop in his students a love of knowledge and a desire to search for truth.

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

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

3. **Academic Freedom Guarantee**: Academic freedom shall be guaranteed to employees and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility, which are relevant to the courses to which the employee has been assigned.

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

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

Section B. Work Load and Class Size

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

Elementary Classroom Balancing:

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

- Total number of students
- Ethnicity
- Academic achievement including remedial and accelerated programs
- Social-emotional needs
- Behavior needs

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

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

- Must be received by May 1st.
- Must indicate an alternate choice for request
- Should include a reason for the request ie: student learning style, particular learning needs, social-emotional needs.

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

Level	Maximum
Kindergarten	21
Transition - 1	21
Combined Rooms	21
2 - 3 Grade	22
4 - 5 Grade	26
6 Grade	26
7th - 12th Grade	28 (maximum, 150 student/day)
Vocational Classes	26
Music Specialist	501-600 FTE students = 2 hours of paraprofessional time per day.
6th, 7th and 8th PE	Each class will receive one (1) hour of classroom aide time.
P.E.	501-600 FTE students = 2 hours of paraprofessional time per day.
Media Specialist	501-600 FTE students = 3 hours of paraprofessional time per day.

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

Kindergarten	2 hours/class
Transition – 1 grade	1.5 hours/class
2 – 3 grade	1.25 hours/class
4 – 5 grade	1 hour/class
6 grade	1 hour/class

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

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

3. **Exceptions to Class Size Limits**: Large group instructional settings, such as music and P.E. will be the exception to the maximum numbers. Secondary P.E. and Secondary Music shall be 33:1 maximum, unless aide time is provided, in which case the maximum shall be 50.

4. **Overload Remedies**: In the event any class size maximum is exceeded by one (1) or more students for five (5) consecutive days the principal shall confer with the employee, to discuss alternative solutions. If class size cannot be reduced, overload pay will be paid to the employee.

a. Compensation

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

b. Aide Time

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

1. For each student over the maximum size, ½ hour of aide time will be provided.

2. Classroom aide time will not include ESL, Special Education, Computer Specialist, or aide time for recess, lunch, breakfast, or bus duties. All other aide time will be counted.

3. Aide time will be decreased if the District experiences a double levy failure.

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. Every effort shall be made to schedule aide time in one hour minimum blocks.

5. **Special Education Caseload:**

Caseloads/Student Numbers

Caseload	**Maximums**
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	 26 IEPs on a caseload 24 IEPs on a caseload 28 IEPs on a caseload
Life Skills Special Education Teachers: Elementary MS/HS	 12 IEPs on a caseload 14 IEPs on a caseload

6.
Special Education Overload Remedies:

Any caseload exceeding the caseload numbers in the chart above for five (5) consecutive days will be paid at the Gen ED overage rates retroactive to the first day of the overload.

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

5. **Secondary Special Education Teachers:** All secondary special education teachers (6-12) will receive either an extra prep period per day or 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, as decided by the special education director and building principal. Every effort will be made to provide MS/HS Special Education teachers with first period prep to accommodate for morning meetings.

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

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

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

7. **15/15 Bar**: This section is not to be computed as a part of the plan time defined above, but is to be used by employees as additional plan time, time for giving students extra assistance, conferences, consultations, faculty

meetings, supervision and similar professional purposes. The following stipulations exist:

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

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

c. The teachers' scheduled time for 150 conference minutes per week must be emailed to the principal, sent home with students and to students' parents, and be posted on the district's website.

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

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

Section D. Incidental Supplies and Materials

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

Section E. Student Discipline

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

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

3. **Employee/Principal Responsibility**:

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

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

4. **Referrals:** Whenever employees make written referrals for discipline, a copy of such referral shall be given to the building administrator/principal. The building administrator/Principal will make every effort to provide the referring teacher with a response within two school days unless there are extenuating circumstances preventing the administrator/Principal from responding in two-day time period.

Section F. Non-Teaching Duties

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

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

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

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

Section G. Grading

Employees have the exclusive right and responsibility to determine grades and other evaluations of students. Grading of student work shall be done promptly (no later than 30 days after turned in) and shall be done in a fair and consistent manner. Administrators may investigate grading and evaluations and concerns. No grade or evaluation shall be changed without the approval of the employee and the signature of the principal. No Board or administrative pressure shall be applied to any employee regarding grading or evaluation of students.

Section H. Grant Writing

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

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

a. Caseload: Psychologist's caseload may consist of one or more sites within the district and may be comprised of any combination of evaluations up to 58. If more than 58 evaluations are exceeded on a yearly basis, a $150 per additional evaluation stipend will be paid.

b. Contracted Day: Psychologist's work day shall be commensurate with Article VIII, Section E., Work Day.

c. Meeting Attendance: Evaluation meetings are mandatory for the School Psychologist. Every effort will be made to avoid scheduling an evaluation meeting before school as well as, after school on the same day. If the School Psychologist is required to attend two evaluation meetings in one day, per diem rate will be paid for any time over the contracted 7.5 hours worked.

ARTICLE VII. LEAVES

Section A. Illness, Injury and Emergency Leave

1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited with twelve days of Illness, Injury, and Emergency Leave, which shall be referred to hereafter as "sick leave." Employees who are less than full time shall receive a prorated portion of such leave. Unused sick leave shall accumulate to the maximum

allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each paycheck stub. Sick Leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

a. **Personal Illness, Injury or Disability**: The District shall grant sick leave to an employee when the employee is unable to perform duties because of sickness of body or mind.

b. **Parental Leave:** The District shall grant sick leave for pregnancy, childbirth and related temporary disability to employees, to the extent the employee's physician certifies the employee's temporary disability. The District shall also grant sick leave for a parent to bond with their newborn, adopted, or foster child.

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

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

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

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

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

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

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

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

   The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of the

Superintendent of Public Instruction.

Section B. Professional Leave

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

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

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

Section C. Court Appearance Leave

The District shall grant Court Appearance Leave as follows:

1. **Jury Duty**: Employees who are called to serve on a jury.

2. **Subpoenas**: Employees who are subpoenaed to testify in court as a party to an action against the District or a defendant in a criminal action.

Section D. Long Term Leave of Absence

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

Section E. Personal Leave

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

Section F. Association Leave

The President of the Association and/or the duly designated appointee shall be provided up to eleven (11) days of leave per year, non-accumulative, to participate in area, regional, state and national organizational meetings and conferences and to attend Association business. Such leave shall be with pay, less actual substitute costs incurred. The Association may compensate the employee for such amounts as deducted.

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

Section G. Child Rearing Leave

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

Section H. Bereavement Leave

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

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

1. **Eligibility**: Any employee employed for one (1) year shall be eligible for Family Leave. An employee must work a minimum of 840 hours in the previous qualifying period to be eligible for FMLA leave.

2. **Usage**: Employees shall be provided twelve (12) weeks of unpaid leave during any twelve (12) month period for any of the following reasons:

    a. to care for the employee's child after birth, or placement for adoption or foster care;

    b. to care for the employee's spouse, child, or parent who has a serious health condition; or

    c. for a serious health condition of the employee.

3. **Notification**: The employee shall provide the District thirty (30) days advance notice of his/her intent to use Family Leave when the need for the leave is foreseeable.

4. **Job Benefits and Protection**: The District shall insure the following provisions:

    a. maintain the employee's full health plan during the duration of Family Leave,

    b. grant, at the employee's request, his/her usage of accrued sick leave prior to his/her going on unpaid Medical Leave,

    c. grant the employee his/her previous position or an equivalent position upon return from Family Leave; and

    d. maintain any employee equivalent benefits and salary that accrued prior to the start of Family Leave.

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

5. For further details see Board Policy 5404.

Section J. Sick Leave Sharing

The District shall establish and administer a leave sharing plan in which eligible employees may donate leave for use by a staff member who is suffering from, or has a member of their immediate family suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District. An employee may also use this leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

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

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

Section K. Washington Paid Family Medical Leave (PFML)

Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The Employment Security Department (ESD), not the District, administers PFML and determines who qualifies for benefits. Employees are responsible to file claims with the Employment Security Department (ESD) and payments for such leave will come from ESD. To be eligible for this leave, employees must have worked a minimum number of hours within the qualifying time period as outlined in the Law. It will be the sole choice of the employee as to the order such leave shall be utilized. If an employee has qualified for SEBB, those benefits will continue while they are on PFML. Upon return, the employee will return to the same or equivalent position.

When an employee is seeking PFML, he or she will provide notice to the District of the intent to seek PFML. The employee will notify the District when he or she learns that he or she has been approved for PFML by ESD. The employee will provide the District with documentation received from ESD showing the approval of PFML leave. Once the employee has provided such documentation, the District will provide the employee unpaid leave consistent with PFML .

ARTICLE VIII. FISCAL MATTERS

Section A. Salary:

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

Section B. Salary Placement and Advancement:

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

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

3. Initial Placement

a) Transcripts

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

b) Educational Credits

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

c) Educational Placement (Degrees/Columns)

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

Occupational Therapists, Physical Therapists, and Speech Language Pathologists shall be given credit for experience in their related field, as determined by the District that occurs outside the school setting and placed on the salary schedule at their appropriate level for experience and ESA certification.

d) Experience Placement (Years/Rows)

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

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

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

e) Military Experience

Only active duty military service gained prior to September 1, 1976, shall be recognized for salary credit purposes. One year of salary credit shall be granted for two years of recognized military service experience. Credit for partial years less than two shall be granted on a one for two basis. Two years of salary credit shall be granted for three years of recognized military service experience. No other military service experience shall be recognized.

4. Professional Advancement

a) Educational Credits

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

b) Experience

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

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

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

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

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

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

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

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

Section C. Advanced Study Scholarship -- Annual Awards

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

2. Employees in the District and who hold a continuing or standard certificate shall be eligible to apply.

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

4. The payment of the scholarship stipend will be made upon submission of a transcript or similar evidence that the study or test has been completed.

5. The District shall establish a minimum advance study scholarship fund for this provision in the amount of $3,000 per school year.

Section D. Insurance Benefits

1. Availability

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

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

3. **Premiums**
   a. The district shall pay their portion of the employee premium as established by SEBB.
   b. Employees will be responsible for their portion of the premium.
   c. Premium surcharges will be paid by the employee.

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

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

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

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

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

Section E. Work Year

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

Section F. Work Day

1. Employees cannot be required to be in their respective school and duty station more than thirty (30) minutes before the pupil day begins and more than thirty (30) minutes after the normal pupil day ends. Employees may be assigned appropriate starting and dismissal times, providing their workday shall not be longer than seven and three-quarter (7

3/4) hours. All employees will be provided with a thirty (30) minute, duty free lunch period.
2. All full time classroom employee's pupil contact hours shall be sufficient to meet state law and regulations. Classroom contact hours shall be exclusive of the time required to be spent for preparation, conferences, staff meetings, or any other non-classroom instructional duties. Classroom employees employed less than full time shall have a proportionate amount of pupil contact time.

Section G. Individual Employee Contracts

1. **Individual Contract**: Individual employee contracts or employment agreements shall be on a standard form contract conforming to state laws and regulations.

2. **Supplemental Contracts**: All individual employee supplemental contracts shall define the nature of the duties to be performed by the employee under such contract.

3. **Extended Service Contracts**: The following regular extended service contracts shall be calculated on the basis of each employee's base salary divided by one hundred eighty (180) and the resultant daily rate multiplied by the total number of additional days required under the extended service contract; provided however, this provision shall not preclude the District from entering into contracts for special projects which are not deemed regular extended service contracts.

    a. Employees shall be granted two (2) days with pay. Said days shall be scheduled prior to classes beginning in the fall. During those two days prior to the start of school, no more than one (1) day total will be used for District meetings. Teachers will have a minimum of one day for preparation of students and classrooms, which will be paid on a supplemental contract.

    b. Starting in the 2023-24 school year, the value of the four former TRI days will be moved into the salary schedule in Appendix A. In recognition of this, the one-half (0.5) day spent on Safe Schools training completion is now part of an employee's base salary. Staff will make every effort to attend events outside of the school day such as orientations, back to school nights, family curriculum nights, etc. Suggested events will include only events that existed from the 2018-2019 school year.

    c. Employees shall receive three (3) professional development days that are District-directed with staff input. These days will be paid at per diem.

4. **Release Time**: Employees shall receive one-half day release time at the end of the first, second, third and fourth quarter as preparation for report cards with grades due no earlier than eight o'clock a.m. the following business day for grade 6-12 teachers.

5. **Room Transfers:** The district recognizes that when a teacher is required to move from one classroom to another classroom additional time is needed by the teacher to get the new classroom ready for the first day of school. Therefore, the District will pay for the two (2) days, at per diem rate, when a Building Principal requires a teacher to move from one classroom to another classroom.

Section H. Calendar

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

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

Section I. Attendance at Meetings and Conferences

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

Section J. Travel Reimbursement:

An employee shall receive travel reimbursement equal to that amount paid by the State to State employees (See Board Policy 6213.

Section K. Co-Curricular Employment:

1. **Stipend:** Employees who are offered co-curricular employment shall be paid stipends, which have previously been calculated by multiplying the base salary (BA/0) set out in the Employee Salary Schedule (Appendix A) multiplied by the corresponding rate set out in the Co-Curricular Salary Schedule (Appendix C).

   All stipends will be listed in the OEA contract.

   For the 2025-26, 2026-2027, 2027-2028, and 2028-2029 years only, the base salary used for calculating Co-curricular stipends shall be paused at the 2024-2025 base salary (BA/0) OEA salary schedule amount ($54,448).

   Beginning with the 2029-2030 school year, the base salary used for calculating Co-curricular stipends shall increase each year by the same percentage that the OEA salary schedule increases each year.

2. **Contract and Job Description**: The District shall issue a Supplemental Contract for each such job offered and accepted, and shall attach a detailed Job Description with each such Supplemental Contract.

3. **Extra Compensation**: In the event an employee is required to perform work that is not normally a part of his/her extracurricular job description, he/she shall be compensated at per diem for such work.

4. **Removal of Contract Offer**: In the event the District determines not to re-offer a supplemental contract to an employee, it shall advise the employee in writing, with reasons, prior to the last contract day of the school year.

5. **Not a Condition of Employment**: Neither a determination by the District to offer or not to offer supplemental contract employment to an employee, nor an agreement by an employee to accept or not accept supplemental contract employment shall be made a condition of continuous or future employment with the District pursuant to RCW 28A.405.240.

Section L. Elementary and Secondary Parent-Teacher Conferences:

Teachers will be allotted up to twenty-five (25) minutes per student for Parent-Teacher conferences during agreed upon work hours. To accommodate parents who cannot meet during those times, this time may be flexed if it is approved by the building principal. Any total conference time that exceeds the normal number of work hours will be paid at the teacher's hourly per diem rate.

Section M. Early Notification of Resignation/Retirement

Employees who give early resignation/retirement notification (except due to disciplinary reasons or provisional employees

who have been notified that they are going to be recommended for non-renewal) will be eligible for the following compensation. Compensation for notification prior to the January School Board meeting will be equal to 4 days per diem. Compensation for notification prior to the February School Board meeting will be equal to 3 days per diem. Compensation for notification prior to the March School Board meeting will be equal to 2 days per diem. This time must be time sheeted for non-work hours and closeout responsibilities. (Use notification form, Appendix E)

Section N. Employee Release from Contract

1. When an employee resigns a position (by not signing a contract or by writing a letter of resignation after signing a contract) the district will advertise the vacancy in and out of the district at the same time.
2. The school board will allow certified employees to break signed contracts up to, and including, two weeks after the last day of school.
3. 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 and hold an emergency or conditional teaching certificate and are actively employed in a teaching position. 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 Superintendent's 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 bonafide 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 agents fail to meet a time-line, the grievant may proceed to the next step of the procedure. The specified time limits shall be strictly observed but may be extended by mutual concurrence of the parties.

Section C. Rights to Representation:

1. A grievant shall have the right to be accompanied by the Association at all steps of the grievance procedure.

2. In the event a grievant elects to file and proceed without Association representation, he/she may do so through the first two steps of the procedure only, provided that the Association is present at every meeting or conference in order to protect its contract rights, and further provided that copies of the grievance, appeals and responses are given to the President in a timely fashion.

3. No grievance may be processed with a grievant having representation other than him/her self or the Association.

Section D. Individual Rights:

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

Section E. Procedure:

Grievances shall be processed in the following manner:

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

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

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

STEP 3. Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the time-line, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent, provided it is done within 30 days of receiving the Superintendent's

decision in Step 2. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other party.

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

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

Section F. Expedited Grievance Procedure (Optional):

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

    a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five days after submission, the Superintendent or his/her designee shall schedule a meeting with the Association in an effort to resolve the dispute.

    b. If the grievance is not resolved to the Association's satisfaction, or if the time-line has not been met, the Association may appeal the grievance to the AAA in accordance with its rules of expedited arbitration, provided it is done within 30 days after the meeting referred to in part “a.”.

    c. Neither the employer nor the Association shall be permitted to assert in such arbitration preceding any ground not previously disclosed to the other party.

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

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

Section G. Miscellaneous Conditions:

1. **Contract Expiration**: Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

2. **No Reprisals**: No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

3. **Cooperation of the Parties**: The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.

    For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file

and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.

4. **Released Time**: Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.

5. **Files**: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

6. **Form**: The form for filing grievances is attached to and made a part of this Agreement as Appendix D.

7. **Association Grievances**: If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

Section H. Adverse Action

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

ARTICLE X. Duration

1. This Agreement shall be effective as of September 1, 2025, and shall continue in effect until August 31, 2029. During said period of time, this Agreement shall be binding upon the District, the Association, and all employees who are represented by the Association as their bargaining agent. Salary shall accrue beginning with the effective date of the individual contracts and adjusted as soon as salary data is available. Insurance benefits shall accrue as of the effective date of the individual contracts.

2. The parties acknowledge that the understandings and agreements arrived at by the parties with respect to wages, hours, terms and conditions of employment are set forth in this Agreement. Modifications of this agreement, matters of common concern, wages, hours and terms and conditions of employment may be subject to negotiation during the term of this agreement only upon request and by mutual agreement of both parties.

3. In the event the Washington State Legislature passes legislation that impacts specific provision(s) of this Agreement, said provision(s) shall be reopened for negotiations.

4. For the 2026-27 school year, the salary schedule in Appendix A will be increased by the inflationary adjustment (IPD) provided by the State. For the 2027-28 school year, the salary schedule in Appendix A will be increased by the inflationary adjustment (IPD) provided by the State plus three quarters of a percent (.75%). For the 2028-29 school year, the salary schedule in Appendix A will be increased by the inflationary adjustment (IPD) provided by the State plus one percent (1%).

Executed this 26th day of May 2026, at Okanogan, Okanogan County, Washington, by the undersigned officers by the authority and on behalf of the Board of Directors of Okanogan School District #105 and Okanogan Education Association.

BY:_____
Superintendent, OKANOGAN SCHOOL DISTRICT

BY:_____
Negotiations Chairperson, OKANOGAN EDUCATION ASSOCIATION

APPENDIX A: SALARY SCHEDULES

Years of Service	Salary Schedule for School Year 2025-26								MA+90 OR
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	54,448	55,323	57,437	58,965	63,865	67,019	65,272	70,174	73,330
1	55,182	56,070	58,213	59,806	64,755	67,892	66,000	70,949	74,087
2	55,879	56,773	58,940	60,656	65,593	68,765	66,728	71,665	74,837
3	56,597	57,503	59,690	61,463	66,390	69,638	67,423	72,344	75,593
4	57,307	58,237	60,474	62,305	67,261	70,532	68,150	73,102	76,377
5	59,892	60,530	61,166	63,158	68,097	71,434	68,886	73,825	77,161
6	60,489	61,227	61,967	64,024	68,939	72,293	69,643	74,558	77,909
7	61,091	62,125	63,158	65,497	70,483	73,852	71,058	76,043	79,493
8	61,798	62,898	65,409	67,728	72,782	76,354	73,288	78,342	81,916
9		65,775	67,579	69,980	75,153	78,848	75,540	80,715	84,411
10			69,774	72,353	77,592	81,412	77,911	83,154	86,970
11				74,789	80,145	84,042	80,351	85,707	89,600
12				77,151	82,766	86,778	82,886	88,328	92,340
13					85,452	89,584	85,510	91,014	95,145
14					88,149	92,495	88,211	93,890	98,056
15					90,445	94,901	90,503	96,329	100,604
16 or more					92,255	96,798	92,314	98,257	102,617

Years of Service	Salary Schedule for School Year 2026-27 1.026 IPD — Represents a 2.6% increase from 2025/26 BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 OR Ph.D.
0	55,863	56,761	58,931	60,498	65,525	68,762	66,969	71,998	75,237
1	56,617	57,527	59,727	61,361	66,439	69,658	67,716	72,794	76,014
2	57,332	58,249	60,472	62,233	67,299	70,552	68,463	73,528	76,783
3	58,069	58,998	61,242	63,061	68,116	71,448	69,176	74,225	77,559
4	58,797	59,751	62,046	63,925	69,010	72,365	69,921	75,003	78,363
5	61,449	62,103	62,757	64,801	69,867	73,291	70,677	75,745	79,167
6	62,062	62,818	63,578	65,689	70,731	74,173	71,454	76,497	79,934
7	62,679	63,740	64,801	67,200	72,315	75,772	72,906	78,020	81,560
8	63,405	64,534	67,109	69,488	74,674	78,340	75,193	80,379	84,046
9		67,485	69,336	71,799	77,107	80,898	77,504	82,813	86,605
10			71,588	74,234	79,610	83,528	79,937	85,316	89,231
11				76,734	82,228	86,227	82,440	87,935	91,930
12				79,157	84,918	89,034	85,041	90,624	94,740
13					87,674	91,914	87,733	93,381	97,619
14					90,441	94,900	90,505	96,331	100,605
15					92,797	97,368	92,856	98,834	103,219
16 or more					94,653	99,314	94,714	100,811	105,285

APPENDIX B: 5 SUPPLEMENTAL DAYS

Years of Service	5 Supplemental Days for 2025-26								MA+90 OR
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	Ph.D.
0	1,512	1,537	1,595	1,638	1,774	1,862	1,813	1,949	2,037
1	1,533	1,557	1,617	1,661	1,799	1,886	1,833	1,971	2,058
2	1,552	1,577	1,637	1,685	1,822	1,910	1,854	1,991	2,079
3	1,572	1,597	1,658	1,707	1,844	1,934	1,873	2,010	2,100
4	1,592	1,618	1,680	1,731	1,868	1,959	1,893	2,031	2,122
5	1,664	1,681	1,699	1,754	1,892	1,984	1,913	2,051	2,143
6	1,680	1,701	1,721	1,778	1,915	2,008	1,935	2,071	2,164
7	1,697	1,726	1,754	1,819	1,958	2,051	1,974	2,112	2,208
8	1,717	1,747	1,817	1,881	2,022	2,121	2,036	2,176	2,275
9		1,827	1,877	1,944	2,088	2,190	2,098	2,242	2,345
10			1,938	2,010	2,155	2,261	2,164	2,310	2,416
11				2,077	2,226	2,334	2,232	2,381	2,489
12				2,143	2,299	2,411	2,302	2,454	2,565
13					2,374	2,488	2,375	2,528	2,643
14					2,449	2,569	2,450	2,608	2,724
15					2,512	2,636	2,514	2,676	2,795
16 or more					2,563	2,689	2,564	2,729	2,850

Years of Service	5 Supplemental Days for 2026-27								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	1,552	1,577	1,637	1,680	1,820	1,910	1,860	2,000	2,090
1	1,573	1,598	1,659	1,704	1,846	1,935	1,881	2,022	2,111
2	1,593	1,618	1,680	1,729	1,869	1,960	1,902	2,042	2,133
3	1,613	1,639	1,701	1,752	1,892	1,985	1,922	2,062	2,154
4	1,633	1,660	1,724	1,776	1,917	2,010	1,942	2,083	2,177
5	1,707	1,725	1,743	1,800	1,941	2,036	1,963	2,104	2,199
6	1,724	1,745	1,766	1,825	1,965	2,060	1,985	2,125	2,220
7	1,741	1,771	1,800	1,867	2,009	2,105	2,025	2,167	2,266
8	1,761	1,793	1,864	1,930	2,074	2,176	2,089	2,233	2,335
9		1,875	1,926	1,994	2,142	2,247	2,153	2,300	2,406
10			1,989	2,062	2,211	2,320	2,220	2,370	2,479
11				2,132	2,284	2,395	2,290	2,443	2,554
12				2,199	2,359	2,473	2,362	2,517	2,632
13					2,435	2,553	2,437	2,594	2,712
14					2,512	2,636	2,514	2,676	2,795
15					2,578	2,705	2,579	2,745	2,867
16 or more					2,629	2,759	2,631	2,800	2,925

APPENDIX C: CO-CURRICULAR SALARY SCHEDULE

Okanogan School District
CO-CURRICULAR SALARY SCHEDULE

POSITION	STEP I	STEP II	STEP III	STEP IV
	(1-4 Yrs.)	(5-8 Yrs.)	(9-12 Yrs.)	(13-15 Yrs.)
BAND/CHORAL DIRECTOR	.10	.11	.12	.13
JR & SR CLASS ADVISORS	.01	.02	.03	.04
+CAMP PROGRESS	.04	.05	.06	.07
HS ASB	.10	.11	.12	.13
MS ASB	.035	.045	.055	.065
GRADUATION ADVISOR	.02	.03	.04	.05
PEP BAND	08	.09	.10	.11
HIGH SCHOOL YEARBOOK	.055	.065	.075	.085
MIDDLE SCHOOL YEARBOOK	.045	.055	.065	075
H/SCHOOL KNOWLEDGE BOWL	.055	.065	.075	.085
M/SCHOOLKNOWLEDGE BOWL	.035	.045	.055	.065
H/SCHOOL HONOR SOCIETY	.02	.03	.04	.05
M/SCHOOL HONOR SOCIETY	.01	.015	.02	.025
APPROVED CLUBS:				
AMIGO	.015	.025	.035	.045
ART	.015	.025	.035	.045
WORLD LANGUAGES CLUB	.015	.025	.035	.045
KIWANIS KEY	.025	.035	.045	.05
MUSIC	.015	.025	.035	.045
SCIENCE	.035	.045	.055	.065
GSA	.015	.025	.035	.045
ROBOTICS	.02	.03	.04	.05

9th and 10th grade class advisor will be paid a $100.00 stipend per year.

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

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

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

High School Counselor: 5-10 days
Middle School Counselor: 5-10 days
Elementary School Counselor: 3-6 days

School Psychologist: 18 days
Library Media Specialist: 2 days
Business CTE: up to 10 days
Art CTE : up to10 days
Woodshop CTE: up to 10 days
ASL CTE: up to 10 days
Middle School CTE: Up to 10 days

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

APPENDIX D: GRIEVANCE REPORT FORM

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

TO:_____ Title_____
Name

Grievant's Name_____ Address_____

Address_____ Home Phone_____

Position (or Title) _____

School_____ Department_____

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

First Step _____

_____

Second Step _____

_____

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

_____

_____

_____

The relief I am seeking is: _____

_____

_____

Signature_____ Date_____

APPENDIX E: SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF RESIGNATION/RETIREMENT

SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF RESIGNATION/RETIREMENT

NAME _____

LOCATION_____

DATE OF REQUEST _____

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

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

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

1. Cleaning
2. Collecting personal belongings
3. Reviewing files
4. Organizing teaching items for next teacher
5. Other (please specify)

Amounts payable in June after contract renewal date has passed.

Signature of Teacher Date

Signature of Principal/Supervisor Date

Signature of Superintendent Date

APPENDIX F: 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

TYPE OF EVALUATION

Name_____ _____Annual
School_____ _____90 Day
Assignment (Title)_____ _____Other

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

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

Date_____Class/Activity_____Length of Observation_____
Date_____Class/Activity_____Length of Observation_____
Date_____Class/Activity_____Length of Observation_____
Date_____Class/Activity_____Length of Observation_____
Date_____Class/Activity_____Length of Observation_____
Date_____Class/Activity_____Length of Observation_____

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

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

Date_____Evaluator_____

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

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

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

_____(2) SATISFACTORY _____(1) NEEDS IMPROVEMENT _____(0) UNSATISFACTORY

EVALUATOR'S COMMENTS SECTION 1:

EMPLOYEE'S RESPONSE (Optional):

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

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

_____(2) SATISFACTORY _____(1) NEEDS IMPROVEMENT _____(0) UNSATISFACTORY

EVALUATOR'S COMMENTS SECTION 2:

EMPLOYEE'S RESPONSE (Optional):

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

_____ 3.1 Establishes clear expectations for students and other personnel within framework of responsibility;
_____ 3.2 Is consistent and fair in dealing with student discipline;
_____ 3.3 Makes effective use of specialized materials and equipment;

_____ 3.4 Interrelates technical expertise with other specialized personnel;
_____ 3.5 Demonstrates skill in human relations.

_____(2) SATISFACTORY _____(1) NEEDS IMPROVEMENT _____(0) UNSATISFACTORY

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

EVALUATOR'S COMMENTS SECTION 3:

EMPLOYEE'S RESPONSE (Optional):

Criterion 4: <u>EDUCATIONAL LEADERSHIP:</u> 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):

Criterion 5: <u>PARENT-COMMUNITY INVOLVEMENT</u>: 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 G: EDUCATIONAL SUPPORT STAFF FINAL EVALUATION REPORT (SHORT FORM)

OKANOGAN SCHOOL DISTRICT EDUCATIONAL SUPPORT STAFF EVALUATION REPORT

Employee: _____ **Assignment:** _____

Evaluator: _____ **Date:** _____

TYPE OF EVALUATION: **Annual** _____ **Observation Date:** _____

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

S=Satisfactory **N/I=Needs Improvement** **U=Unsatisfactory**

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

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: LIBRARIAN FINAL EVALUATION REPORT (SHORT FORM)

OKANOGAN SCHOOL DISTRICT LIBRARIAN EVALUATION REPORT

Employee: _____ **Assignment:** _____

Evaluator: _____ **Date:** _____

TYPE OF EVALUATION: **Annual** _____ **Observation Date:** _____

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

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

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

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 I: LIBRARIANS FINAL EVALUATION REPORT (LONG FORM)

OKANOGAN SCHOOL DISTRICT
EDUCATIONAL SUPPORT STAFF EVALUATION REPORT

TYPE OF EVALUATION

Name _____ _____ Annual

School _____ _____ 90 Day

Assignment (Title)_____ _____ Other

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

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):

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, conductive 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):

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 J: CLASSROOM TEACHER FINAL EVALUATION REPORT – Comprehensive

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					

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

Comment:

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					
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 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)					
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:

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

Comment:

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	Average	High		
		5 - 12	13 - 17	18 - 20	**Student Growth Rating**	

Final Summative Rating

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

Student Growth	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 evaluee's signature indicates that he/whe has read and discussed the document in a coference but does not necessarily imply agreement.)

APPENDIX K: CLASSROOM TEACHER FINAL EVALUATION REPORT – Focused

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	Average	High	
	2 - 3	4 - 6	7 - 8	**Student Growth Rating**

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____
Teacher name

_____
Evaluator *Date* *Teacher* *Date*

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

OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK
TEACHER EVALUATION

Teacher: _____ Grd Level(s) _____

Evaluator: _____ Date _____

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

Student Growth Selection Type 3 or 6 _____

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

Comment:

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

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____

Teacher name

_____

Evaluator *Date* *Teacher* *Date*

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

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	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 evaluee's signature indicates that he/whe has read and discussed the document in a coference but does not necessarily imply agreement.)

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

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____
Teacher name

_____
Evaluator *Date* *Teacher* *Date*

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

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	Average	High	
	2 - 3	4 - 6	7 - 8	**Student Growth Rating**

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____

Teacher name

_____ *Date* _____ *Date*

Evaluator *Teacher*

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

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

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____

Teacher name

_____

Evaluator *Date* *Teacher* *Date*

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

OKANOGAN SCHOOL DISTRICT/DANIELSON FRAMEWORK
TEACHER EVALUATION

Teacher: _____ Grd Level(s) _____

Evaluator: _____ Date _____

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

Student Growth Selection Type 3 or 6 _____

Criteria 7: Communicating and Collaborating with Parents and the School Community	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c Communicating with Families					
.1 Establish Student Growth Goal(s)					
.2 Achievement of Student Growth Goal(s)					
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:

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

Based on artifacts collected and observations done on the following dates: _____

_____

_____ has an overall rating of _____

Teacher name

_____

Evaluator *Date* *Teacher* *Date*

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

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		.2		**Total**
	Low 1	Average 2 - 3	High 4	**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 evaluee's signature indicates that he/whe has read and discussed the document in a coference but does not necessarily imply agreement.)

APPENDIX L: EVALUATION OPTION FORM

EVALUATION OPTION FORM

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

Employee's Name:_____

Employee's Building and Grade Level:_____

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

(__) Comprehensive

(__) Focus

The preliminary schedule for observations for this employee is: _____

This employee's evaluator will be:_____

This form was completed and delivered to this employee:_____

Evaluator's signature:_____

I elect the following evaluation options

(__) Comprehensive

(__) Focus

Signature of employee:_____ Date_____

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

APPENDIX M: 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