



## **NEGOTIATED AGREEMENT**

– between –

**Oak Harbor Education Association**

– and –

**Oak Harbor School District No. 201**

**September 2021 through August 2024**

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**PREAMBLE & DURATION**

This Agreement is entered into by and between the Oak Harbor Public Schools (OHPS) and the Oak Harbor Education Association (OHEA), pursuant to *Chapter 41.59 Revised Code of Washington (RCW), Educational employment relations act.*

This Agreement shall be effective as of September 1, 2021, and will continue in effect until August 31, 2024.

Any provision may be reopened for negotiations at any time upon written mutual agreement between the parties.

Each year the school calendar will follow the calendar guidelines in Article 11. The Association and the District will finalize the calendar prior to February 1 of each year utilizing the contract maintenance process making such adjustments to the formula to which both parties agree.

Negotiations regarding any section of the Agreement affected by State or Federal legislation will occur within four (4) weeks following notification by either party. Copies of agreements revised by any negotiations shall be published and made available to all employees by September 30 of each school year.

For the Oak Harbor  
Education Association

For the Oak Harbor Public Schools  
Board of Directors

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Senior Negotiator

By \_\_\_\_\_  
Secretary

## Article 1.0 – Recognition and Definitions

**1.1 Recognition** – The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel under written contract or on leave and substitutes as defined below, unless such positions are principally supervisory or administrative.

**1.2 Substitutes** – Certificated personnel within the bargaining unit include substitute certificated employees employed by the District for more than thirty (30) days of work within the current school year, or for more than thirty (30) days of work within the immediately preceding school year and who continue to be available for employment as substitutes the following school year; and substitute certificated employees employed by the District for a period in excess of twenty (20) consecutive workdays in the same assignment within the current school year, or for more than twenty (20) consecutive workdays in the same assignment within the immediately preceding year and who continue to be available for employment as substitutes the following school year. Only those portions of this contract enumerated below apply to represented substitutes:

**1.2.1** Article 1.0, sections 1.1, and 1.2.

**1.2.2** Article 2.0, sections 2.1, 2.2, and 2.4 through 2.9.

**1.2.3** Article 3.0, sections 3.1 through 3.6, and 3.8. Regarding section 3.7, all except the open period for dues and representation fee deduction shall be limited to September and February.

**1.2.4** Article 4.0, sections 4.1 through 4.6 and section 4.11 only for those substitutes employed after twenty (20) consecutive days.

**1.2.5** Article 5.0, sections 5.1 and 5.5 for those substitutes employed twenty (20) consecutive days or more, prorated.

**1.2.6** Article 6.0, sections 6.1 and 6.5.

**1.2.7** Article 7.0, sections 7.1, 7.2, and 7.4 through 7.8.

**1.2.8** Article 8.0, section 8.2.

**1.2.9** Article 9.0, section 9.1 through 9.7. Provided that represented substitutes are barred from filing grievances over whom the District has chosen to hire for open positions concerning the substance of the decision. Grievances concerning procedure are permissible.

**1.2.10** Article 10.0

**1.3 Definitions** – Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine and words denoting number shall include both the singular and plural.

“**Act**” shall mean *Chapter 41.59 RCW*.

“**Agreement**” shall mean this contract.

“**Association**” shall mean the Oak Harbor Education Association.

“**Board**” shall mean the Board of Directors of Oak Harbor Public Schools, or its authorized designees.

**“Days”** shall mean contracted workdays unless otherwise specifically defined in this Agreement.

**“District”** shall mean Oak Harbor Public Schools.

**“NEA”** shall mean the National Education Association.

**“WEA”** shall mean the Washington Education Association.

**“Teacher,” “certificated personnel,” “certificated employee,” “educational employee,” or “employee”** shall refer to all employees represented by the Association in the bargaining unit as defined in section 1.1.

**“Credits”** shall mean college credits, after the first Bachelor's Degree, computed on a college quarter-hour basis.

**“Basic daily rate of pay”** shall mean a particular employee's base contract rate divided by one-hundred-eighty (180).

**“Substitute” or “substitute teacher”** as used in this Agreement shall refer only to represented substitutes as defined in section 1.1.

The term **“assignment”** shall mean the placement of an employee in a particular grade level(s), subject(s), and/or specialty area(s).

The term **“reassignment”** shall mean a change in an employee's assignment within the present school building to a similar or related subject area or grade level.

The term **“transfer”** shall mean the change of an employee's assignment or work location from one building to another or to a substantially different subject area or grade level within the same building.

The term **“qualifications”** shall mean a combination of factors such as certification, training, recency of training, experience, and judgments of past performance, e.g., teaching, team work, student/staff/parent relations.

The term **“first consideration”** includes an analysis of transfer/reassignment requests in relation to qualifications and District needs for existing positions that are vacant prior to consideration of outside applicants.

The term **“District needs”** shall mean staff considerations, legal requirements associated with staff assignments, District budget, program considerations, as well as student, and/or parent considerations.

The term **“part-time”** teacher or employee or staff shall refer to an employee hired to work on a less than full-time, i.e., 1.0 full-time equivalent (FTE) basis by the District. An employee shall not be considered part-time if he or she is hired to work full-time but for a period of less than an entire contract year. Unless otherwise specified herein, the rights and responsibilities of a part-time employee shall be prorated on the basis of the employee's full-time equivalency. In the case of the supplemental contracts and extra days provided for in sections 6.2 and 6.3 of this Agreement, the part-time employee and his or her supervisor will confer at the beginning of the year with respect to calendaring which additional days will be worked by the part-time employee.



## Article 2.0 – Status and Administration of Agreement

- 2.1 Ratification and Mutual Consent** – This Agreement shall become effective when ratified by the Board and the Association and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

This Agreement shall become effective in accordance with the duration clause herein.

- 2.2 Relationship to Existing Policies, Procedures, Practices, Rules, and Regulations** – This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which are contrary to or inconsistent with its terms to the extent of such inconsistency. Existing rules, regulations, policies, resolutions, or practices of the District, which are not in conflict with this Agreement, are not automatically terminated by it.

- 2.3 Compliance of Agreement** – All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Board and the Association. If any individual employee contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.

- 2.4 Conformity to Law** – If any provision of this Agreement is found to be contrary to law, such provision shall be re-opened for re-negotiation. Said provision shall have affect only to the extent provided by law and all other provisions or applications shall continue in force and effect until agreement is reached.

- 2.5 Distribution of Agreement** – The Association and the District will share equally the costs of printing this Agreement including the costs of clerical time and materials. Following final preparation of this Agreement, the Association shall provide a link to all employees. All employees new to the District shall be provided a copy of this Agreement by the District. Other employees may request a print copy or print a copy with District resources. The District and Association will publish a copy of the Agreement on their websites.

- 2.6 Contract Administration** – Association representative(s) shall meet with the District Superintendent or his or her designee at least once a month during the school year to review and discuss administration of contractual agreements concerning employees represented by the Association.

- 2.7 Appendices** – The appendices are integral parts of this Agreement and by this reference are incorporated herein and are:

APPENDIX 1 Total Compensation Salary Schedule for Certificated Instructional Staff 2021-22

APPENDIX 2 Grievance Review Request Form

APPENDIX 3 Grievance Response – Immediate Supervisor’s Decision

APPENDIX 4 Grievance Response – Superintendent’s Decision

APPENDIX 5-A Evaluation Criteria & Indicators – Certificated Non-Classroom Teachers (TPEP-exempt only)

APPENDIX 5-B Evaluation Criteria & Indicators – Certificated Support Personnel

APPENDIX 6 Observation Report

APPENDIX 7 Evaluation Report – Certificated Non-Classroom Teachers (TPEP-exempt)

APPENDIX 8 Evaluation Report – Certificated Support Personnel

APPENDIX 9 Contract Waiver Request Form

APPENDIX 10-A 5 Dimensions of Teaching and Learning – Certificated Classroom Teachers

APPENDIX 10-B CEL 5D Rubric for Instructional Growth and Teacher Evaluation (2016) by Washington State Criteria

APPENDIX 10-C Student Goal Setting / Data Conference

APPENDIX 10-D Observation Report

APPENDIX 10-E Annual Evaluation Report – Certificated Classroom Teachers

APPENDIX 10-F Evaluation Scoring and Rating Guide

**2.8 Management Rights** – The rights, powers, authority, and function of management remain vested in the Board, save only as specifically limited by terms set forth in this Agreement.

**2.9 Integration** – Any agreements between the Association and the District, in addition to those set forth herein shall be documented in writing. These written agreements shall be signed by the District Superintendent and the Association President. The duration of the written agreement shall be specifically stated and the agreement is not precedential.

The parties shall keep a notebook file of all written agreements and memorandums of understanding.

**2.10 Contract Waiver Process** – Requests to waive provisions of this Agreement may be made by employees or by agents of the District, either jointly or individually. Individual waiver requests shall be handled by the parties on a case-by-case basis through the contract maintenance process. Normally, the process herein outlined is intended for joint requests of employees and administration of a school building, work site, or program. Waivers may be granted up to the duration of this Agreement. Provided that waivers that pertain to parent conferences at secondary schools may last for a longer duration than the life of the Agreement if seventy-five-percent (75%) of the affected members initially approve the longer duration. Waiver requests must conform to the following guidelines in order to be considered by the parties:

**2.10.1** Waiver requests must be in writing on Appendix 9 and must include:

**2.10.1.1** Reference to the specific provision or provisions of the Collective Bargaining Agreement to be waived.

**2.10.1.2** Clear evidence of joint employee and administration participation in the decision-making process. Waiver requests require a vote in favor by at least two-thirds (2/3) of employees who are affected by the request.

**2.10.1.3** Rationale for the waiver.

**2.10.1.4** Specific timelines and duration for the request.

**2.10.1.5** Effect of the waiver on other areas of this Agreement and on employees not voting in favor, if any.

**2.10.2** Waiver requests must be submitted concurrently to the District Superintendent, or his or her designee, and the Association President, or his or her designee.

**2.10.3** Any waiver requests will be granted only if both the District Superintendent, or his or her designee, and the Executive Board of the Association agree.

**2.10.4** The District and the Association stipulate that any waivers granted are not precedent setting.

**2.10.5** All waivers are renewable once by submission of the original waiver documentation and a two-thirds (2/3) vote of the affected employees, subject to approval as set forth in section 2.10.3. Subsequent renewals may be granted, but must be re-submitted as a new waiver request.

### Article 3.0 – Association Rights

- 3.1 Exclusivity** – Rights and privileges afforded the Association and its constituent organizations shall not be granted to other organizations seeking to represent employees represented by the Association.
- 3.2 Access and Equipment Use** – The Association and its representatives shall have the right to use rooms and areas in District buildings, normally used by students or the public, for meetings and to transact Association business, at reasonable times, when such rooms and areas are not otherwise in use, including the right to use District facilities and equipment in such areas when such equipment is not otherwise in use, provided the Association shall reimburse the District for any copying expenses or damage to such rooms, facilities, or equipment arising from such use. If the District incurs extra costs for custodial service because of such use, the Association shall reimburse the District.
- The Association and its representatives shall have access to all buildings and to all employees within the bargaining unit, so long as such access does not interfere with the employees' assigned duties, or violate such employees' right of privacy.
- 3.3 Membership Communication** – The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards to be provided in each faculty lounge of each building in the District. The District will provide one (1) hour of contracted time for OHEA to meet with new employees.
- 3.4 Access to Information** – The Association, upon request, shall be entitled to obtain from the District any information necessary to carry out its duty as sole and exclusive representative of all certificated non-supervisory personnel of the District.
- 3.5 Released Time** – Whenever Association representatives are mutually scheduled with the Board's or Administration's representatives to participate in negotiations or grievance hearings during working hours, said representatives shall suffer no loss of pay. The parties agree that negotiations and grievance hearings, in addition to being scheduled during normal school hours, may also be scheduled after normal school hours.
- 3.6 Committees** – If the District determines to form any District-wide committee or citizens' advisory committee, and membership on such a committee is to include an employee, the Association shall have the right to designate at least one (1) employee to serve on such committee.
- 3.7 Payroll Deductions and Representation Fees** – On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of individual dues and fees required to be paid by members of the Association which dues and fees are to be deducted in the coming school year under payroll deduction and if necessary, the name of the designated charitable organization as defined herein. The total for these deductions shall not be subject to change during the school year.

Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed. The District agrees to promptly remit directly to the Association or its designee all moneys so deducted, accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. The District shall notify the Association of any changes within thirty (30) days of said list due to employees entering or leaving the employ of the District.

The Association agrees to reimburse any employee from whose pay dues and fees or representation fees were deducted, those sums in excess of the total amount due to the

Association at that time, provided the Association or its designee actually received the excessive amount. The District shall furnish the Association with a list of substitutes hired each month, including number of days worked. The Association shall furnish the District with the Assignment of Wages form required for payroll deduction.

**3.7.1 Membership Deductions** – Within ten (10) days of their commencement of employment, employees who do not currently have deductions for dues and fees made by the District may sign and deliver to the District an *Assignment of Wages Form for Membership*, which shall authorize deduction of Association membership dues and fees. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. When applicable during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid dues and fees by means other than through payroll deduction.

**3.7.2 Membership Withdrawal** – Members who wish to withdraw from union membership must follow the process outlined by OHEA leadership. The procedure will be made available to the District Administration. If an employee submits a written request to withdraw directly to the District, the District will forward the request to WEA and stop deductions at the next regular payroll.

Process:

- Members who wish to withdraw will be encouraged to contact the OHEA President.
- Members will be informed per the signed membership form that they may send a letter stating their desire to revoke their membership with a signature and date to: WEA Membership Dept.  
P.O. Box 9100  
Federal Way, WA 98063-9100

**3.7.3 Indemnity** - The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

**3.8 Communication** – Nothing in this Agreement or district policy shall be construed to limit the right of the Association or individual employees to communicate their views to the Board at reasonable times and places. The Association shall, except in emergency situations, have available to them a copy of the Board meeting agenda, with action items indicated, at least two (2) days prior to the meeting date; provided, nothing herein shall be construed to require the Board to bargain or negotiate with the Association on the agenda.

The Board shall schedule on the agenda of each public board meeting under “New Business” or other appropriate places on the agenda, matters brought to its attention by the Association.

**3.9 District Compensation** – The Association shall pay the District an amount equal to the actual cost of such Association activities contained in Article 3.0 and section 5.7. The exact compensation amount shall be adjusted at least annually by mutual agreement between the District Superintendent and the Association President. District billings shall be on a monthly basis unless otherwise determined by the District.

## Article 4.0 – Employee Rights

- 4.1 Individual Rights** – The private and personal life of an employee is not within the appropriate concern or attention of the Board, except as it affects job performance or may be contrary to *WAC 181-87 (Code of Professional Conduct for Education Practitioners)*.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive but are in addition to those provided elsewhere.

- 4.2 Just Cause** – No employee shall be warned, reprimanded or suspended, without pay, or discharged without just and sufficient cause. The specific grounds forming the basis of such disciplinary action will be made available to the employee and to the Association in writing. This section shall in no way be interpreted to preclude the administrator's right to discuss, informally, his or her concerns about the employee's performance and its upgrading.

Subject to the foregoing, an employee shall be entitled to have a representative of the Association present during any interview that they reasonably believe might lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee for a reasonable period of time to allow such representative to be present. Further, if disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken. This paragraph shall not relate to the assignment, reassignment, or frequency of hiring represented substitutes.

The District agrees to follow a policy of progressive discipline, which normally includes in this order: verbal warning; written reprimand; suspension without pay; and discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action.

The parties affirm that it is desirable to have complaints against employees addressed and where possible resolved at the lowest possible level, directly between the complainant and the employee. To this end, the District will encourage complainants to take up their complaints directly with the employee complained of, where this option is considered safe. Where the complainant is another District employee, the parties will be given the opportunity to participate in mediation for the purpose of resolving the complaint.

Employees shall be notified within seven (7) days of complaints that may lead to discipline.

If, in the course of an investigation, employees are interviewed as part of that investigation, a written summary of the information gathered will be provided to the employee upon request in order to verify the accuracy of the information, make corrections, or attach comments for clarification. The employee will be provided the opportunity to sign this summary verifying its accuracy and content.

In the course of an investigation, the District will endeavor to protect the privacy of the employee(s) being investigated, limiting disclosure to third parties of information relating to the investigation to those with a legitimate need to know. It is understood that the use of administrative leave will be reserved for allegations of serious misconduct and at the discretion of the District. Prior to the conclusion of an investigation, the employee will have the opportunity to suggest additional witnesses and additional investigation questions. In the case of investigations conducted by outside administrative and/or governmental agencies, association leave is available in accord with section 5.7 for an employee desiring Association representation.

If, after investigation, the allegation is determined to be unsubstantiated, the employee may request, and the District will provide, a letter indicating such.

- 4.3 Academic Freedom** – Academic freedom shall be guaranteed to all employees. Employees shall be guaranteed professional freedom in classroom presentations and discussions and may allow discussion on political, religious, or otherwise controversial material provided this is done on an informative basis only and is reasonably within the course content as contained in the District adopted learning goals and objectives.

When such an issue is discussed, it is the responsibility of the employee to ensure that all sides of the issue are equally discussed. Employees shall not become advocates of a particular point of view on controversial issues in classroom situations. Students shall have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice, to reconsider assumptions and claims, and to reach their own conclusions.

Employees who operate within these regulations shall have the full support of the Board and the Administration.

No mechanical or electronic device shall be utilized in any classroom or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class without the prior knowledge of the employees involved.

This section shall not restrict the right of the District to assign lesson plans and procedures to substitute teachers.

- 4.4 Personnel Files** – For the purpose of this section, the term “personnel file” refers to the District’s official file for each employee, which is kept at the District’s main office. The term “working file” refers to an evaluator’s file, which is kept at a work site.

The content of the working file may be reviewed at any time by the evaluator and employee.

Employees or former employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request, a copy of any documents contained therein shall be furnished to the employee at cost. Anyone, at the employee’s request, may be present at this review, which may be in the presence of an administrative staff member.

Each employee's personnel file shall contain the following items of information as a minimum; evaluation reports, annual contracts, a copy of current teaching certificate, transcripts of academic records, and disciplinary actions. An employee may seek to have any such material removed.

No evaluation, correspondence, or other material containing disparaging remarks about an employee shall be placed in either file without the employee's knowledge and right to attach his or her signed written comments.

With the exception of evaluation reports, all derogatory information and information forming the basis for any reprimand, warning, discipline, or adverse effect shall be removed from the personnel file after three (3) years from the date of entry and from the working file after one (1) year from date of entry. However, if other such instances occur during the respective time periods, this timeline will begin from the latest entry. This paragraph shall not be construed as applying to any information required to be retained by *RCW 28A.400.301*. For the purposes of this paragraph, Appendix 6 shall be considered an evaluation report for those employees on short form evaluation for whom the evaluator elects to utilize subsection 8.6.2.1.

Electronic drafts of appendices 6, 7 and/or 8 are excluded from the operation of this section.

The employee shall acknowledge that he or she has read such material by affixing his or her signature and the date on the actual copy to be filed. It is understood that such a signature merely signifies that the employee has read the material to be filed.

- 4.5 Employee Protection** – The District agrees to provide insurance to hold employees harmless and defend them from loss, including reasonable attorney’s fees for actions arising out of any claim, demand, suit, or judgment by reason of any negligent act or negligent failure to act by such employee, within or without the school building, provided such employee, at the time of the act or omission complained of, was acting within the scope of employment or under the direction of the District.

Assaults upon employees shall be promptly reported to the Administration. While employees are encouraged to inform the Administration of any legal interventions filed, they are not required to seek administrative support or permission to do so. The District will render all assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

The District shall provide employees with insurance protection covering those employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees. Such insurance protection shall include liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

Employees shall be designated as insured parties in policies of insurance provided herein.

- 4.6 Student Discipline** – School rules and regulations shall be enforced and be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified, certificated educators regarding conditions necessary to maintain the optimum learning atmosphere.

The Principal and the certificated employees in each school building shall confer at least annually for the purpose of developing, or renewing, or both, building discipline standards and the uniform enforcement of those standards. Such procedures shall be developed with participation of parents and the community. Such review shall include distribution of applicable RCW’s, WAC’s, and Oak Harbor Public Schools Board Policy. Discipline standards and regulatory rules will be distributed to staff within the first four (4) weeks of each school year.

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee’s immediate supervision may be excluded from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the Principal or his or her designee and the employee have conferred, whichever occurs first. Provided that, except in emergency circumstances, the employee shall have first attempted at least one (1) or more alternative forms of corrective action: Provided further that in no event without the consent of the employee shall an excluded student be returned during the balance of that class or activity period. At the employee’s request, the employee and the parent shall be notified in writing regarding resolution of the specific discipline problem.

It is recognized that the procedural rights and protections afforded to special education students may, in some instances, supersede the rights of employees relating to student discipline provided for herein.



Each building administrator shall provide for and designate a location and a person(s) in each building where a student excluded from class will report.

If an employee's recommendation regarding discipline is not applied; or if an employee's imposed discipline is overturned or modified by an administrator over the objection of the employee; or if the employee feels that the discipline applied by an administrator is not appropriate to the situation or individual involved, the administrator will, at the employee's request, meet with employee and discuss such actions.

No action shall be taken regarding the reassignment of students to a new or different class(es) as the result of complaints or allegations made about the employee's professional practices, instructional techniques, or discipline procedures without first conferring with the affected employee about the student's reassignment.

All staff will work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.

Teachers will maintain good order appropriate to the activity in their classrooms, hold students to strict accountability while in school for any disorderly conduct while under their supervision, and give careful attention to the maintenance of a healthful atmosphere in the classroom.

An employee may use such force as is necessary to protect him or herself, fellow employees, or students from attack, physical abuse, or injury. The administrator's designee for purposes of this section shall be a certificated employee or dean of students.

**4.7 Individual Employee Contract** – The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations, and District policies, procedures, and agreements.

**4.7.1 Copies of Contract** – A contract shall be given to the employee each year for signature. The contract date of issue will be determined by the District and shall be signed and returned within five (5) days of receipt. One (1) copy is retained by that employee at the time it is signed and one is retained by Human Resources for the personnel file.

**4.7.2 Release from Contract** – An employee under contract for the ensuing school year shall be released from obligations of the contract upon request under the following conditions:

**4.7.2.1** A letter of resignation must be submitted to the Superintendent.

**4.7.2.2** A release from contract for an ensuing school year shall be granted provided a letter of resignation is submitted prior to July 1.

**4.7.2.3** A release from contract may be granted after July 1 provided a satisfactory replacement, as determined by the District or its designee, can be obtained.

**4.7.2.4** A release from contract may be granted in case of illness or other personal matters, which make it impossible for the employee to continue in the District.

**4.7.3 Length of Contract** – For 2021-22 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded

Professional Learning Days, with the remaining 4.5 days of extra time paid on a supplemental contract. For 2022-23 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded Professional Learning Days, with 5.5 days of extra time paid on a supplemental contract. For 2023-24 the length of the regular employee contract shall be one-hundred eighty-three (183) days, inclusive of three (3) state-funded Professional Learning Days, with 5.5 days of extra time paid on a supplemental contract. Any extension of contracted days by the District shall be computed by dividing the total number of contracted work days by one (1/183), unless mutually agreed to the contrary by the employee, the Association, and the District. All extensions of the contract beyond the one-hundred-eighty (180) day school calendar and the state-funded professional learning days will be paid and reported on supplemental contracts.

**4.7.4 Payment and Repayment** – In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the employee's contracted salary.

Payroll checks shall be issued to the employee on the last business day of each month and, upon request, shall be deposited in the employee's account.

Corrections shall be made on or before the 15th day of the next month. When an overpayment is made, repayment deductions shall be made over two (2) pay periods, provided cumulative errors shall be corrected at the rate they accumulate, except as to an employee who is leaving the District, repayment must be made before the final check is issued.

**4.8 Extended Contracts** – Extended contracts for supplemental assignments are for specified periods and shall be in accordance with current statutory provisions. The District shall notify employees of appointments for the next year as early as possible. The District shall issue supplemental contracts for the next year as early as possible.

**4.9 Transfer/Reassignment** – In the absence of unusual circumstances, e.g., substantial reduction in work forces due to economic circumstances or lack of student enrollment in a particular area, employees will not ordinarily be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades, and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas. In the event that the District involuntarily transfers an employee to a subject area outside the employee's experience, the District and the employee will create a plan to help the employee succeed in the new assignment. The District will give due consideration on evaluations for employees who have been assigned to an area outside of their experience. All vacancies or new positions shall be filled on the basis of qualifications for the position as determined by the District Superintendent and the Board.

**4.9.1 Involuntary Employee Transfer** – In the determination of assignments and transfers, the convenience and the work of the employee should be considered to the extent that these considerations do not conflict with the needs of the District. The District will endeavor to exempt provisional employees from involuntary transfer. Additionally, the District will endeavor to involuntarily transfer the same employee no more than once every three (3) years. Prior to implementing an involuntary transfer, the District will first seek volunteers at the building site. In making an involuntary transfer, seniority and qualifications will be considered by the District. In the event the District determines an involuntary transfer/reassignment of any employee to a different room, to a different grade level in the same room, or to a different building is necessary after the teacher

workday at the beginning of a school year, the District will make available a substitute for one (1) day to free the employee to accomplish the move or, if the District determines that it is necessary to complete this reassignment or transfer during a non-contracted day, said employee will be reimbursed for one (1) day at their daily rate of pay.

When a situation requires the move of an entire building to a different location, the District will contribute the equivalent of two (2) days per diem pay per FTE to a pool of days available to compensate employees for the time required to make such a move. Moving days will be distributed according to needs as established at the building level. Such moves will not be scheduled within the student year except as mutually agreed otherwise.

District property lost or damaged during the relocation of a building will be considered for replacement or repair by the District on a case-by-case basis. Employees are obligated to report loss or damage within ten (10) working days of the completion of the relocation.

**4.9.2 Voluntary Employee Transfer Request** - To assure that employees are made aware of any vacancies or newly created positions which occur at any time within the District, all vacancies and new positions that become available before April 30 shall be publicized to the staff via district email for at least three (3) business days before being posted externally.

An exception to this requirement may be made in the case of postings for a pool of candidates to fill unspecified grade level positions at multiple schools. However, in this event the District will publicize specific openings internally, and internal candidates will be considered and interviewed prior to external pool applicants being placed.

Employees who desire a transfer and/or reassignment to a published, open, continuing position shall submit an email of interest with an attached resume and cover letter to HR, the OHEA President and the building Principal. Employees who follow the above procedures to apply for positions within the three (3) business day timeline referenced above will be considered and interviewed for any position for which they are qualified before external candidates are considered.

After April 30, internal candidates who express interest in a position will be considered along with external candidates.

The interviewing administrator will provide feedback to an employee who is denied a transfer/reassignment upon request.

The District will attempt to have all new or recently vacated positions posted to staff by summer dismissal.

**4.10 Other Payroll Deductions and Automatic Monthly Deposits** – All employees' salaries are subject to the following payroll deductions:

- Withholding tax;
- FICA (OASI);
- Dues and representation fees pursuant to Article 3.0 and section 3.7;
- Industrial insurance deduction;
- State teachers' retirement system; and

- Absences not provided for by leaves, computed at the employee's basic daily rate of pay.

And within the capability of the District's Business Office, deductions authorized by the employee for:

- Additional withholding tax;
- Medical or dental premiums not paid by the District for plans authorized by section 6.8;
- WEA salary insurance;
- Tax-sheltered annuities; and
- Charitable deductions, such as United Way, with priority given to those that must be deducted from an employee's pay to qualify for federal tax deductions.

All new employees will be automatically required to enroll in electronic transfer of paychecks.

- 4.11 Employer Liability for Volunteer Trips** – Employees who drive students to school connected activities which take place away from the school building shall do so only with the advance approval of their Principal or immediate supervisor. In such event, the employee shall be relieved of all personal liability for any accident which may occur in connection with such trip except in case of gross negligence. Employees shall be reimbursed for vehicle use at the rate prescribed for employees of the Washington State Office of Superintendent of Public Instruction (OSPI).
- 4.12 Employees New to the District** – Employees new to the District shall be paid per diem of their daily rate for all days required by the District to be worked prior to the first contracted day.

## Article 5.0 – Leaves

- 5.1 Illness, Injury, and Emergency Leave** – Twelve (12) days of illness, injury, and emergency leave shall be granted each year to all full-time employees for illness, injury, and emergencies. Employees whose employment is terminated prior to the end of the contract year shall earn illness, injury, and emergency leave prorated proportionally. The length of illness, injury, and emergency leave for the first year for employees starting their term of service after the beginning of the year shall be prorated according to the months remaining in the year. Illness, injury, and emergency leave shall be accumulated to the maximum allowed by state law.

In general, emergency leave is provided to cover absences from work for reasons that are unforeseen and beyond the control of the individual, i.e., serious illness within the immediate family or a close personal friend. All leave under this provision must have prior approval of the Superintendent or his or her designee. However, it is recognized that, in some cases, time may not permit prior approval. If a precedent has not been established, these cases will be evaluated upon the employee's return.

An employee who will be absent for the day must notify the District at least one (1) hour before school starts. While on illness, injury, and emergency leave, the employee shall notify the Principal of his or her intention for the next day as soon as possible, preferably before school is out in the afternoon. Principals may deviate from the above procedure if they feel a different method works best for their situation. Failure to comply with the reporting method outlined may result in loss of pay, especially if the Principal does not receive sufficient notice and a substitute has been called for duty. Deductions for salary purposes and illness, injury, and emergency leave time will be based on one-half (1/2) and full days only. Absences will be reported using the District's online substitute system.

- 5.1.1 Maternity Leave** – Temporary disability leave will be granted for pregnancy. An employee requesting maternity leave shall give written notice to the District as far in advance as possible and at least thirty (30) days prior to commencement of leave. The request for leave should include the anticipated date of birth; the estimated date leave is to begin; and the estimated date of return from leave.

The employee may continue to work until, in the judgment of her physician, her work or her health will be impaired by her condition.

Illness, injury, and emergency leave shall be granted for maternity, if the employee is eligible for such, for the time that her health care provider certifies that she is unable to perform her normal duties as an employee because of her health or disability.

Employees may use maternity leave in conjunction with unpaid infant care leave as provided for in section 5.4.1.

Commencing January 1, 2020, employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility criteria for this program are established by the State. Information on this program is available through the Human Resources Department.

- 5.2 Bereavement Leave** – Employees shall use discretion in accessing bereavement leave. Bereavement leave shall not be accumulated and shall not be taken from sick leave. The District shall allow certificated employees up to five (5) days per occurrence of paid bereavement leave in the event of death of members of the household, spouse, siblings, parents, children (or anyone having the position of child, parent, or sibling who at one

time resided in the same household), grandparents, grandchildren, foster children, mother or father-in-law, and son or daughter-in-law. The District shall allow up to three (3) days per occurrence of paid bereavement leave up to a total of six (6) days per year for aunts, uncles, siblings in law, and anyone having the position of child, parent, or sibling who are not included in the five (5) day provision, or to attend the funeral of a close personal friend. Under extenuating circumstances additional emergency leave may be accessed at the discretion of the Superintendent or the designee.

**5.3 Illness, Injury, and Emergency Leave Sharing** – Employees may donate illness, injury, and emergency leave to another employee subject to the following:

The donating employee must have an accrued illness, injury, and emergency leave balance of more than twenty-two (22) days.

The donating employee cannot request a transfer that would result in his or her illness, injury, and emergency leave account going below twenty-two (22) days.

An employee who receives leave under this section will retain his or her status as a District employee. An employee who receives leave under this section in excess of what is immediately used may be permitted to retain the donated leave until the District determines that the donated leave is no longer needed, or will not be needed at a future time, in connection with the illness or injury for which it was originally transferred.

**5.4 Extended Leave**

**5.4.1 Leave Without Pay, but with Job Security** – Upon timely return from leaves in this section, the employee shall be placed in the same position subject to necessary transfers. Leaves extended beyond one (1) year require placement only in a similar position.

Employees on one-year leave must notify the District in writing by December 1 of their leave year of their intention to return for the following school year. Failure to do so terminates employment.

**5.4.1.1 Family Leave** – This leave shall be granted in compliance with Federal and State law and shall include absence without pay but up to twelve (12) weeks paid medical benefits to qualified employees.

**5.4.1.2 Professional** – Upon the Board's approval, a leave will be granted for employees who have completed one (1) year with the District to enable the employee to professionally improve.

**5.4.1.3 Infant Care** – Leave shall be granted to any employee for early infant care provided the District receives the application for infant care leave forty-five (45) days prior to the estimated date of the commencement of the leave. Such leave may be granted for up to one (1) calendar year and may be extended at the discretion of the Superintendent or his or her designee/designee.

**5.4.1.4 Adoption** – An employee adopting a child shall be granted leave without pay for a period up to one (1) calendar year.

**5.4.1.5 Extended Illness** – Leave shall be granted for extended illness for a period of up to one (1) calendar year. A written application for such leave must be accompanied by a statement from the employee's health care provider indicating the nature of the illness and definitely recommending that the employee be relieved of duty.

- 5.4.1.6 Association Leave** – Upon request of the Association, one (1) employee shall be granted leave up to one (1) school year to engage in state (WEA) business or national (NEA) association business.
- 5.4.1.7 One Year Leave** – Leave shall be granted for personal reasons for a period of one (1) year. The applicant must have a total of ten (10) years of experience in Oak Harbor Public Schools. A written application for such leave must be submitted to the District by April 15 of the year prior to the school term for which leave is being requested. Leave will be limited to one (1) leave per employee every ten (10) years non-accumulative.
- 5.4.1.8 Short-Term Leave** – Upon approval of the Superintendent or his or her designee/designee, an employee shall be granted short-term leave without pay for up to ten (10) working days.
- 5.4.1.9 Public Office Leave** – The District shall grant leave to an employee who has been elected to governmental office. Such leave shall be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of his or her service in the elected office. The employee shall retain seniority while on public office leave. Upon his or her return, the employee will be placed in the same or similar position for leaves of more than one (1) year. This leave may be extended or modified at the discretion of the Superintendent or his or her designee.

#### **5.4.2 Leave With Compensation and Security**

- 5.4.2.1 Sabbatical Leave** – Upon Board approval and under such terms as the Board designates, leave with partial compensation granted for travel or further study for the professional improvement of employees may be granted in accordance with the following guidelines:
- 5.4.2.1.1 Eligibility** – The applicant must have a total of five (5) years of experience in the District. A proposed itinerary must be filed with the application.
- 5.4.2.1.2 Application for Leave** – Applications should be submitted, in writing, on or before December 1 but not later than February 15 of the year prior to the school year for which leave is being requested. The number of employees on leave shall not exceed two-percent (2%) of the total certificated staff of the District and will be limited to one (1) leave per employee every five (5) years. All applications for sabbatical leave will be reviewed by a committee made up of two (2) employees appointed by the Association and two (2) Administrators. This committee will report to the Superintendent and recommend approval or disapproval of the applications reviewed. The final decision whether or not to grant the leave request rests with the Board. Employees who apply for such leave will be notified of Board approval or disapproval no later than April 5.
- 5.4.2.1.3 Compensation During Leave** – Compensation shall be at the rate of fifty-percent (50%) of the employee's basic salary for the year during which leave is to occur. If an applicant receives a financial grant in aid which is less than his or her

basic salary, the District will pay the difference between that grant and the basic salary; provided, however, that the amount paid by the District shall not exceed fifty-percent (50%) of the employee's basic salary.

**5.4.2.1.4 Returning to Employment** – The recipient of a leave must agree to return to the employment of the District for the year following the leave unless otherwise approved by the Board. As a condition of granting the leave request, the employee will be required to sign a promissory note for the amount to be paid by the District while on leave, which will be voided when the employee has completed one (1) year of service in the District following leave.

If the employee does not return to the District for reasons other than sickness, injury, or death, the note will be payable within twelve (12) months, with interest computed at two-percent (2%) above prime lending rate then quoted by Washington State commercial banks.

**5.4.2.1.5 Reporting to the Board** – Upon return from sabbatical leave, each employee will report to the Superintendent and the Board, giving the substance of the program in which he or she was engaged.

**5.4.2.2 Exchange Teaching** – Upon the Board's approval, a leave will be granted for exchange teaching and/or teaching in overseas dependents' schools without loss of experience increment and in accordance with the following principles:

**5.4.2.2.1 Eligibility** – The applicant must have a total of five (5) years of satisfactory experience in the District prior to departing for an exchange and then may apply no more than once every five (5) years. Some specialized positions may not have suitable foreign counterparts.

**5.4.2.2.2 Application for Leave** – Application letter from the employee should be submitted to the Superintendent along with an approval and support letter from the employee's supervisor. Normally, only one (1) application will be approved per building per year.

**5.4.2.2.3 Compensation During Leave** – The employees will receive his or her normal compensation during the exchange. There will be no District compensation for the exchange teacher.

**5.4.2.2.4 Return to Employment** – It is expected that the employee will return to their assignment for at least one (1) year following the exchange.

**5.4.2.2.5 Reporting to the School Board** – Upon return from the exchange, each employee will report to the Superintendent and the Board, giving the substance of the exchange.



## **5.5 Compensated Temporary Leave from Duty**

**5.5.1 Public Service Leave** – Upon prior approval by the Superintendent or his or her designee/designee, leave with pay for public service shall be granted. Public service is defined as:

**5.5.1.1 Jury Duty** – When an employee serves on jury duty, a leave will be granted at full pay for each day such jury duty requires. The employee will reimburse the District with any fees or payment received for such duty.

**5.5.1.2 Appearance in Court** – Appearance in court or under subpoena as a witness in an action to which neither the employee nor the Association is a party, unless subpoenaed by the District.

**5.5.1.3 Military Training Duty** – Pursuant to RCW 38.40.060, any employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted a paid military leave of absence from District employment for a period not exceeding twenty-one days during each year beginning October 1st and ending the following September 30th in order that the person may report for required military duty, training, or drills including those in the National Guard under Title 10 U.S.C., Title 32 U.S.C., or state active status. Such leave is in addition to any other accrued paid leave available under this Agreement.

**5.5.1.4 State of Emergency** – To volunteer to assist in emergency response when a county, state and federal declaration of “state of emergency” has been made. Not to exceed ten (10) work days.

**5.5.1.5 Conference or Seminar Leave** – Upon prior approval by the Board or its designee, leaves may be granted to employees to attend meetings, conferences, symposiums, and seminars at which concerns vital or useful to education are the subject of discussion. Employees on such leave shall receive their basic salary. Necessary expenses shall be paid by the employees or outside agency. When the employee is specifically designated as the District representative to such meeting, the employee's expenses, including substitute costs, shall also be paid by the District.

**5.5.2 Annual Leave** – Up to three (3) days annual leave, with pay, may be granted to each employee each year. Employees may carry over up to two (2) annual leave days not to exceed a total five (5) annual leave days in any one (1) year. Application for annual leave shall be processed in advance using the Certificated Staff Attendance Form. The employee shall give notice for such leave, identifying it as annual leave, to the Principal or immediate supervisor forty-eight (48) hours in advance of taking said leave. In situations when advance notification cannot be given, the Principal or immediate supervisor shall be notified as soon as possible.

Annual leave shall be granted for family and personal reasons.

Annual leave may not be used during the first two (2) instructional days of the school year or during parent-teacher conferences, provided that certificated employees whose work assignments do not normally require them to conduct parent-teacher conferences may use annual leave during parent-teacher conferences with prior approval of their supervisor. No more than five (5) consecutive annual leave days may be taken at any one time. Further, no more

than two (2) annual leave days each may be taken connected to the Winter and Spring break holidays.

No more than eight-percent (8%) of the employees in any school building or five-percent (5%) of the total work force of the District shall be granted annual leave on any one (1) instructional day provided, that these limits do not apply to employees who do not require a substitute.

The above restrictions may be waived by the Human Resources Department for honors and awards to a spouse or child (i.e., graduation, state tournaments, college musical or drama presentations, professional awards) as well as military send-offs and homecomings.

In cases where more than the percents allowed apply for annual leave, leave shall be granted on the basis of order of application.

Annual leave may be exchanged for additional optional days, at the rate of one (1) annual leave day for one (1) day, per diem. The use of optional days is governed by Article 6, section 3 of this Agreement.

Unused annual leave days may be cashed out at the end of the school year at the per diem rate not to exceed a cash out of two (2) days in any one (1) year. The additional compensation will be paid no later than the August paycheck.

**5.5.3 Employee Administrative Leave** – Employees accused of misconduct, which in the judgment of the District's administration is appropriate for investigation, shall be placed on administrative leave or reassignment with pay in compliance with Board policy.

**5.6 Other Leave Terms and Conditions** – Nothing in this Agreement shall be construed to prevent the Board or its designee from granting extended or temporary leaves on terms more favorable to the employee than herein set forth.

**5.7 Association Leave** – The Association President shall be entitled to the equivalent of ninety (90) days of paid leave per year. The hours and days of said leave shall be mutually agreed upon by the Association President and the District Superintendent. The President's leave shall be used for such things as attending meetings with members of the bargaining unit, attending meetings with school administrators, attending meetings of the District's Board of Directors, engaging in collective bargaining, processing grievances, communicating with staff members and the school administration regarding the administration of the Collective Bargaining Agreement, and dealing with the foregoing and other matters in order to maintain harmonious employer-employee relations.

The District shall provide up to thirty (30) additional days of released time for the use of Association members to conduct Association business. The Association shall reimburse the District for the cost of substitute employees at the rate for substitutes for each day so used. These days do not include joint study groups, District-Association negotiating sessions, and WEA or NEA workshops for the sole purpose of the improvement of teaching. Requests for attendance at these activities shall be processed per District procedures for conferences or seminars.

The District shall provide up to fifteen (15) leave days for teachers attending to WEA or NEA business when the District is reimbursed for said leave by the WEA or the NEA.

Additional days for Association or WEA and/or NEA business may be requested of and granted at the discretion of the Superintendent.

**5.8 Job Share** - The District shall consider applications from employees wishing to share a job in accordance with Board Policy.

## Article 6.0 – Salaries, Stipends, and Benefits

### 6.1 Employee Salary Schedule

**6.1.1 Schedule of Compensation** – The salary schedules in effect for the duration of this Agreement will reflect schedules negotiated by the District and Association and attached to this Agreement. During the term of this Agreement those schedules will increase as provided in Appendix 1. For 2021-22, the salary schedule will reflect an increase of two (2) percent plus state-funded IPD. For 2022-23, the salary schedule will reflect an increase of two (2) percent plus state-funded IPD. For 2023-23, the salary schedule will reflect an increase of one (1) percent plus state-funded IPD. Should the State fund a salary increase for teachers using a method fundamentally different than that used in the past, the parties will meet to discuss how such funds shall be applied consistent with state laws.

The District and Association agree that providing a quality education for students requires from employees a commitment to the profession beyond basic education funding, the normal workday hours, and school year. The state allows additional compensation for additional time, additional responsibilities or incentives. The additional commitment required of the District's employees cannot be accurately measured in hours or days. The District recognizes these education enhancements with a 10% enrichment stipend within the compensation formula.

- Preparation of the classroom or workspace before, after and during the school year for quality instruction or support of instruction;
- Building activities outside the workday, such as fall and spring open houses, curriculum nights, parent education nights, school award night, grade level transitions and other school and community functions and concerts;
- Self-reflection, goal setting and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- Grade level, department, curriculum and faculty meetings;
- Fulfillment of basic contract expectations that may fall outside the regular work day such as planning of instruction and curriculum, the evaluation of student work, the preparation of student assignments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, and communicating with parents and students.
- Other activities that enrich the District's educational program.

**6.1.2 Substitutes' Salaries** – Represented substitutes shall be paid two hundred-ten dollars (\$210) per day. When a substitute works in the same assignment for ten (10) consecutive days, commencing on the eleventh (11<sup>th</sup>) day of that assignment, the substitute will be paid consistent with placement on the regular salary schedule for the duration of that assignment.

### 6.2 Supplemental Contracts

Each employee shall receive a supplemental contract, in addition to their base employment contract, providing compensation for supplemental time, responsibilities, and/or as an incentive consistent with the following subsections.

### **6.3 Extra Days**

In 2021-22, the District will pay the three (3) state-funded professional learning days as a part of the base contract, with 4.5 days paid on a supplemental stipend. In 2022-23, the District will add one (1) additional professional development day to be worked prior to the start of school. In the event the District experiences a loss of funding due to the failure of its enrichment levy, the District may reopen this Agreement to negotiate how much if any of the supplemental days in this section shall be continued.

If the legislature increases the enrichment levy lid or changes the law to allow increased collections, and if the District passes an increased levy, the Agreement may be reopened.

#### **6.3.1 Professional Learning and Staff Start-Up Days –**

The first workday of the school year shall be a state-funded professional learning day and shall be a non-student day and shall be used as a “District Start-Up” day. Its use shall be determined by the District and/or individual school buildings or work-sites.

The District will fund one (1) “Staff Start-Up” day to be worked the day immediately preceding the first student day of the school year. This start up day shall be employee controlled. In extenuating circumstances, a staff member may request of their supervisor that they be allowed to work the start-up day on a non-work day between September 1 and September 30.

In 2021-22, two state-funded professional learning days will be worked in June. Beginning in 2022-23, these two professional learning days, as well as the one (1) additional professional learning day added pursuant to Section 6.3 above, will be scheduled in accordance with the parties’ calendar discussions. The second half of this additional professional development day will be teacher directed so long as teachers are working on implementing recently learned skills this may include:

- individual
- small group
- department work time

**6.3.2 End of Grading Period Work Days –** The District will fund two (2) work days to be scheduled between grading periods. In extenuating circumstances, a staff member may request of their supervisor that they be allowed to work the semester or trimester day on a non-workday within thirty (30) days of the scheduled day. These grading period days will be identified in the school calendar. These days will be employee-controlled.

**6.3.3** Each employee shall receive a supplemental contract, in addition to their base employment contract, providing compensation for supplemental time, consistent with the following:

One (1) and one-half (1.5) supplemental days, or an equivalent number of hours, shall be used to attend building meetings beyond the workday or scheduled evening events. The usage of this time will be scheduled and communicated to teachers no later than October 1. Principals will collaborate with building

leadership teams in their respective school buildings or work-sites to establish its usage. No more than four (4) hours of this time may be scheduled discontinuous with the workday. In cases where evening events conflict with personal obligations, one or more alternatives will be provided that avoid the conflict.

- 6.4 Special Education Specialist Provider Stipend and Extra Days** – The District will provide a one-thousand dollar (\$1000) stipend for special education teachers and other special education providers responsible for IEP case management (SLP, OT, PT, School Psychologist). This stipend is in recognition of additional work duties that must be assumed by special education providers in order to ensure compliance with special education laws, including but not limited to activities such as IEP meetings that frequently occur outside the regular work day. If the District requires any employee to obtain Medicare certification, the District will pay the certification fee.

Special education teachers and Educational Staff Associates responsible for the writing of IEP's are specifically recognized as potentially impacted by extraordinary workload due to numbers and/or complexity of IEP's. Special education staff will be granted one (1) day prior to the start of school and up to three (3) days per year by the Director of Special Programs for IEP writing and/or assessment, to be taken as release time or as additional time worked after the regular contract day. Staff may request additional release time with consideration from the Principal and the Director of Special Programs.

The District will pay its current and prospective Occupational Therapists, Physical Therapists, and Speech-Language Pathologists an additional specialist provider stipend of five-hundred dollars (\$500) per year. Provided that those employees are employed by the District to work in those positions and are providing those professional diagnostic, therapeutic, and other services implied by their credentials for the District during the school year in which the stipend is paid them. Further provided that this payment is contingent upon verification and documentation of these employees' credentials as follows:

- 6.4.1 For Occupational Therapists** – The employee must be a registered and licensed Occupational Therapist (OTR/L). That is; be registered as an Occupational Therapist by the National Board for Certification in Occupational Therapy (NBCOT) and shall also be in possession of a current license in good standing to practice as an Occupational Therapist granted by the State of Washington.
- 6.4.2 For Physical Therapists** – The employee must be a licensed Physical Therapist (PT). That is; have graduated from a physical therapy curriculum approved by the American Physical Therapy Association or by the Council on Medical Education and Hospitals of the American Medical Association and the American Physical Therapy Association and also be in possession of a current license in good standing to practice as a Physical Therapist granted by the State of Washington.
- 6.4.3 For Speech-Language Pathologists** – The employee must be a nationally certificated Speech-Language-Pathologist (CCC-SLP). That is; have graduated from a speech-language pathology curriculum culminating in a master's degree in speech-language-pathology, or the equivalent, and also be in possession of a Certificate of Clinical Competence in Speech-Language-Pathology in good standing granted by the American Speech-Language-Hearing Association.

**6.5 Payment for Additional Activities**

- 6.5.1** The District maintains the right to set payment amounts for voluntary activities

beyond the one-hundred-and-eighty (180) day contract year and in addition to the supplemental days contained in this Agreement.

**6.5.2** For all such voluntary activities for which payment is offered, the District will compensate affected employees at their hourly per diem. A flexible payment, i.e., "project payment," may be arranged by mutual agreement with the individual(s) involved for projects or activities which are better defined by the product produced or the responsibilities involved rather than by time in attendance.

**6.5.3** The District will pay forty dollars (\$40) per day, and twenty dollars (\$20) for one-half (1/2) day, as a preparation and planning payment (PPP) to employees who, at the District's request, attend an activity during their normal workday through released time provided by a substitute. It is understood and agreed that this payment is for the loss of contractually guaranteed preparation and planning time during such release time. This provision will not apply to activities for which a project payment is provided or to a full-day activity of less than five (5) hours, or for a one-half (1/2) day activity of less than two-and-one-half (2.5) hours.

This payment shall also be paid to any employee for loss of planning and/or lunch at the direction of an administrator due to duties surrounding disruptive students.

**6.5.4** The District will pay a preparation and planning payment (PPP) of fifty dollars (\$50) per occurrence, twenty-five dollars (\$25) to represented substitutes, to employees who, at the District's request, provide substitute coverage during contractually guaranteed planning time.

**6.5.5** District workshop, training, curriculum, and committee activities scheduled during the regular work day shall not normally exceed seven-and-one-half (7.5) hours total time including a thirty (30) minute lunch break.

**6.5.6** Any and all mandatory activities shall be compensated at the employee's daily rate of pay.

**6.5.7** Represented substitutes who work an extended day contract shall have their substitute pay increased proportionate to the increase of their assignment.

**6.5.8** Extra days for Counselors – Secondary counselors will receive ten (10) extra days of pay for work to be completed before school begins and/or after school ends each year, to be scheduled in collaboration with their administrator.

**6.5.9** Extra days for Librarians – Librarians will receive seven (7) extra days of pay for work to be completed before school begins and/or after school ends each year, to be scheduled in collaboration with their administrator.

**6.5.10** Extra day for Nurses – Nurses will receive one (1) extra day of pay for 2018-19 and a total of three (3) per diem days of pay beginning in 2019-20 for work to be completed before school begins and/or after school ends each year, to be scheduled in collaboration with their administrator.

**6.6 Reimbursement for Personal Car Use** – Itinerant employees authorized to drive personal automobiles from one school building and/or work-site to another in the course of their work shall receive a mileage allowance equal to the amount paid by OSPI. The same allowance shall be paid for authorized use of personal cars for out of District travel.

**6.7 Out of District Travel for Professional Reasons** – Out of District travel for professional

reasons may be allowed as follows:

**6.7.1 Prior Approval for Travel** – Request for approved travel must be presented to the Principal or immediate supervisor at least one (1) week prior to the date of the requested absence. All travel requests must have the approval of the District Superintendent or his or her designee. Request forms are to be submitted to the District Office. After final action has been taken, copies will be returned to the administrator and employee.

When limitations become necessary, first consideration will be given to faculty members who have had the least number of out of District trips. A rotating system of selection may be set up by the Principals or immediate supervisors.

**6.7.2 Reimbursement**

**6.7.2.1 Mileage** – Approved trips by automobile will be paid for at the rate prescribed for other state employees of OSPI.

If authorized to travel by public conveyance, the most economical method is to be used.

**6.7.2.2 Miscellaneous Expenses** – Registration fees will be allowed but are not to include dues or membership fees. Professional dues and membership fees are individual responsibilities. Banquets and luncheons should be included under itemized per diem expenses if not included in registration fees.

Parking lot and ferryboat charges are allowable expenses.

A taxicab will be allowed if travel is by authorized public carrier.

Reasonable gratuities are an allowable expense item.

**6.8** Beginning January 1, 2020, health benefits for members of the bargaining unit will be provided through the School Employees Benefit Board (SEBB). These benefits are bargained with the state and not with the District. The following information is provided to OHEA members for informational purposes and contains a current statement of benefits and rules based on the mutual understanding of the District and Association. This information is subject to change by the state, and this Section will be construed consistently with SEBB rules, guidance and state laws. Any changes made at the state level to add or change benefits provided herein will be automatically applied. The most current information on SEBB offerings may be obtained through SEBB's website or from the District office. Any disputes related to eligibility shall be addressed through the procedures in Chapter 182-32 WAC and not through the grievance procedures of this Agreement.

**6.8.1 School Employees Benefit Board (SEBB) Program** – The District will pay the full portion of the employer contribution required by the Health Care Authority (HCA) as adopted in the statewide CBA for those employees who meet the eligibility requirements outlined below.

SEBB will implement the Statewide CBA when establishing the employee rates which will be paid to the HCA through payroll deduction for the month in which the employee receives benefits.



Benefits presently provided by the SEBB include, but are not necessarily limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental
- Medical

Employees are eligible to participate in SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deductions for any supplemental insurance that they choose through SEBB (increased AD&D, long-term disability, etc.).

- 6.8.2 Dependent Coverage** – Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee’s spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or healthcare coverage) and children of any age with a developmental or physical handicap who are not capable of self-support are dependents covered within the SEBB programs.
- 6.8.3 Eligibility** – As further provided in WAC 182-31-040, a school employee is eligible for the employer contribution towards school employees benefits board (SEBB) benefits if they are anticipated to work at least six hundred thirty (630) hours per school year. Employees who were not anticipated to work 630 hours, but who in fact work 630 hours become eligible once they reach 630 hours. Paid leave hours may count toward the 630 hours used to determine eligibility for benefits to the extent provided in SEBB/HCA rules.
- 6.8.4 Benefit Enrollment/Start** – Benefit coverage for new employees will begin the first day of the month following the first day of work when it is anticipated that the employee will work 630 hours, except during the month of September when the employee’s benefit coverage will begin in September if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school in September. See WAC 182-31-040 for more rules regarding start of coverage and enrollment.
- 6.8.5 Continuity of Coverage** – When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year, as provided in WAC 181-30-080. If an employee was not anticipated to work 630 hours in a school year but meets eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility. When a regularly contracted employee reaches or is anticipated to reach 630 hours in a school contract year, the employee will not be denied insurance for the duration of the contract year, provided the employee remains employed and eligible for coverage under SEBB rules.
- 6.8.6 Benefit Termination/End** – An employee terminating employment is entitled to continuing SEBB benefit coverage for the remainder of the calendar month in which they terminate. In cases where separation occurs after completion of full

contract obligation, (i.e., the end of the student school year in June) SEBB benefit coverage continues until August 31. The District will notify the Association of any exception to this. See WAC 182-31-050.

Upon request, the District will provide information to the Association related to eligible and ineligible employees.

With proof of insurance, an eligible employee may decline coverage through the SEBB and therefore have no payments or premiums deducted from their paychecks for this purpose.

**6.8.7 Legislative Changes/Conformity to Law** – If the Washington State Legislature or Health Care Authority changes the SEBB provisions to allow for changes in employer contributions toward elective benefits or changes the medical coverage provisions either party can reopen Section 6 for negotiation over the changes to the extent allowed by law. This Section will be construed consistently with state laws and SEBB guidelines.

**6.9 Qualification Credits and Experience** – Employee placement on the District salary schedule shall be based on a combination of post bachelor's degree college/university academic credits, continuing education clock hours, and previous experience. The intent of credit/experience definitions is to duplicate Washington State's definition regarding placement on the state salary allocation model.

**6.9.1** Eligible academic credits must meet the following requirements:

**6.9.1.1** Earned on or before October 1 of the school year.

**6.9.1.2** Earned after the employee's first bachelor's degree.

**6.9.1.3** Earned from an accredited college or university. Community college credits must be applicable to a bachelor's or more advanced degree program.

**6.9.1.4** Verification of credits is an employee responsibility and must be submitted to Human Resources on or before October 1 of the applicable school year. Verification must be by official transcript or letter from the institution. Grade cards are not acceptable as permanent verification. Grade cards will be accepted between September 24 and September 30 in order to extend the October 1 deadline to October 15.

**6.9.1.5** College and clock hour credits applicable for advancement to the Bachelors+135 column in Appendix 1 must be earned prior to January 1, 1992.

**6.9.1.6** Employees hired after September 1 of the school year will have thirty (30) calendar days to submit verification of credits.

**6.9.2** Eligible continuing education clock hour credits must qualify as such and are defined in WAC 392-121 and are further defined as follows:

**6.9.2.1** Credits earned after August 31, 1987.

- 6.9.2.2 Credits earned on or before October 1 of that school year.
- 6.9.2.3 Credits are not counted as eligible college/university academic credits.
- 6.9.2.4 Verification is the employee responsibility and must be documented in writing via a continuing education clock-hour form signed by the training provider or transcript from the training provider. Verification must be submitted to Human Resources by October 1 of that school year.
- 6.9.2.5 Clock hour credits are applicable when earned after a member earns his or her highest degree.

**6.9.3** Previous experience credit shall qualify when work experience is in an educational institution. Educational institutions are defined as public and private schools requiring certification, colleges and universities, educational service Districts, and federal and state offices of education. Educational institutions are not cities, counties, states, or departments of social and health services. Experience is also defined as follows or must meet the following:

- 6.9.3.1 Experience includes contracted and/or substitute employment.
- 6.9.3.2 Experience in Military, Peace Corps, VISTA, Sabbatical Leave which interrupted professional employment.
- 6.9.3.3 Part-time experience (substituting, partial-year employment) will be calculated by counting hours and/or days and converting to full-time equivalency based on a 180 day work year. Fractional years will be calculated to the tenth and rounded up or down to the nearest whole year.
- 6.9.3.4 Credit will not be granted for such experience until verified in writing by the previous employer. It is the employee's responsibility to verify such experience.
- 6.9.3.5 Verified experience must be received by October 1 of that school year to be applicable for credit that school year. New staff hired after August 1 for the ensuing school year will be given sixty (60) days from date of District commitment to hire to furnish verification of experience.

**6.9.4 Specialist Provider Clinical Experience** – In recognition of an acute shortage of qualified candidates for the District's specialist positions of Occupational Therapist (OT), Physical Therapist (PT), and Speech-Language Pathologist (SLP), and as an incentive to attract and retain qualified staff for those positions, the District will offer its current and prospective OT's, PT's, and SLP's a supplemental incentive payment which will be calculated to compensate the employee for his or her similar work experience in a clinical setting, at a level that, combined with their base contract salary will equate to the salary that they would receive if this clinical experience was recognized by the State of Washington in accordance with *WAC 392-121-264* for placement on Appendix 1. This incentive payment is contingent upon the employee's provision of reasonable documentation of clinical work experience to the District prior to October 1 of that school year. Beginning in 2019-20, in lieu of this stipend, the District will use such similar clinical experience to place OTs, PTs, Nurses, and SLPs on the negotiated salary schedule.

**6.10 Early Notification Benefit** – Employees who notify the District of their intent to retire or resign at the end of the school year shall receive one (1) day at their per diem rate for every five (5) years of service in the District to a maximum of four (4) days as follows:

**6.10.1** By December 1 up to four (4) days per diem;

**6.10.2** By January 1 seventy-five-percent (75%) of up to four (4) days per diem;

**6.10.3** By February 1 fifty-percent (50%) of up to four (4) days per diem.

## **Article 7.0 – Other Terms and Conditions of Employment**

- 7.1 Basic Work Day** – Employees shall begin their workday at least thirty (30) minutes before the students' school day begins and continue for seven-and-one-half (7.5) hours. Provided that the thirty (30) minutes before and after school, previously also known as “pupil and patron” time, may be flexed between morning and afternoon by mutual agreement between the employee and his or her supervisor. Employees’ assigned classroom time shall not exceed one-thousand-five-hundred (1,500) minutes per week. Employees shall also have a thirty (30) minute duty free lunch time.
- 7.1.1** High school teachers shall have at least fifty (50) continuous minutes and middle school and intermediate teachers shall have at least forty-five (45) continuous minutes of preparation and planning time during each work day.
- 7.1.2** Elementary teachers shall have at least two-hundred-and-sixty (260) minutes of preparation and planning time per normal week, two-hundred-and-ten (210) minutes of which shall be within the regular student instructional day. Preparation and planning time shall be modified on weeks with fewer than five (5) student days. Employees may use for preparation and planning all time during which their classes are receiving instruction from various specialists, according to building guidelines. The District and the Association recognize that preparation and planning time is more effective if it is apportioned in contiguous blocks of time.
- 7.1.3** The use of preparation and planning time shall be determined by the employee provided it is used for classroom preparation and planning. In the event of unforeseen circumstances beyond the control of the District, employees may be required to perform duties during their normal preparation and planning time for the purpose of maintaining order and preserving the safety of staff and students. It is further understood that employees will make a good faith effort to accommodate parent or administrative requests to meet during their regularly scheduled preparation and planning time in exceptional circumstances. On early release days, assembly days, or other days that involve reduced instructional time, all preparation and planning time shall be reduced proportionally to the reduction in instructional time.
- On State assessment and final examination days, preparation and planning time may be reduced and subject to special scheduling for those employees directly involved in the administration of those assessments. The District will use its best efforts to minimize and distribute equitably the impacts on preparation and planning time on those days.
- 7.1.4** Employees who are required in the course of their employment to travel between buildings shall be provided with reasonable and sufficient time for such travel. The Principals of each building involved shall confer with respect to the scheduling of this time.
- 7.1.5** Teachers of music, art, physical education and laboratory sciences, librarians, speech therapists, occupational therapists, physical therapists, reading consultants, counselors, and all special education teachers shall be provided with relief and preparation time to the same extent as other employees in the District who work at their grade level.
- 7.1.6** The parties agree that individual building or program staff, upon mutual agreement with administration, may deviate from the specific provisions in this article subject to annual review and approval of the parties through the contract maintenance process.

**7.1.7** For represented substitutes the District will pay one (1) additional day's pay, at the substitute rate of pay, for every five (5) days of service in any assignment where the substitute teacher, the Executive Director of Human Resources, and the Principal or program administrator agree in advance that the nature of the assignment requires classroom preparation and planning beyond that which is normally expected in substitute assignments. Teachers are expected to have substitute plans available for at least one (1) week of absences. This provision does not apply to those substitutes in long term assignments.

**7.1.8 Conferences** – In order to support parent-teacher conferences, in those years when the District receives a waiver from the state allowing four days of full-day conferencing, the purpose of which is to build positive relationships with families, to identify ways to support the needs of students, and to communicate academic progress, the District may schedule conference days at the beginning of the school year as student and family orientation days, in which case there will be one additional (1) full conference day scheduled in the fall, and one (1) full day scheduled in the spring, following the calendar development guidelines of this Agreement. Under this model, it is understood that teachers will not necessarily be required to meet with every parent during fall and spring conferencing, and may instead focus outreach and conference scheduling based on student need. Alternative work hours for these days may be adopted at the building level, subject to the contract waiver process.

If in any year the first two conference days are not used for student and family orientation, the Association and District agree that the 7.5 hour workday defined in section 7.1 may be modified to allow conferences to be scheduled as follows:

<b>Thursday</b>					
<b>Elementary</b>			<b>Secondary</b>		
8:30-9:00	.5 Planning	Teacher Planning Time	8:30-9:00	.5 Planning	Teacher Planning Time
9:00-12:00	3 Work	Session 1	9:00-11:00	2 Work	Session 1
12:00-1:00	.5 Lunch .5 Planning	Lunch/ Planning	11:00-12:00	.5 Lunch .5 Planning	Lunch/Break
1:00-5:00	4 Work	Session 2	12:00-4:00	4 Work	Session 2
5:00-6:00	.5 Lunch .5 Planning	Dinner	4:00-5:00	.5 Lunch .5 Planning	Dinner Break
6:00-7:00	1 Work	Session 3	5:00-7:00	2 Work	Session 3
10.5 hours			10.5 hours		

<b>Friday</b> Same Schedule for Elementary and Secondary		
7:30-11:30	4	Session 4
11:30-12:00	.5 Planning	Teacher Planning Time

10.5 Thursday + 4.5 Friday = 15

- These conference dates and times do not preclude teachers from meeting with parents at other times as necessary throughout the year.
- This modified schedule does not apply to teachers at HomeConnection or Hand-in-Hand/Early Learning Center since they already have regularly scheduled parent conferences/meetings.
- In cases of unavoidable personal conflicts, teachers will let their Principal know they plan to work their regularly scheduled workday and how they plan to schedule conferences to meet with parents during those work hours.
- The Skyward conference scheduler will be used District-wide.
- Time will be provided during the building-directed ERM prior to conferences for teachers to set up their Skyward conference scheduler.
- The District will notify teachers with children in the District that the Skyward scheduler is open at least twenty-four (24) hours before other parents are notified. If this notification does not happen or the schedule is not open prior to other parents being notified, teachers may use their conference time to visit their child's teacher.

## 7.2 Class Size

- 7.2.1** The Board recognizes that the ideal staffing for a school District should be fifty-five (55) certificated personnel plus administrators per thousand students. The District will maintain class sizes of at least those required by applicable RCW's. The District will provide basic education staff to basic education positions at the levels funded by the state. The requirement shall terminate upon severe District income reductions. Prior to implementing such reductions, the District will confer with the Association to discuss appropriate alternatives.

It is agreed that it is contested whether or not class size is a mandatory subject of negotiations. The inclusion of the foregoing term in this contract shall not be used to limit the District's right to refuse to bargain on this issue hereafter.

The District will make every effort to balance class size throughout the District.

The District will address imbalances in class size by future registrations and withdrawals.

An imbalance may exist for reasons beyond the control of the District. In such cases, the District will notify the Association of the imbalance and the reasons for the imbalance. Upon request of Association, specific reasons will be reduced to writing and shared with the Association.

- 7.2.2 Adequacy of Resources** – Any employee may submit a request for assistance under this section. The special needs student is any student, regardless of category or label, who demonstrates one or more of the following characteristics: The student/class requires higher than average attention and/or extra assistance, exhibits behavior problems, takes time away from other students, performs below grade level in reading and other subjects, is not achieving to appropriate expectations and exhibits chronic difficulty succeeding in school.

When appropriate as determined by the Building Principal and/or Director of Special Programs in consultation with the appropriate employee, the District may provide extra resources to affected employees. Such resources will include but not be limited to release time/substitute days, extended time, additional instructional assistant time, additional equipment and supplies, and transferring students within the building. The Building Principal and/or Director of Special Programs will communicate their decision to the employee and the Association

President within five (5) working days following consultation with the affected employee.

If agreement is not reached at that level, the employee may request that the matter be heard by the Superintendent. If so requested, the Superintendent will hear the views of all parties within five (5) working days of the request. The Superintendent will render a decision and communicate the same to all parties within five (5) working days.

**7.2.3 Ideal Class Sizes** – The Board recognizes that the ideal class sizes should not ordinarily exceed the following:

<u>Grade Level</u>	<u>Class Size</u>
Kindergarten.....	20 per class
Primary .....	21 per class
Intermediate .....	25 per class

Ideal class in the secondary schools should not ordinarily exceed twenty-five (25) students per period, except for special classes such as athletic and music programs and study halls, and except where the state level of support through apportionment formulas or other state levels uses a higher figure.

**7.2.4 Specific Class Size Limits** – Effort shall be made to distribute students equitably to all buildings. Effective October 1 of any year, the following specific class limits will apply:

<u>Grade</u>	<u>Class Size</u>
K-1 .....	25 per class
2-4 .....	27 per class
5.....	28 per class
6-8 .....	30 per class
9-12 .....	33 per class
PE.....	37 per class

Traditionally large classes at the secondary level, e.g., music classes, will be exempt from these limits.

Elementary teachers experiencing overload will be paid ten dollars (\$10) per day per student over the maximum after October 1. At secondary schools (7-12), classroom teachers will be paid five dollars (\$5) per student over the maximum in any individual classroom. Class size is defined as the total of those students spending one-half (1/2) or more of their instructional time in an assigned classroom. Elementary specialists will be compensated three dollars (\$3) per student per section (30 minute period) in an overload situation.

At intermediate (5-6) schools where employees teach one cohort of students for the first half of the day and the other cohort of students for the second half of the school day, teachers will receive \$7 per student for each cohort that is in overload. In the future, should the 5-6 schedule change to more closely resemble K-4 or 7-12, the parties shall meet and confer on how to support staff experiencing class size overload.

These limits will be void if federal impact aid drops below ten-percent 10% of revenues and the School Board declares a fiscal emergency.

**7.2.5 Split Classes** – When an elementary classroom teacher is assigned to teach a



class that is a combination of grade levels, consideration will be given to class size and composition. The teacher will receive an annual stipend of fifteen-hundred dollars (\$1500). Additional support appropriate to the situation may be provided in consultation with the Principal. Such supports may include release time for planning purposes, instructional assistant support, additional instructional materials, or other supports as may be mutually agreed upon by the Principal and teacher.

The District will seek volunteer teachers who received a proficient evaluation in the prior year from the affected grade level teachers within the building to determine teacher placement. In the event that a volunteer is not found the Principal may appoint a teacher for the split class.

- 7.3 Admission of New Students** – If available, parents of new Kindergarten through 12th Grade students registering after the first five (5) student days of the school year shall be encouraged to begin the attendance of their child(ren) at the beginning of the first school day following registration. This shall not preclude the right of students to attend school on the day of registration. Provided that he or she is available, the teacher shall be informed of the registration on the day the registration occurs.
- 7.4 Classroom Visitation** – Non-school connected personnel shall not visit classrooms without prior approval of the Principal or his or her designee. Unless the Principal or his or her designee accompanies such visitor, the employee shall be notified in advance of the visit as to the identity of the visitor and the purpose of the visit and shall, in any event, be afforded an opportunity to consult with such visitor before such visitation.
- 7.5 Employee Facilities** – In order to permit freedom of access both during and after regular school hours, employees shall be given keys to their classroom or work area, the faculty lounge, work areas containing equipment and supplies, and outside door of their assigned building. Each building shall have the following facilities and equipment for the use of teachers in that building:
- 7.5.1** Space in each classroom to store instructional materials and supplies.
  - 7.5.2** A work area containing equipment and supplies to aid in the preparation of instructional materials.
  - 7.5.3** A furnished faculty lounge separate from any work area.
  - 7.5.4** A serviceable desk and chair and a filing cabinet of adequate size in each classroom or planning area.
  - 7.5.5** A communication system between classrooms and the main office.
  - 7.5.6** Well-lighted and clean rest rooms, separate from student rest rooms.
  - 7.5.7** A telephone will be provided for the use of teachers in each classroom.
  - 7.5.8** The Association and the District agree that appropriate, functioning technology is important to the effectiveness of staff and improving student achievement. To this end, the District agrees the provision of onsite staff and the hardware and software necessary for the optimal, reliable operation of the District's computer network and internet connections is a priority.
- 7.6 Safe Working Conditions**

- 7.6.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which unreasonably endanger their health, safety, or well-being and, if the student day is altered because of dangerous weather conditions, the employee may report to work late but not later than thirty (30) minutes before the student day begins.
- 7.6.2 In accordance with the *Family Educational Rights and Privacy Act* (FERPA) and *District Procedure 4363.2*, the District will not identify students who have made threats of violence or harm when notifying the subjects of the threats, except for one or more of the following: The parent or adult student has given permission of the disclosure; the disclosure is being made to District staff with a legitimate educational interest in the information; the disclosure is necessary to protect the health or safety of the student or other individuals (this exception is to be strictly construed); or the disclosure is in response to a court order or a subpoena (in which case, generally, advance notice to the parent or adult student must be provided).
- 7.6.3 The fact that an employee has requested assistance in addressing violent or disruptive students shall not be the basis for forming a negative evaluative judgment on the part of the employee's supervisor/evaluator.

**7.7 Certificated Staff Reduction Procedures** – Employees whose employment is terminated consistent with this section will be notified of such action by written notice presented at a private meeting or by a written notice delivered personally or through the mail. Reasonable effort will be made to notify any staff member so affected at the conclusion of his/her teaching day, although both parties recognize that legal time limits may, in special cases, require notification at other times or through other means.

If it becomes necessary for economic reasons to substantially reduce the number of certificated employees, those certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be terminated from employment will be identified and selected by using the following procedures specified in this section.

Prior to conditions that raise the prospect of a possible need to reduce the number of certificated staff, the District and the Association shall meet and confer regarding the need for a reduction in force and to consider other cost cutting options.

- 7.7.1 **Determination of Vacant Positions** – The District will determine, as accurately as possible, the total number of certificated staff known, as of May 1, leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal (other than reduction in program non-renewals), etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.
- 7.7.2 **Qualification for Retention** – Each employee will be considered qualified for any position for which he or she possesses any valid Washington State Certificate, licenses, and/or endorsement(s) as may be required for the position.
- 7.7.3 **Determination of Qualifications** – On or before April 1 in any year in which the District contemplates reducing the number of certificated staff for the subsequent contract year, the District will prepare and distribute to the Association and all employees a list detailing the certification(s) and endorsement(s), if any, possessed by each employee, together with the seniority of each employee and the number of educational credits beyond the BA degree that had been submitted to the District prior to October 1 of the current school year. Any

employee who wishes to dispute his or her entry on the District list must do so in writing to Human Resources, with an explanation, within five (5) working days of the date the list was distributed.

- 7.7.4** Employees shall be retained in an available position for which they are qualified, provided that an employee will be considered for retention in a position other than the one to which he/she is currently assigned only if the employee's current position is eliminated or the employee is displaced by a more senior employee.
- 7.7.4.1** If there are more qualified employees than available positions, seniority shall be used to determine which employee shall be recommended for retention. "Seniority," as used herein, shall mean years of certificated service in Washington State.
- 7.7.4.2** If ties in seniority exist between two (2) or more employees, selection for retention shall be made based on the total number of education credits beyond the Bachelor's degree submitted to the District prior to October 1. If more than one (1) individual classroom teacher has the same number of credits after applying the above provisions, the tie will be broken in favor of the classroom teacher with the highest comprehensive summative evaluation performance rating in their most recent evaluation. If the comprehensive summative evaluation performance ratings are the same, or for non-classroom certificated staff who do not receive comprehensive summative evaluation ratings, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will enable the affected employees and representatives from the Association to be in attendance.
- 7.7.4.3** Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.
- 7.7.4.4** Employees currently assigned in part-time positions shall be first assigned to part-time positions consistent with their individual seniority, provided that no part-time employee with less seniority shall be assigned unless such a position is declined by all qualified employees (full and part-time) with greater seniority. A senior part-time employee shall have a right of assignment in part-time positions before such part-time positions are offered to a junior full-time employee in accordance with section 7.7.4.3.
- 7.7.4.5** Deviation from seniority based selection for retention may be made where necessary to comply with affirmative action program requirements.
- 7.7.5** **Action by Board** – Recommendations for certificated staff reductions developed in accordance with the procedures in section 7.7 shall be presented to the Board prior to May 15 for further action by the Superintendent in accordance with the requirements of state law.
- 7.7.6** **Notice of Non-renewal** – An employee receiving notice of non-renewal as a result of these procedures governing reduction in force shall be entitled to access

up to two (2) days of emergency leave under section 5.1 to look for a job.

**7.7.7 Employment Pool** – All employees whose contracts are not renewed shall be placed in an employment pool for possible reemployment for a period of up to one (1) year. Retention in the employment pool for a second year will be granted if the former employee notifies the District, in writing, by May 15. Employment pool personnel will be given the option to fill open positions for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria in section 7.7.2 shall be applied to determine who shall be offered such position.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school District to such individual will be by District email. The employee must notify Human Resources of any changes to his or her contact information occurring during the period the employee is in the employment pool. Such individual will have five (5) calendar days from the receipt of the notice to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool. The District will utilize employment pool personnel as substitutes on a first priority basis. Retention in the employment pool for a second year will be granted if the former employee notifies the District, in writing, by May 15.

**7.8 Nonprofessional Duties** – Employees shall not be required to perform custodial functions or clerical functions other than those reasonably connected with the instructional process.

**7.9 Early Release Days** – The District may designate early release or late start days for the purpose of focused school improvement. If such days are designated in the calendar, building administrators shall collaborate with staff in determining topics and activities for early release / late start. Subgroups may work on different topics. For so long as the District continues to designate early release or late start days in the calendar, the use of these day shall be as follows:

**7.9.1** Thirteen (13) early release or late start days will be scheduled on the same dates throughout the District near grading periods and parent-teacher conferences, such dates being agreed upon by the Association President and the Superintendent utilizing the contract maintenance process, are designated for staff to work independently or to collaborate voluntarily in professional learning communities on activities from the following areas:

- Staff development aligned with School Improvement Plan goals.
- Grade level and department analysis of student work in order to align instruction and create plans for improving student learning.
- Work on the successful implementation of “School Improvement Plan” goals.
- Development of strategies and systems to improve learning of lower performing students.
- Development of strategies and systems to enhance opportunities for high achieving students.
- Analysis of state assessment data, including disaggregated data.
- Analysis of attendance data in order to reduce unexcused absences.

- Analysis of discipline patterns in order to reduce suspensions, expulsions and discipline problems.
- Analysis of graduation and dropout rates in order to increase on-time graduation.
- Planning for increasing meaningful parent involvement and communication.
- Development of common course competencies and assessment/grading practices
- Cross grade and District curriculum alignment.
- Curriculum mapping.
- Revision of syllabi to state outcomes in terms of student performance vs. topics to be covered.
- Work on the implementation of the instructional framework for teacher evaluation.
- Meeting between co-teachers for the purpose of joint planning.

**7.9.2** Five (5) early release days will be scheduled for job-alike meetings between staff.

**7.9.3** Fourteen (14) days will be scheduled for building-directed activities.

**7.9.1** In the event that the District continues early release days for school improvement, employees assigned as special education teachers or providers shall have said early release days for their own use in preparing and planning for their assignments, unless otherwise directed by the District's Director of Special Programs and/or their respective supervisors.

**7.10 Kindergarten / WA Kids** – For Kindergarten teachers who are required to conduct WA Kids testing, such testing will not be required more than one (1) time per year. Kindergarten teachers will receive no less than one (1) release day per year for WA Kids testing. Additional resources may be made available by following the procedures set forth in section 7.2.2.

**7.11 Special Needs Students** – The District recognizes and shares the concern of the Association regarding mainstreaming special education and special needs children and the time required to fulfill categorical program requirements, i.e., Special Education, Title I, and Learning Assistance Program (LAP). The District also recognizes and shares the concern of the Association regarding assuring the most appropriate placement of special needs children and the time required to meet their needs.

The parties agree that the District will make a good faith effort to ease the burden of large class sizes by making classes (sections) uniform in size and by equitably distributing special needs students; provided, that this provision shall not be construed to limit the ability to make student placement decisions consistent with the District's legal requirements and the best interests of students as set forth in the student's IEP.

**7.11.1 Assignment** – For the purpose of making classroom assignments for the school year, the Administration will involve appropriate staff in assessing student's needs, class size, and equitable distribution of special needs students in the creation of class lists.

**7.11.2 Enrollment** - For the purposes of enrolling students during the school year, the administrator will:

- Ensure that sufficient information regarding the student's academic, behavioral and possible special needs have been obtained and shared with the appropriate staff when a student is placed.
- Consider the child's needs, current class size, and the current distribution of special needs students when making a decision.

Concerns occurring throughout the year will be handled through the Adequacy of Resources language set forth in section 7.2.2.

**7.11.3 Support for Special Education Staff** – When the number of students for whom a special education teacher is required to draft and manage the student's IEP (“caseload”) exceeds twelve (12) for any Life Skills or Choices teacher, or twenty-eight (28) students for any Resource Room teacher, the District will automatically initiate the process set forth in section 7.2.2 for review of adequacy of resources provided to support the teacher.

Extra pay shall be provided at the rate set forth in section 6.5.3 for every hour of planning time or lunch that a special education provider is directed by an administrator to use for testing purposes. Testing purposes include every time a provider is administering a test to a student for Evaluation or Re-Evaluation.

**7.11.4 Pre-school** – Pre-school classes shall have a class size limit of twelve (12) students for self-contained special education classes and a limit of sixteen (16) students for all other classes. If these limits are exceeded thirty (30) school days after a scheduled Child Find event, then overload will be paid consistent with elementary level overload amounts. Concerns related to adequacy of resources in classrooms below this level may be addressed through the process set forth in section 7.2.2.

**7.11.5 Co-teaching** - If a co-teaching model is used to provide special education services to students, the District will seek volunteer teachers who received a proficient evaluation in the prior year from the affected grade level teachers within the building to determine teacher placement. In the event that a volunteer is not found, the Principal may appoint a teacher for the co-teaching assignment.

The District shall train all teachers involved in the co-teaching model used to provide special education services to students. Administrators shall meet with their co-teaching teams upon request to discuss concerns and placements. Meeting notes will be distributed to all involved including the Director and Assistant Director of Special Programs.

When appropriate as determined by the Building Principal and/or Director of Special Programs in consultation with the appropriate employee, the District may provide extra resources to affected employees. Such resources will include but not be limited to release time/substitute days, extended time, additional instructional assistant time, additional equipment and supplies, and transferring students within the building.

When any employee so requests, the question of adequacy of the resources provided will be reviewed by the Building Principal and/or Director of Special Programs. If agreement is not reached at that level, the employee may request that the matter be heard by the Superintendent. If so requested, the Superintendent will hear the views of all parties within five (5) days of the

request. The Superintendent will render a decision and communicate same to all parties within five (5) days.

- 7.11.6** During the first two weeks of a school term (semester or trimester), if the number of students with an IEP or 504 plan in a general education classroom (excluding co-taught classrooms) is above 30%, building administration will automatically initiate the process set forth in Section 7.2.2 for review of adequacy of resources provided to support the teacher. This process will also be initiated at any time when the building administration is notified that a classroom has exceeded this trigger.

## **Article 8.0 – Evaluations**

- 8.1 General** – Employees for whom the Association is the authorized bargaining representative shall be evaluated during each school year in accordance with the procedures and criteria hereinafter set forth to comply with state law. Successful implementation of the evaluation procedure depends upon candid and specific verbal and written communication between the Principal/supervisor and the employee. Likewise, the employee may initiate the discussion.

Any changes in state law pertaining to certificated employee evaluation will be discussed in labor management and reflected in this Agreement.

- 8.2 Responsibility for Evaluation** – Within each school, the Principal shall be responsible for the evaluation of employees assigned to that school. Evaluations shall be made by the Principal or his or her designee who shall be a certificated administrator. Evaluations for employees not regularly assigned to any specific school or worksite shall be made by the administrative supervisor having the most direct contact and responsibility under the District organizational structure. Such employees will be informed which administrator is their supervisor and primary evaluator by October 1 of each school year.

Members of the bargaining unit shall not be used to evaluate other members of the bargaining unit except as expressly provided in this section. Evaluation ratings will be based on the employee's own performance, not the performance of other certificated or classified staff.

Substitutes will be evaluated after the following conditions have been met: The substitute has served in the same assignment for thirty (30) consecutive days. Substitutes who meet these conditions will be evaluated using Appendix 7 only. Represented substitutes may have an evaluation once a year upon request.

The remaining provisions of Article 8, below, apply only to non-classroom certificated staff as defined in Article 12 herein.

- 8.3 Evaluation Criteria** – Non-classroom certificated staff shall be evaluated on the following basic criteria:

- 8.3.1 For Certificated Non-Classroom Teachers other than certificated support personnel**

- 8.3.1.1 Instructional Skill
- 8.3.1.2 Classroom Management
- 8.3.1.3 Professional Preparation and Scholarship
- 8.3.1.4 Effort Toward Improvement When Needed
- 8.3.1.5 Handling of Student Discipline and Attendant Problems
- 8.3.1.6 Interest in Teaching Pupils
- 8.3.1.7 Knowledge of the Subject Matter Being Taught
- 8.3.1.8 Professional Relationships

**8.3.2 For Certificated Support Personnel**

- 8.3.2.1 Knowledge and Scholarship in Special Field
- 8.3.2.2 Specialized Skills
- 8.3.2.3 Management of Special Technical Environment
- 8.3.2.4 The Support Person as a Professional
- 8.3.2.5 Involvement in Assisting Pupils, Parents, and Educational Personnel
- 8.3.2.6 Professional Relationships

**8.3.3** All evaluations shall be documented on appendices 7 or 8. In completing the evaluation report form, the evaluator shall utilize the criteria in the evaluator's guides as set forth in appendices 5-A or 5-B.

**8.4 Required Evaluations**

- 8.4.1 All employees, including new employees, shall be evaluated annually. Such evaluation shall be completed no later than fifteen (15) working days prior to the end of the school year in which the evaluation takes place.
- 8.4.2 If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- 8.4.3 If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

**8.5 Observation Procedure**

**8.5.1** Within six (6) days of any observation, or series of observations not to exceed five (5) days to be used for evaluation purposes, the Principal or other observer shall document the results thereof using Appendix 6 and shall provide a copy to the employee. Upon completion of each required observation report, at the request of either party, a conference shall be held between the observing administrator and the employee to discuss the report. At the request of the employer or employee, those meetings may take place during a preparation and planning period. The employee shall be entitled to append comments or explanations to the reports within a reasonable amount of time. If a Principal or



other observer requests that a pre-observation form be submitted by the employee, such form may be completed in writing before a scheduled observation and/or evaluation conference or the employee may come to the conference prepared to discuss the items verbally.

**8.5.2** The employee shall sign the District's copy of the observation report to indicate receipt of a copy. The signature of the employee does not indicate agreement with or approval of the report.

**8.5.3** Observation reports for the current year will be kept by the evaluator. After the annual evaluation each year, the completed and signed evaluation, i.e., will be forwarded to Human Resources and placed in the employee's personnel file.

If the annual evaluation is unsatisfactory, or any major portion of the evaluation is unsatisfactory, all the observation forms will also be placed in the employee's personnel file.

If the evaluation is satisfactory, the observation forms will not be so included.

**8.5.4** In the event that any observation report indicates that the employee has performance deficiencies in one or more areas the Principal or other supervisor and the employee may meet to discuss areas for improvement for the employee. At either party's request, an informal plan to improve the employee's performance may be developed.

## **8.6 Evaluation Procedure**

**8.6.1 Long-Form Evaluations** – Long-form evaluations shall be limited to the established criteria and procedures herein set forth and intended to comply with state law. Each employee shall be observed in the performance of his or her assigned duties for the purpose of evaluation at least twice during the school year and shall total not less than sixty (60) minutes. The two (2) required observations shall be conducted by a certificated administrator.

Scheduled observations shall include a pre-conference at the request of the evaluator or the employee to establish and/or discuss evaluation criteria, indicators, long-term goals, or other information which may be relevant to the evaluation process but may not be readily observed in an observation session. At the request of the evaluator or the employee, these meetings can take place during a planning period. The evaluation form is to be completed and copies provided to the employee, the evaluator, and one (1) copy to the employee's personnel file.

Principals and others authorized to make evaluations or observations may make observations other than those specifically required at any time during the school year and hold conferences for the purpose of discussing job related performance not specifically noted in observations.

All observations shall be identified in the evaluation report as to date, time, and length of observation and shall state in specific terms what was observed and how this relates to the negotiated criteria.

Prior to May 15, the employee shall be provided with a copy of the evaluation report and afforded an opportunity to confer with the evaluator at a mutually agreed upon time. The employee shall be entitled to append comments or explanations within a reasonable amount of time.

In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more areas defined in the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator shall prepare and deliver such a plan to the employee. In connection with the development of such a plan, the employee shall be provided with a statement that will include:

- 8.6.1.1** Specific statements of what unsatisfactory performance was observed.
- 8.6.1.2** How such performance is related to the identified criteria.
- 8.6.1.3** What performance will demonstrate a satisfactory level of performance. In such plans, consideration should be given to utilizing the services of available resource personnel to observe the employee's performance and to provide recommendations for improvement. Such resource personnel shall be immune from civil liability that might otherwise be incurred or imposed with regard to good faith performance of such evaluation.

**8.6.2 Short-Form/Professional Growth Evaluations** – After an employee has four (4) years of satisfactory evaluations under this article, the District may use a short form/professional growth evaluation. The purpose of short-form/professional growth evaluations shall be to provide opportunities for professional growth to staff members beyond the minimal criteria and procedures defined in section 8.7.1.

Such evaluations may include peer observations and input, student and parent input, procedures and activities as provided in the Professional Growth Option (PGO), and/or any additional activities as may be mutually developed and agreed upon by the employee and the evaluator.

The short form/professional growth evaluation must include one of the following:

- 8.6.2.1** A thirty (30) minute observation during the school year with a written summary utilizing Appendix 6 as appropriate. Appendix 6 shall be considered an evaluation report for those employees on short form evaluation for whom the evaluator elects to utilize this subsection.
- 8.6.2.2** A final annual written evaluation utilizing appendices 7 or 8 as appropriate based on the criteria in section 8.3 and based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared.

However, the long-form evaluation process set forth in section 8.6.1 shall be followed at least once every five (5) years and an evaluator or employee may determine that the long-form evaluation process set forth in 8.6.1 be conducted in any given school year provided such determination is communicated to the employee or evaluator prior to any long-form evaluation activities being conducted.

The short-form evaluation or professional growth process may not be used as a basis for determining that an employee's work is unsatisfactory under this article

nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210.

### **8.6.3 Other Observations**

**8.6.3.1** Principals and other administrators authorized to conduct evaluations may make observations other than those specifically required at any time during the school year. Such other observations shall be identified in the report as to date, time, and length of observation.

**8.6.3.2** The District reserves the right to request employees to observe employees for the purpose of improving instruction, but will not include this observation data in the formal evaluation of employees as required by law or as evidence in any non-renewal proceeding.

**8.6.3.3** The fact that an employee has requested assistance in addressing violent or disruptive students shall not be the basis for forming a negative evaluative judgment on the part of the employee's supervisor/evaluator.

**8.7 Probation** – An employee whose work is determined to be unsatisfactory based upon the evaluation criteria shall be placed on probation status any time after October 15 and shall be given sixty (60) school days to demonstrate improvement in areas of deficiency established pursuant to evaluation.

**8.7.1 Provisional Employees** – Provisional employees are specifically excluded from this probationary procedure, provided that, before non-renewing any provisional employee, the evaluator shall have made efforts beyond the minimum requirements of the evaluation process contained herein to assist the employee in remediating said deficiencies. Such efforts shall include the following:

**8.7.1.1** Provisional employees shall be observed at least once during the first ninety (90) days of the school year. At least one (1) additional observation must be completed by February 15; an evaluation must be completed no later than March 1.

**8.7.1.2** If the evaluation is rated as “unsatisfactory” the evaluator will meet with the employee within ten (10) days of the evaluation report to develop a written plan to remediate his or her performance.

**8.7.2 Supervisor's Report** – In the event the Building Principal or evaluating supervisor determines that, based on evaluation criteria, the performance of an employee is unsatisfactory, the Principal or evaluating supervisor shall report the same to the Superintendent and to the employee. The report shall include:

**8.7.2.1** The evaluation report on which unsatisfactory performance has been based.

**8.7.2.2** Identification of specific areas of deficiency.

**8.7.2.3** A specific and reasonable program designed to assist the employee in improving performance and remedying deficiencies.

**8.7.3 Probationary Period** – If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status any time after

October 15 and for a period of sixty (60) school days. The employee shall be given written notice of the action of the Superintendent which notice shall contain:

**8.7.3.1** Specific areas of performance deficiencies.

**8.7.3.2** A suggested specific and reasonable program for improvement.

**8.7.3.3** A statement indicating the probationary period of sixty (60) school days, the beginning date, and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

**8.7.4 Evaluation During Probation** – Within five (5) days after the delivery of the probationary letter, the Principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. At such conference, the employee shall have the right to have a representative from the Association accompany him or her.

During the probationary period, the Principal or other evaluator, shall meet with the probationary employee at least two (2) times during every twenty (20) school days to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on appendices 7 or 8 as appropriate.

The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the Principal or other supervisor in those areas specifically set forth in the notice of probation.

At the end of the probationary period, the Principal or evaluating supervisor shall submit a written report to the Superintendent not later than May 1. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. The probationary employee shall be given a copy of said report.

**8.8 Conferences** – Each certificated employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two (2) occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in his or her assessment of the employee's professional performance.

## Article 9.0 – Grievance

**9.1 Purpose** – The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and of individual employees of the District.

**9.2 Definitions** – As used in this article:

“**Grievance**” means a claim that an existing contract term, school District regulation, rule, or policy has been misinterpreted, misapplied, violated, or applied inequitably as to a grievant. As to an individual employee grievant, a grievance may also mean a claim in an area not covered by the foregoing, that the grievant is being, or has been, treated unfairly, arbitrarily, or capriciously by the District.

“**Grievant**” means the Association or an employee having a grievance.

“**Superintendent**” means the District’s chief administrative officer.

“**Grievance Review Request Form**” means a printed form utilized in the process of adjusting grievances under this article.

**9.3 General Conditions**

**9.3.1 Mediation** – The parties may mutually agree to depart from the grievance process at any time in order to resolve the dispute through mediation. In the event agreement is not reached through mediation, the grievance process shall resume without prejudice to either party.

**9.3.2 Time Limits** – The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom his grievance is being considered. To the extent that time limits are expressed in days, the days shall consist of school days, except that after June 1 they shall consist of all week days so that the grievance may be adjusted before the close of the school year or as soon thereafter as possible. A grievance must be filed within twenty (20) days of when the employee became aware, or reasonably should have become aware, of the alleged violation. Where the Association is the grievant, the grievance must be filed within the earliest of: 1) twenty (20) school days after the Association becomes aware, or should have become aware, of the alleged violation, or 2) forty-five (45) calendar days after the affected employee became aware, or should have become aware, of the alleged violation.

**9.3.3 Representation** – At each formal step in the procedure, the grievant may be represented by a representative of the Association; however, the Association shall not be obligated to represent any grievant at any step of the procedure and whether it does shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his own choice so long as the resulting adjustment does not conflict with the terms of any agreement between the District and the Association, or with existing District policy. Provided that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment unless the grievant specifically requests that no Association representative attend such meeting.

- 9.3.4 Confidentiality** – All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any employee or director of the District. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two (2) years after the adjustment of his grievances, shall be destroyed to the extent allowable under State record retention schedules and other applicable law. If the grievant so requests, in writing, a record of the final adjustment of his grievance may be placed in his/her personnel file.
- 9.3.5 Freedom from Reprisal** – Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the recognized employee organization, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the grievance adjustment process.
- 9.3.6 Assistance in Investigations** – During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish, at Association expense, such information germane to the grievance as the Association organization may reasonably request.
- 9.3.7 Release from Duty** – If the attendance at meetings, hearings, appeals, or other proceedings relating to the grievance adjustment process, as set forth in Article 4.0, whether as a grievant, a witness, a representative of the Association, or otherwise, requires an employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

#### **9.4 Procedures**

- 9.4.1 Step 1** – Every effort shall be made to resolve grievances or potential grievances through free and informal communications between the grievant and his immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment of the grievance, the grievant may proceed to Step 2.
- 9.4.2 Step 2** – The grievant or, at his request, the Association on his behalf, may submit an executed Grievance Review Request Form (Appendix 2) to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within four (4) days after receipt of the form. The grievant, his immediate supervisor, and a representative of the Association, unless the Association waives its right to have its representative present, shall attend the meeting. In addition, both the supervisor and the grievant may have present, others who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable adjustment of the grievance. The supervisor shall provide the grievant and recognized employee organization with a written response (Appendix 3 to the Grievance Review Request Form within four (4) days after the meeting.
- 9.4.3 Step 3** – If the grievance is not adjusted at Step 2 to the satisfaction of the grievant, then the grievant, or the Association acting on his behalf, may refer the grievance to the Superintendent no later than eight (8) days after the meeting prescribed in Step 2 is held. The Superintendent shall arrange to meet with the grievant and with representatives of the Association, unless the Association or the employee waives its right to have representatives attend the meeting, within ten (10) days after the grievance has been referred to him. Both the

Superintendent and the grievant may have others present who might contribute to an acceptable adjustment of the grievance. The Superintendent shall provide his written decision (Appendix 4) concerning the grievance and any adjustment of it to the grievant and the recognized employee organization within ten (10) days after the meeting.

**9.4.4 Step 4** – If the grievant is not satisfied with the disposition of his grievance at Step 3 or if the Superintendent has not provided a written decision within the time prescribed in Step 3, then the grievant, or the Association acting on his behalf, may request a meeting with the Board. Upon mutual agreement of both parties, Step 4 would occur. If a request for a meeting with the Board is not delivered to the Superintendent with thirty (30) days after the meeting prescribed in Step 3 is held, the grievance shall be deemed withdrawn. The Board shall meet within ten (10) days after mutual agreement for a meeting with the grievant and/or with representatives of the Association, unless the Association waives its right to have representatives attend such meetings: and within twenty (20) days after such meetings, the Board shall render a written decision respecting the grievance.

**9.4.5 Step 5** – If a decision is not satisfactory to the grievant and the Association, the Association may advance the grievance to arbitration, within twenty (20) days after a decision is given to the Association.

**9.5 Arbitration** – Grievances advanced to arbitration shall be submitted under and in accordance with the rules of the American Arbitration Association (AAA). Other agencies or organizations, including the Federation Mediation and Conciliation Service (FMCS) may be chosen to provide arbitration services by consent of both parties. In the event the parties are unable to agree on an arbitrator, the arbitrator will be chosen in accordance with the arbitration rules as established by the selected arbitration service. The arbitrator's decision will be rendered within twenty (20) days from either the date of the close of the hearing or receipt of briefs filed by the parties. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues submitted. Any question of arbitrability shall be decided by the arbitrator.

The decision of the arbitrator shall be final and binding on both parties in disputes concerning application or interpretation of a contract. Arbitration on all other matters shall be advisory rather than binding.

**9.6 Deviations from Procedure** – By agreement of the grievant and the grievant's immediate supervisor, Step 2 of this procedure may be bypassed and the grievance initiated at the next step level provided that the Superintendent or designee may remand the matter back for resolution by the grievant and immediate supervisor. Step 3 may be bypassed by agreement of the grievant and the Superintendent's designee. Grievances involving the Association and an administrator above the level of Building Principal may be initiated at Step 3 at the sole option of the grievant.

**9.7 Exclusion of Certain Matters** – Matters for which another method of review is required as the sole method of review shall be excluded from this grievance procedure. Nothing contained herein shall be construed to prevent the District or employees from complying with notices or time limits otherwise required by law.

## **Article 10.0 – Professional Culture**

- 10.1** The Association and the District agree that an open, professional, and collaborative culture is essential to the effectiveness of staff and students. In order to promote and establish such a culture the Association and the District agree that this Agreement currently contains language that provides accountability and member safeguards for maintaining professional relationships, including the following:
- 10.1.1** For Accountability: In Appendix 5-A; 3.d, 3.e, 4.c, 4.d, 5.d, 6.b, 6.f, 12B Criterion 7 and 8.
  - 10.1.2** For Member Safeguards: Articles 4.2, 8.6, 8.7 and 12.
- 10.2** The Association and the District agree to the following:
- 10.2.1** The Association and the District will jointly address conflicts between staff and maintain a professional culture.
- 10.3** Resolving conflicts between individuals should usually follow these steps:
- 10.3.1 Step 1** – Individuals should attempt to mutually solve their interpersonal conflicts. If this is not satisfactory to either of the parties, or if this does not provide satisfactory results; then
  - 10.3.2 Step 2** – Individuals should contact an Association Building Representative to mediate the problem. This includes conflicts between Association members and other District employees. If this is not satisfactory to either of the parties, or if this does not provide satisfactory results; then
  - 10.3.3 Step 3** – Individuals should contact a supervising administrator.



## Article 11.0 – Calendar Guidelines

**11.1** Each year the school calendar will follow these calendar guidelines. The Association and the District will finalize the calendar prior to February 1 of each year utilizing the contract maintenance process making such adjustments to the formula to which both parties agree.

**11.2** The following considerations shall determine the District’s annual calendar:

**District Start-Up Day** – The Tuesday following Labor Day shall be a supplemental day. Its use is determined by the District and/or individual buildings or work sites.

**Optional Staff Start-Up Day** – The day after the District Start-Up Day.

If Labor Day falls on or after September 5, the District Start-Up Day and Optional Staff Start-Up Day if negotiated will be the Thursday and Friday before Labor Day. The first student day will then be the Tuesday immediately following Labor Day.

**Veteran’s Day** – National holiday.

**Thanksgiving Break** – Fourth Wednesday, Thursday, and Friday of November.

**Winter Break** – Winter Break will include December 22. Winter Break will include eight (8) to ten (10) weekdays. This break will allow for at least two (2) consecutive days of school for students in December before the break and two (2) consecutive days of school for students when they return in January.

**Martin Luther King Day** – Third Monday in January.

**End of First Semester Work Day** – Optional work day to be scheduled between the end of the first semester and the beginning of the second semester.

**President’s Day** – Third Monday of February.

**Spring Break** – Spring Break will occur either the first or second full week in April. Its placement will be determined by the parties in the contract maintenance process and will be governed by three (3) factors:

1. Absolutely provide two (2) school days minimum before State testing;
2. Impact on equal quarters; and
3. Impact on the athletic program.

**Memorial Day** – Last Monday in May, plus the Tuesday after Memorial Day. If there is need to make up a day for an emergency school closure, staff and students will make up that day on the Tuesday following Memorial Day. If unused by April 30, the District Superintendent and the Association President may agree to release the Tuesday make-up day. Emergency closures that occur after April 30 will be made up as agreed to by the District Superintendent and the Association President utilizing the contract maintenance process.

**Last Day of School** – The last teaching day of the school year will be one-half (1/2) day with the balance of the workday to be used for finalizing grades and checking out.

Additional Emergency Closures shall be made up at the end of the school year.

The above calendar guidelines shall be reopened for discussion when/if the District moves to a trimester system.

## Article 12.0 – TPEP Evaluation

### Classroom Teacher Evaluation

- 12.1 Introduction** - The goal of the evaluation procedures will be to improve the educational program by improving the quality of instruction. The evaluation process will recognize strengths, identify areas needing improvement, and provide support for professional growth.

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

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

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

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

- 12.2 Applicability and General Procedures** - This evaluation system set forth in this Article applies only to classroom teachers, specifically those employees with an assigned group of students who provide academically-focused instruction for students.

The term “classroom teacher” does not include ESAs, counselors, librarians, media specialists, TOSAs, instructional coaches, and other bargaining unit members who do not work with regularly-recurring and specifically-defined groups of students. Those bargaining unit members who do not meet this definition will remain under the evaluation system in Article 8.

Employees will be assigned an evaluator and evaluation system by October 1 of each year. Employees will be evaluated by an evaluator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics to assure inter-rater reliability.

Use of an online evaluation management system will be at the mutual agreement of the employee and evaluator.

- 12.3 Professional Development** - Employees will be provided with sufficient compensated time and resources to complete the new evaluation process. Time in the contract includes three (3) ERM days as well as additional professional development days under sections 6.2 and 6.3. Should there be a question of adequacy of resources or time, it will be discussed and resolved in contract maintenance.

## 12.4 State Criteria, Framework, and Scoring

**12.4.1 Evaluation Criteria** - The state evaluation criteria are:

- 12.4.1.1 Centering instruction on high expectations for student achievement.
- 12.4.1.2 Demonstrating effective teaching practices.
- 12.4.1.3 Recognizing individual student learning needs and developing strategies to address those needs.
- 12.4.1.4 Providing clear and intentional focus on subject matter content and curriculum.
- 12.4.1.5 Fostering and managing a safe, positive learning environment.
- 12.4.1.6 Using multiple data elements to modify instruction and improve student learning.
- 12.4.1.7 Communicating and collaborating with parents and the school community.
- 12.4.1.8 Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

**12.4.2 Instructional Framework** - The parties have agreed to the instructional framework developed by the Center for Educational Leadership (CEL) at the University of Washington (5 Dimensions), and approved by OSPI. The instructional framework is included in Appendix 10-A. The framework will henceforth be referred to as “5-D,” or an updated version should both parties agree.

**12.4.3 State Criteria Rating** - Employees will be rated: 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished) for each of the state’s eight (8) evaluation criteria. The evaluator will base criterion ratings on the preponderance of evidence of the employee’s overall performance according to the component rubrics underlying each criterion. Separate scores for each of the 35 components of the 5-D instructional framework are not required.

Each criterion shall be scored collaboratively by the evaluator and employee based on components in that criterion using a preponderance of the evidence. This analysis will reflect a holistic assessment of the employee’s performance in each criterion. If there is a dispute between the evaluator and the employee regarding criterion ratings, the parties will have an opportunity to require or submit additional evidence. The final decision is the responsibility of the evaluator.

Employees are assumed fundamentally competent and through observations, dialogue, evidence, artifacts, and other means of evidence, proficiency is demonstrated by employees throughout the evaluation process. If an evaluator rates an employee Basic or Unsatisfactory in any criterion, the evaluation report must discuss the specific evidence relied upon in reaching that determination.

The eight (8) criteria ratings will be totaled. Using the state Summative Performance Rating guide, the employee will receive a State Criteria Rating of a 1 (8-14), 2 (15-21), 3 (22-28), or 4 (29-32).

**12.4.4 Student Growth Score** - Employees will be scored 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished) for each of five (5) student growth components in state criteria 3, 6, and 8.

Scores for the student growth components will be totaled. Using the state Student Growth Rating guide, the employee will receive a Student Growth Score of Low (5-12), Average (13-17), or High (18-20).

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the employee's assignment. It will include employee-initiated formal and informal assessments of student progress. Student growth data used for purposes of evaluation must measure growth between two points in time. State testing results, where practicable and applicable, may be utilized in the evaluation of staff.

**12.4.5 Final Evaluation Rating** - Each employee will receive a Final Evaluation Rating of 1 (Unsatisfactory), 2 (Basic), 3 (Proficient) or 4 (Distinguished), which combines his or her State Criteria Rating and Student Growth Score using the Evaluation Scoring and Rating Guide.

If an employee receives a 4 (Distinguished) Instructional Framework Score and a Low Student Growth Score, his or her Final Evaluation Rating is 3 (Proficient).

If any employee receives a Low Student Growth Score, the employee and evaluator will mutually agree to engage in at least one of the following Low Student Growth Activities:

Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, district and state-based tools.

**12.4.5.1** Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.

**12.4.5.2** Conduct two (2) additional thirty-minute (30) observations.

**12.4.5.3** Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.

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

**12.5 Comprehensive Evaluation** - A Comprehensive Evaluation must be completed at least once every four (4) years.

The employee may complete a self-assessment, using either Appendix 10-B CEL 5D Evaluation Rubric or an on-line system. The employee may share the self-assessment with the evaluator.

The employee will set goals for student growth criteria 3, 6, and 8 using the Student Growth Goal Form in Appendix 10-C.

The employee and evaluator will mutually determine the evidence and artifacts, if any, necessary to successfully complete the evaluation process.

**12.5.1 Observations** - Observations may be scheduled or unscheduled, provided that each employee will receive at least two (2) pre-scheduled observations annually. Observations do not have to be in the classroom.

The total annual observation time cannot be less than sixty (60) minutes. Employees will be observed at least twice. Any required observation will not be

less than thirty (30) minutes in length. For first and second year provisional employees, at least two (2) observations totaling at least sixty (60) minutes will be documented in the Final Evaluation Report (Appendix 10-F) as to date, time, length of observation, and what was observed. For third year provisional employees, at least three (3) observations totaling ninety (90) minutes will be documented.

The employee may request additional observations.

**12.5.2 Pre- and Post- Observation Conferences** - Observations may be preceded and/or followed by employee/evaluator conferences at the request of either the employee or the evaluator. If a pre-conference is requested, the employee and evaluator will establish a date for the observation and discuss the employee's goals, professional activities to be observed, their content, objectives, strategies, and observable evidence to meet the scoring criteria. If a post-conference is requested, the employee and evaluator will review the employee's and evaluator's evidence related to the scoring criteria during the observation, and discuss the employee's performance. At the request of the evaluator or the employee, observation and evaluation meetings may take place during planning periods. Any pre- or post- observation form, written or in an online system, is optional; however, the employee must attend any mutually-agreed conference prepared to address the evaluator's topics, questions and concerns.

The first of at least two (2) prearranged required observations for each employee will be conducted no later than the last day of the first semester or ninety (90) days from the date of employment. The second should occur before Spring Break, but no later than May 1. The interval between the two required observations should facilitate the occurrence and observation of student and professional growth.

The evaluator will document all required observations and any additional observations lasting thirty (30) minutes or more using the Observation Form in Appendix 10-D or in an on-line system and provide copies to the employee within three (3) days of the report being prepared. The employee may add comments to observation forms.

The evaluator will clearly identify, in writing, any specific concerns arising from observations in the comments section for the applicable criteria and provide possible solutions. In such circumstances, the employee may provide and/or the evaluator may require additional evidence or artifacts to address specific concerns, especially for those criteria not observed in the classroom. Any evidence or artifacts provided to address concerns will be considered in determining the Final Evaluation Rating.

**12.5.3 Final Evaluation Conference** - Prior to May 15, the employee shall be provided with a copy of the evaluation report and afforded an opportunity to confer with the evaluator at a mutually agreed upon time. The employee shall be entitled to append comments or explanations within a reasonable amount of time.

**12.6 Focused Evaluation** - Non-provisional employees who have been rated Proficient or higher the previous year on a Comprehensive Evaluation will be evaluated the next three (3) years on a Focused Evaluation. However, any employee may be returned to a Comprehensive Evaluation by either the evaluator or the employee, provided notice of the decision is provided by December 15.

With evaluator approval, the employee will select one (1) of the state's eight (8) evaluation criteria to focus professional growth. Focused Evaluations must also always include student growth criteria 3, or 6, or 8. Employees on focused are only required to choose one growth goal

area.

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed 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.

A group of employees may focus on the same evaluation criteria and share professional growth activities.

Observations and conferences for the Focused Evaluation will follow the guidelines set forth in the Comprehensive Evaluation process (section 12.5).

## **12.7 Support for Basic and Unsatisfactory Ratings –**

**12.7.1** The Association will be notified when any employee is rated below Proficient. Employees placed on probation shall receive a plan of improvement as set forth in RCW 28A.405.100 and section 8.7.2. If an employee demonstrates a need for improvement in one or more areas that do not rise to the level of requiring formal probation, at either party's request, an informal plan to improve the employee's performance may be developed.

**12.7.2** Whenever an employee is rated below Proficient, the evaluator and the employee will attempt to develop a mutually agreeable Improvement Plan with the goal of improving the employee's rating. If the evaluator and the employee are unable to agree on a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee, which will include:

**12.7.2.1** Evaluation criteria that are not being met.

**12.7.2.2** Evidence of non-proficient performance.

**12.7.2.3** Expected performance that will cause the employee to be rated proficient.

**12.7.2.4** Benchmarks and periodic feedback defining and marking improvement and mastery of performance expectations, as well as the duration of the plan.

**12.7.2.5** Specific resources and/or provisions provided to the employee.

If an employee with more than five (5) years of experience receives a Final Evaluation Rating below Proficient, the employee must be observed before October 15 the following year. If the first observation in that following year continues to document specific performance concerns, an Improvement Plan will be completed prior to completion of the Comprehensive Evaluation for that school year. This plan may be the same as the plan completed earlier or it may be modified based on the observation done before October 15.

**12.8 Provisional Employees** - A second-year provisional employee who receives a Final Evaluation Rating of Proficient or Distinguished may be granted continuing contract status for the subsequent school year by the Superintendent.

Before non-renewing a provisional employee for performance deficiencies, the evaluator will have made good faith efforts beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies. Such efforts may include an informal plan of improvement. The performance rating is one of multiple factors that may be considered in deciding whether to renew the contract of a provisional employee.

The evaluator will provide notice of non-renewal by May 15 or such later date as may be allowed by law.

## **12.9 Probation**

**12.9.1** At any time after October 15, an employee whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiency along with a reasonable and specific program for improvement. For classroom teachers, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

**12.9.1.1** Level 1; or

**12.9.1.2** Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.

**12.9.2** 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 is contemplated by either the individual or the school District. A probationary period of sixty (60) school days shall be established. 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 15 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 15 of less than level 2. 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 employee of deficiency shall be by the District Superintendent and need not be submitted to the Board of Directors for approval.

**12.9.3** If a 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. 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.

**12.9.4** A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five (5) years of experience.

**12.10 Evaluation During the Probationary Period** - 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 (1) 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 an 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 and selected from a list of evaluation specialists compiled by the educational service District.

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

**12.10.1 Evaluator's Post-Probation Report** - At the end of the probationary period but no later than May 1, the evaluator will submit a written report to the Superintendent and employee. The written report must document the employee's performance during the probationary period and contain a recommended course of action (either extension of the probationary period or non-renewal) to be taken by the Superintendent.

**12.11 Discharge** - When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years, the school District shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300. Any employee who is issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article has ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

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Definitions:

Criteria will mean one (1) of the eight (8) state defined categories to be scored.

Component will mean the sub-section of each criterion.

Artifacts will mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Evidence will mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.

Not Satisfactory will be as defined in RCW 28A.405.100 and will mean:

Level 1 Unsatisfactory - Receiving a 1 is not considered satisfactory performance for all teachers.

Level 2 Basic - If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if the level 2 has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered performing at a satisfactory level.

Student Growth Data will mean the change in student achievement between two points in time. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.



**APPENDIX 1 Total Compensation Salary Schedule for Certificated Instructional Staff 2021-22**

Total compensation salary schedule for 182 days of employment. Includes all compensation available at the member's per diem rate of pay, i.e.:

\*\*\*Education Experience\*\*\*

STEP	B	C	D	E	F	H	I
	1	2	3	4	5	6	7
	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90 OR Ph.D.
1	58,385	60,200	62,608	65,112	67,716	70,425	73,242
2	59,332	61,705	64,173	66,740	69,410	72,186	75,073
3	60,815	63,248	65,778	68,409	71,145	73,991	76,951
4	62,335	64,828	67,421	70,118	72,923	75,840	78,874
5	63,893	66,449	69,107	71,871	74,746	77,736	80,845
6	65,490	68,110	70,834	73,667	76,614	79,679	82,866
7	67,127	69,812	72,604	75,508	78,528	81,669	84,936
8	68,805	71,557	74,419	77,396	80,492	83,712	87,060
9	70,525	73,346	76,280	79,331	82,504	85,804	89,236
10	70,525	75,180	78,187	81,314	84,567	87,950	91,468
11	70,525	75,180	80,142	83,348	86,682	90,149	93,755
12	70,525	75,180	80,142	85,432	88,849	92,403	96,099
13	70,525	75,180	80,142	87,568	91,071	94,714	98,503
14	70,525	75,180	80,142	87,568	93,348	97,082	100,965
15	70,525	75,180	80,142	87,568	95,682	99,509	103,489
16	70,525	75,180	80,142	87,568	98,074	101,997	108,577
17	70,525	75,180	80,142	87,568	100,526	104,547	111,229

Staff "Start-Up Day" .....	1.0
District "Start-Up Day" .....	1.0
Grading Period Days.....	2.0
Building Directed Time.....	1.5
Total .....	5.5

**APPENDIX 2 Grievance Review Request Form**

**NOTE:** See Article 9.3 for timeline requirements.

**NOTE:** Distribution of this form is as follows; original submitted to grievant's immediate supervisor; one (1) whole and complete copy, including dated signatures, of completed form to the Association's Grievance Committee Chairperson; and one (1) whole and complete copy, including dated signatures, of the completed form to the Association President.

Grievant:

Date Presented to Supervisor:

Home Address:

Telephone (home):

City/State/Zip

(cell):

(work):

School building or worksite:

Immediate Supervisor:

Subject Area or Grade:

Association Representative:

Statement of Grievance:

Remedy Sought:

Grievant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX 3 Grievance Response – Immediate Supervisor’s Decision**

**NOTE:** Distribution of this form is as follows; original submitted to the grievant; one (1) whole and complete copy of completed form, including dated signatures, to the Association’s Grievance Committee Chairperson; and one (1) whole and complete copy of the completed form to the Association President.

**NOTE:** The following must be completed within by the grievant’s immediate supervisor within four (4) days of meeting.

Grievant:

Meeting Date:

School building or worksite:

Immediate Supervisor:

Decision of Immediate Supervisor & Reasons Therefore:

Date of Decision: \_\_\_\_\_ Immediate Supervisor’s Signature: \_\_\_\_\_

Grievant’s Response: **NOTE:** The following must be completed by the grievant within eight (8) days after the meeting.

- I accept the decision of my immediate supervisor as written above.
- I hereby refer the decision as written above to the Superintendent for review.

Date of Response: \_\_\_\_\_ Grievant’s Signature: \_\_\_\_\_

**APPENDIX 4 Grievance Response – Superintendent’s Decision**

**NOTE:** Distribution of this form is as follows; original submitted to the grievant; one (1) whole and complete copy of completed form, including dated signatures, to the Association’s Grievance Committee Chairperson; and one (1) whole and complete copy of the completed form to the Association President.

**NOTE:** The following must be completed by the District Superintendent within ten (10) days of meeting.

Grievant:

Date of Appeal:

Date of Hearing:

Decision of Superintendent & Reasons Therefore:

Date of Decision: \_\_\_\_\_ Superintendent’s Signature: \_\_\_\_\_

Grievant’s Response: **NOTE:** The following must be completed by the grievant within eight (8) days after the meeting.

I accept the decision of the Superintendent as written above.

Date of Response: \_\_\_\_\_ Grievant’s Signature: \_\_\_\_\_

**APPENDIX 5-A Evaluation Criteria & Indicators – Certificated Non-Classroom Teachers (TPEP-exempt only)**

1. Instructional Skill – The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience, to wit:
  - a. Uses District-adopted curriculum, District grade level targets, District goals, and state essential academic learning requirements to provide learning experiences appropriate to the course of study.
  - b. Maintains an appropriate balance of assignments and activities within the course of study.
  - c. Utilizes clear and concise lesson assignments.
  - d. Makes appropriate provision for differences in student ability, interest, experience and cultural values.
  - e. Allows students to pursue topics independently.
  - f. Helps students to develop effective work habits.
  - g. Uses individual students' talents and interests for class development.
  - h. Uses assessment to interpret student progress toward course objectives, utilizing student self-evaluation when appropriate.
  - i. Uses assessment techniques which allow students to receive frequent feedback to make learning tasks more meaningful.
  - j. Uses assessment techniques which encourage the students to establish and use standards and methods of evaluation for their own work.
  - k. Uses assessment techniques which encourage and help students to analyze and revise their own work.
  - l. Considers possible alternatives regarding remedial action.
  - m. Analyzes effectiveness of assessment techniques to determine problems and solutions.
  - n. Communicates clearly and correctly in speech and writing.
  - o. Provide opportunity for students to develop intellectual curiosity and the ability for independent, critical, and creative thinking.
  - p. Monitors student progress during instruction and makes adjustments based on observed progress.
  - q. Closes lesson in a manner that reinforces learning.
  - r. Uses learning activities that are relevant to the objectives, and avoids activities that are not relevant to the lesson.
  - s. Uses principles of effective practice, including the selection of a limited number of new concepts, monitoring, guided practice, assigning independent practices when a student has demonstrated sufficient understanding to benefit from such practice.
  
2. Classroom Management – The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
  - a. Selects and prepares equipment and materials in advance of the lesson.
  - b. Provides a classroom climate and physical environment conducive to student learning.
  - c. Selects/creates and uses curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved.
  - d. Identifies and appropriately uses instructional resources available throughout the District and the community.
  - e. Organizes individual, small group or large group learning experiences as appropriate to the pupil(s), subject matter and outcomes desired.
  - f. Establishes and communicates to parents and students clear expectations for classroom operational processes and procedures (e.g. grading/reporting procedures, attendance policies, homework expectations, student behavior, etc.)
  - g. Implements strategies that maintain a high level of the students' time directed towards learning.

3. Professional Preparation and Scholarship – The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession, to wit:
  - a. Provides for individual differences in rate and style of learning.
  - b. Uses an appropriate variety of teaching techniques.
  - c. Develops summaries and reinforcements which support learning and encourage thought.
  - d. Implements statutes and rules/regulations which have implications for the professional's practice or subject matter specialization.
  - e. Demonstrates, in his or her performance as a classroom teacher, commitment to the profession and its code of ethics.
  - f. Participates in building and District-based professional growth activities.
  - g. Attends staff and/or teaching group meetings.
  - h. Is familiar with current learning theories and basic principles and methods of teaching.
4. Effort Toward Improvement When Needed – The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth, to wit:
  - a. Assesses lessons in terms of student response to the techniques, activities and materials used.
  - b. Uses the results of such assessments to continue and/or modify teaching practices.
  - c. Works with colleagues to evaluate the effectiveness of the total school program.
  - d. Uses the results of self-appraisal and evaluative recommendations to continue, modify or improve teaching practices and instructional programs.
  - e. Uses information from students, parents, peers, and supervisors and documents to improve performance.
5. Handling of Student Discipline and Attendant Problems – The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting, to wit:
  - a. Involves students in establishing and carrying out classroom rules and procedures.
  - b. Involves students in leadership roles and group decision making.
  - c. Expects students to use democratic procedures and show consideration for the rights of others.
  - d. Considers personal needs, morale, self-respect, self-discipline and individual responsibility when dealing with students.
  - e. Demonstrates understanding of student behavior, consistency and tolerance.
  - f. Maintains classroom control and discipline appropriate to the particular teaching situation or other observed school-connected behavior.
  - g. Enlists the assistance of Counselors, Vice-Principal, Principal and other supportive personnel when appropriate.
  - h. Develops strategies to promote positive interpersonal relationships in the classroom.
6. Interest in Teaching Pupils – The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates an interest in interacting or in working with pupils, to wit:
  - a. Makes appropriate use of information in cumulative and other school records.
  - b. Consults with parents or guardians as appropriate.
  - c. Selects and utilizes appropriate diagnostic tools.
  - d. Surveys students in a group and/or consults with them individually.
  - e. Conveys a sense of enthusiasm.
  - f. Deals with personal information and communication in an ethical manner.
  - g. Complies with the provisions of Individual Education Plans (IEP) and Section 504 plans.

- h. Participates in student intervention processes, e.g., Section 504, Individual Education Plan (IEP), Care Team, etc.
  - i. Encourages equitable student participation.
  - j. Recognizes and acts to eliminate dehumanizing language and stereotype biases.
  - k. Promotes students' awareness of their own efforts and accomplishments.
7. Knowledge of Subject Matter – The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specializations appropriate to the elementary and/or secondary level(s), to wit:
- a. Establishes objectives which are clear, specific and measurable.
  - b. Establishes objectives which are appropriately organized and structured in a logical sequence according to what precedes and what follows in the development of the subject.
  - c. Possesses, demonstrates and maintains competence in his or her teaching field.
  - d. Integrates subject matter area(s) with other disciplines.
  - e. Assists students in understanding the relationships and relevance of subjects taught to the students educational or life experiences.
8. Professional Relationships – The certificated teacher relates in a professional manner to students, parents, volunteers, and educational personnel.
- a. Addresses conflict or disagreement at the lowest possible level when it is safe.
  - b. Communicates respectfully even when disagreements, objections, and/or complaints occur.

## **APPENDIX 5-B Evaluation Criteria & Indicators – Certificated Support Personnel**

1. Knowledge and Scholarship in Special Field – Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu, grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
2. Specialized Skills – Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. Management of Special and Technical Environment – Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
4. The Support Person as a Professional – Each certificated support person demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.
5. Involvement in Assisting Pupils, Parents and Educational Personnel – Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
6. Interest in Teaching Pupils –
  - a. Makes appropriate use of information in cumulative and other school records.
  - b. Complies with the provisions of Individual Education Plans (IEP) and Section 504 plans.
  - c. Participates in student intervention processes, e.g., Section 504, Individual Education Plan (IEP), Care Team, etc.
7. Professional Relationships – The certificated teacher relates in a professional manner to students, parents, volunteers, and educational personnel.
  - a. Addresses conflict or disagreement at the lowest possible level when it is safe.
  - b. Communicates respectfully even when disagreements, objections, and/or complaints occur.



**APPENDIX 6 Observation Report**

(Form 3610A)

Building or work-site:

Observation of:

Assignment:

Date of observation:

Time observation began:

Time observation ended:

Date this observation report provided to employee:

Short Form

Long Form

Reporting administrator's comments:

*NOTE:* It is the reporting administrator's responsibility to clearly note any performance deficiencies in the observation report. If any performance deficiencies are noted, at the supervisor's/observer's or employee's request, an informal plan to improve the employee's performance may be developed.

Employee's comments:

\_\_\_\_\_  
Reporting Administrator's Signature

\_\_\_\_\_  
Employee's Signature

My signature means that I have read and discussed this observation report with the reporting administrator.

c. Employee  
Employee's Personnel File

File Ref: 3610A.FPO

9/02  
Revised 9/05  
Revised 4/08  
OHSD 201

**APPENDIX 7 Evaluation Report – Certificated Non-Classroom Teachers (TPEP-Exempt)** (Form 3610B)

Evaluation of:

Assignment:

Building or work-site:

Date of Evaluation:

Date(s) and time(s) of observation(s) upon which this evaluation is based:

Short Form             Long Form

Instructions: Write comments after each criteria and indicate “satisfactory” or “unsatisfactory”.

1. Instructional Skill –

Comments:

Performance is:  Satisfactory             Unsatisfactory

2. Classroom Management –

Comments:

Performance is:  Satisfactory             Unsatisfactory

3. Professional Preparation and Scholarship –

Comments:

Performance is:  Satisfactory             Unsatisfactory

4. Effort Toward Improvement When Needed –

Comments:

Performance is:  Satisfactory             Unsatisfactory

5. Handling of Student Discipline –

Comments:

Performance is:  Satisfactory             Unsatisfactory

6. Interest in Teaching Pupils –

Comments:

Performance is:  Satisfactory             Unsatisfactory

7. Knowledge of Subject Matter –

Comments:

Performance is:  Satisfactory             Unsatisfactory

8. Professional Relationships –

Comments:

Performance is:  Satisfactory  Unsatisfactory

Additional comments of reporting administrator:

Employee's comments:

Date of evaluation conference:

Final determination of overall performance is:  Satisfactory  Unsatisfactory

---

Reporting Administrator's Signature

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Employee's Signature

My signature means that I have read and discussed this observation report with the reporting administrator.

c. Employee  
Employee's Personnel File

File Ref: 3610B.FPO

9/02  
Revised 9/05  
Revised 6/08  
OHSD 201

**APPENDIX 8 Evaluation Report – Certificated Support Personnel**

(Form 3610C)

Evaluation of:

Assignment:

Building or work-site:

Date of Evaluation:

Date(s) and time(s) of observation(s) upon which this evaluation is based:

Short Form       Long Form

Instructions: Write comments after each criteria and indicate “satisfactory” or “unsatisfactory”.

1. Knowledge & Scholarship in Special Field –

Comments:

Performance is:  Satisfactory       Unsatisfactory

2. Specialized Skills –

Comments:

Performance is:  Satisfactory       Unsatisfactory

3. Management of Special and Technical Environment –

Comments:

Performance is:  Satisfactory       Unsatisfactory

4. The Support Person as a Professional–

Comments:

Performance is:  Satisfactory       Unsatisfactory

5. Involvement in Assisting Pupils, Parents, and Educational Personnel–

Comments:

Performance is:  Satisfactory       Unsatisfactory

6. Interest in Teaching Pupils–

Comments:

Performance is:  Satisfactory       Unsatisfactory

7. Professional Relationships–

Comments:

Performance is:  Satisfactory       Unsatisfactory

Additional comments of reporting administrator:

Employee's Comments:

Date of evaluation conference:

Final determination of overall performance is:  Satisfactory  Unsatisfactory

---

Reporting Administrator's Signature

---

Employee's Signature

My signature means that I have read and discussed this observation report with the reporting administrator.

c. Employee  
Employee's Personnel File

File Ref: 3610C.FPO

9/02  
Revised 9/05  
Revised 6/08  
OHSD 201

**APPENDIX 9 Contract Waiver Request Form**

School building, work site, and/or location:

Date of request:

Initial Request

Renewal Request

Portion(s) of the Collective Bargaining Agreement to be waived (cite the article # and all applicable sections):

Total number of represented (by the Oak Harbor Education Association) employees at the school building, worksite, and/or location:

Number of employees voting in favor of the waiver request:            or            %

Number of employees voting against the waiver request:            or            %

Description of the intent of the waiver request (attach additional information, as necessary):

What procedure did the staff use to vote on the waiver, e.g., secret ballot, show of hands, etc.?

Describe objections, if any, to the waiver request:

How many represented employees were directly involved in developing the waiver request. What was the nature of that involvement?

How will the interests of the employees under the current Collective Bargaining Agreement be protected, if the waiver request is granted?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OHPS Administrators' Signature(s)

OHEA Building/Representative Council  
Delegates' Signature(s)

c. District Superintendent  
Association President

## **APPENDIX 10-A 5 Dimensions of Teaching and Learning Certificated Classroom Teachers**

### **I. Centering instruction on high expectations for student achievement**

- a. Based on standards and is linked to a broader purpose or builds transferable skills (P1)
- b. Communicates learning target(s) through verbal and visual strategies (P4)
- c. Makes success criteria clear to students and performance tasks are aligned (P5)
- d. Learning routines for discussion and collaborative work are present (CEC2)

### **II. Demonstrating effective teaching practices**

- a. Utilizes quality questioning that deepens student understanding (SE1)
- b. Opportunity and support for participation and meaning making (SE4)
- c. Provides engagement strategies that result in quality student talk (SE5)
- d. Use of scaffolds and gradual release of responsibility (CP5)

### **III. Recognizing individual student learning needs and developing strategies to address those needs**

- a. Facilitates student ownership of learning (SE2)
- b. Capitalizing on students' strengths (SE3)
- c. Differentiated instruction for students (CP4)
- d. Teacher use of formative assessments (A4)
- e. Establishes student growth goal(s) for subgroups (SG3.1)
- f. Achieves student growth goal(s) for subgroups (SG3.2)

### **IV. Providing clear and intentional focus on subject matter content and curriculum**

- a. Connects learning to previous and future lessons (P2)
- b. Aligns curriculum materials and tasks to learning targets and to students' level of challenge (CP1)
- c. Delivers instruction consistent with content knowledge (CP2)
- d. Uses teaching strategies that develop discipline specific understanding (CP3)
- e. Design of performance task (P3)

### **V. Fostering and managing a safe, positive learning environment**

- a. Physical arrangement of the room is safe and students access resources (CEC1)
- b. Learning time is maximized in service of learning (CEC3)
- c. Positive student-teacher relationships are evident (CEC4)
- d. Classroom norms are evident (CEC5)

### **VI. Using multiple student data elements to modify instruction and improve student learning**

- a. Students self-assess learning relative to the success criteria (A1)
- b. Students use formative assessments to assess their learning (A2)
- c. Assessment opportunities allow students to demonstrate learning (A3)
- d. Teacher has an observable system for data collection and uses it to inform instruction (A5)
- e. Establishes classroom student growth goals (SG6.1)
- f. Achieves classroom student growth goals (SG6.2)

### **VII. Communicating and collaborating with parents and the school community**

- a. Communication and collaboration with parents and guardians (PCC2)
- b. Communicates within the school community about student progress (PCC3)

### **VIII. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

- a. Collaborates with peers and administrators to improve student learning (PCC1)
- b. Supports school, district and state curricula, policies and initiatives (PCC4)
- c. Professionally supports all students (PCC5)
- d. Establishes student growth goals and monitors student achievement as a collaborative team (SG8.1)

**APPENDIX 10-B CEL 5D Rubric for Instructional Growth and Teacher Evaluation  
(2016) by Washington State Criteria**

<b>Criterion 1: Centering instruction on high expectations for student achievement.</b>			
<i>P1 Learning target(s) connected to standards</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.
<i>P4 Communication of learning target(s)</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely states or communicates with students about the learning target(s).	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.
<i>P5 Success criteria</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The success criteria for the learning target(s) are nonexistent or vague.	Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning.	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning.	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning.
<i>CEC2 Learning routines</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Learning routines for discussion and collaborative work are absent.	Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students are held accountable for completing their work and for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students independently use the routines during the lesson. Students are held accountable for completing their work and for learning. Students support the learning of others.

Washington State Teacher/Principal Evaluation Program (<http://k12.wa.us/TPEP/>)  
*Improving Student Learning Through Improved Teaching and Leadership*

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**Criterion 2: Demonstrating effective teaching practices.**

*SE1 Quality of questioning*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.

*SE4 Opportunity and support for participation and meaning making*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.

*SE5 Student talk*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Talk is dominated by the teacher and/or student talk is unrelated to the discipline.	Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.	Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.

**Criterion 2: Demonstrating effective teaching practices.**

*CP5 Use of scaffolds*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/ or skills. If teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

*SE2 Ownership of learning*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely provides opportunities and strategies for students to take ownership of their learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.

*SE3 Capitalizing on students' strengths*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.	Teacher has knowledge of students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.

*CP4 Differentiated instruction for students*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies - such as time, space, structure and materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.

*A4 Teacher use of formative assessments*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in- the-moment instructional adjustments based on completion of task(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.

**Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**Student Growth 3.1: Establish Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 3.2: Achievement of Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.</b>			
<i>P2 Lessons connected to previous and future lessons, broader purpose and transferable skill</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.
<i>CP1 Alignment of instructional materials and tasks</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students' levels of challenge.
<i>CP2 Teacher knowledge of content</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.
<i>CP3 Discipline-specific teaching approaches</i>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.

**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.**

*P3 Design of performance task*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.  Students are able to use prior learnings/understandings to engage in new performance tasks.

**Criterion 5: Fostering and managing a safe, positive learning environment.**

*CEC1 Classroom arrangement and resources*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.

*CEC3 Use of learning time*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline.  Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.

*CEC4 Student status*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being.  Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for student status to be elevated.

**Criterion 5: Fostering and managing a safe, positive learning environment.**

*CEC5 Norms for learning*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students' cultures.	Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures. Students self-monitor or remind one another of the norms.



**Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

*A1 Student self-assessment*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.

*A2 Student use of formative assessments over time*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Students do not use formative assessments to assess their own learning.	Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time.

*A3 Quality of formative assessment methods*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.

*A5 Collection systems for formative assessment data*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.

**Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

**Student Growth 6.1: *Establish Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 6.2: *Achievement of Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

**Criterion 7: Communicating and collaborating with parents and the school community.**

*PCC2 Communication and collaboration with parents and guardians*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely communicates in any manner with parents and guardians about student progress.	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner.  Teacher considers the language needs of parents and guardians.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.

*PCC3 Communication within the school community about student progress*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner.	Teacher maintains accurate and systematic student records.  Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

*PCC1 Collaboration with peers and administrators to improve student learning*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development.

*PCC4 Support of school, District and state curricula, policies and initiatives*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher is unaware of or does not support school, District or state initiatives. Teacher violates a District policy or rarely follows District curricula/pacing guide.	Teacher supports and has an understanding of school, District and state initiatives. Teacher follows District policies and implements District curricula/pacing guide.	Teacher supports and has an understanding of school, District and state initiatives. Teacher follows District policies and implements District curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, District and state initiatives.  Teacher follows District policies and implements District curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole- group and individual needs without compromising an aligned curriculum.

*PCC5 Ethics and advocacy*

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

**Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**Student Growth 8.1: *Establish Team Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not collaborate or reluctantly collaborates with other grade, school, or District team members to establish goal(s), to develop and implement common, high- quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or District team members to establish goal(s), to develop and implement common, high- quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or District team members to establish goal(s), to develop and implement common, high- quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or District team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

## APPENDIX 10-C STUDENT GOAL SETTING / DATA CONFERENCE

Teacher:

Evaluator:

### Growth Goal Setting Conference Date:

1. What are the learning goal(s) and standards to be increased?
2. What assessment data will be used to measure progress?
3. Which students will be measured as a sub group (3), classroom (6) and as a team (8)?

#### Sub Dimension 3

- e. Establishes student growth goal(s) for subgroups (SG3.1)  Yes  No
- f. Achieves student growth goal(s) for subgroups (SG3.2)  Yes  No

#### Sub Dimension 6

- e. Establishes classroom student growth goals (SG6.1)  Yes  No
- f. Achieves classroom student growth goals (SG6.2)  Yes  No

#### Sub Dimension 8

- d. Establishes student growth goals and monitors student achievement as a collaborative team (SG8.1)  Yes  No

4. When will I measure growth between two points in time for these students?
5. How will my instructional strategies support academic growth in these students?

### Follow up Student Growth Conference with Evaluator

- Did the students meet the goal(s)?  Yes  No
- What data indicates the goals were met?
- What will we do next as a result of this area of focus?

### Student Growth Checklist Reminder

Purpose: Use this checklist as a review or guide for your student growth planning meeting to ensure that your student growth goals have the required components of sub dimensions 3, 6, and 8. Remember that one half of the rubric points for student growth sub dimensions in 3 and 6 are based on whether the student growth goal is established.

- Is a sub group of students identified consistent with sub dimension 3?
- Is a whole group of students identified consistent with sub dimension 6?
- Is there a plan to use this area of focus with colleagues consistent with sub dimension 8?
- Are two points in time identified for each group for each goal?
- Is the standard, goal, or skill based on state and/or national standards?
- Is the assessment identified?
- Is the timeline identified?
- Are the instructional methods identified?

## APPENDIX 10-D OBSERVATION REPORT

Observation of: [Comments]  
Assignment: [Comments]  
Time Observation Began: [Comments]  
Date this observation report provided to employee: [Comments]

Building or Worksite: [Comments]  
Date of Observation: [Comments]  
Time Observation Ended: [Comments]

Comprehensive  Focused

Note: The teacher's performance evaluation will be based on formal and informal observations and other evidence, both inside and outside the classroom. This observation is one part of this evidence. The boxes on the left-hand side of the indicators should be checked off should the sub-dimension be noted during the observation. Through mutual agreement, classroom data such as student response patterns or levels of questioning may be gathered and attached to this observation form as additional evidence of teacher proficiency.

### I. Centering instruction on high expectations for student achievement

- 1. Based on standards and is linked to a broader purpose or builds transferable skills (P1)
- b. Communicates learning target(s) through verbal and visual strategies (P4)
- c. Makes success criteria clear to students and performance tasks are aligned (P5)
- d. Learning routines for discussion and collaborative work are present (CEC2)

Evidence/Comments: [Comments]

### II. Demonstrating effective teaching practices

- a. Utilizes quality questioning that deepens student understanding (SE1)
- b. Opportunity and support for participation and meaning making (SE4)
- c. Provides engagement strategies that result in quality student talk (SE5)
- d. Use of scaffolds and gradual release of responsibility (CP5)

Evidence/Comments: [Comments]

### III. Recognizing individual student learning needs and developing strategies to address those needs

- a. Facilitates student ownership of learning (SE2)
- b. Capitalizing on students' strengths (SE3)
- c. Differentiated instruction for students (CP4)
- d. Teacher use of formative assessments (A4)
- e. Establishes student growth goal(s) for subgroups (SG3.1)
- f. Achieves student growth goal(s) for subgroups (SG3.2)

Evidence/Comments: [Comments]

### IV. Providing clear and intentional focus on subject matter content and curriculum

- a. Connects learning to previous and future lessons (P2)
- b. Aligns curriculum materials and tasks to learning targets and to students' level of challenge (CP1)
- c. Delivers instruction consistent with content knowledge (CP2)
- d. Uses teaching strategies that develop discipline specific understanding (CP3)
- e. Design of performance task (P3)

Evidence/Comments: [Comments]

**V. Fostering and managing a safe positive learning environment**

- 1. Physical arrangement of the room is safe and students access resources (CEC1)
- b. Learning time is maximized in service of learning (CEC3)
- c. Positive student-teacher relationships are evident (CEC4)
- d. Classroom norms are evident (CEC5)

Evidence/Comments: [Comments]

**VI. Using multiple student data elements to modify instruction and improve student learning**

- 1. Students self-assess learning relative to the success criteria (A1)
- b. Students use formative assessments to assess their learning (A2)
- c. Assessment opportunities allow students to demonstrate learning (A3)
- d. Teacher has an observable system for data collection and uses it to inform instruction (A5)
- e. Establishes classroom student growth goals (SG6.1)
- f. Achieves classroom student growth goals (SG6.2)

Evidence/Comments: [Comments]

**VII. Communicating and collaborating with parents and the school community**

- 1. Communication and collaboration with parents and guardians (PCC2)
- b. Communicates within the school community about student progress (PCC3)

Evidence/Comments: [Comments]

**VIII. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**

- 1. Collaborates with peers and administrators to improve student learning (PCC1)
- b. Supports school, district and state curricula, policies and initiatives (PCC4)
- c. Professionally supports all students (PCC5)
- d. Establishes student growth goals and monitors student achievement as a collaborative team (SG8.1)

Evidence/Comments: [Comments]

Reporting administrator's comments: [Comments]

Pre Conference: [Comments]

Post Conference: [Comments]

Note: It is the reporting administrator's responsibility to clearly note any performance deficiencies in the observation report. If any performance deficiencies are noted, at the supervisor's/observer's or employee's request, an informal plan to improve the employee's performance may be developed.

Employee's comments: [Comments]

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Reporting Administrator's Signature

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Employee's Signature

My signature means that I have read and discussed this observation report with the reporting administrator.



## APPENDIX 10-E ANNUAL EVALUATION REPORT – CERTIFICATED CLASSROOM TEACHERS

Observation of: [Comments]  
 Assignment: [Comments]  
 Time Observation Began: [Comments]  
 Date this observation report provided to employee: [Comments]

Building or Worksite: [Comments]  
 Date of Observation: [Comments]  
 Time Observation Ended: [Comments]

Comprehensive                       Focused

Instructions: Evaluate the performance of the teacher’s performance over the year based on formal and informal observations and other evidence, both in the classroom and outside the classroom. Should the preponderance of evidence in a section result in an unsatisfactory or basic score, the evaluator will score each of the sub-dimensions. Otherwise, the evaluator will score each section overall.

### I. Centering instruction on high expectations for student achievement.

	1	2	3	4
a. Based on standards and is linked to a broader purpose or builds transferable skills (P1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Communicates learning target(s) through verbal and visual strategies (P4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Makes success criteria clear to students and performance tasks are aligned (P5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Learning routines for discussion and collaborative work are present (CEC2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section I Score:  
 Evidence/Comments: [Comments]

### II. Demonstrating effective teaching practices.

	1	2	3	4
a. Utilizes quality questioning that deepens student understanding (SE1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Opportunity and support for participation and meaning making (SE4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Provides engagement strategies that result in quality student talk (SE5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Use of scaffolds and gradual release of responsibility (CP5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II Score:  
 Evidence/Comments: [Comments]

### III. Recognizing individual student learning needs and developing strategies to address those needs.

	1	2	3	4
a. Facilitates student ownership of learning (SE2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Capitalizing on students’ strengths (SE3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Differentiated instruction for students (CP4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Teacher use of formative assessments (A4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Establishes student growth goal(s) for subgroups (SG3.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Achieves student growth goal(s) for subgroups (SG3.2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section III Score:  
 Evidence/Comments: [Comments]

**IV. Providing clear and intentional focus on subject matter content and curriculum.**

- |  | 1                        | 2                        | 3                        | 4                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Connects learning to previous and future lessons (P2)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Aligns curriculum materials and tasks to learning targets and to students' level of challenge (CP1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Delivers instruction consistent with content knowledge (CP2)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Uses teaching strategies that develop discipline specific understanding (CP3)                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Design of performance task (P3)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section IV Score:

Evidence/Comments: [Comments]

**V. Fostering and managing a safe positive learning environment.**

- |  | 1                        | 2                        | 3                        | 4                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Physical arrangement of the room is safe and students access resources (CEC1) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Learning time is maximized in service of learning (CEC3)                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Positive student-teacher relationships are evident (CEC4)                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Classroom norms are evident (CEC5)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section V Score:

Evidence/Comments: [Comments]

**VI. Using multiple student data elements to modify instruction and improve student learning.**

- |  | 1                        | 2                        | 3                        | 4                        |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Students self-assess learning relative to the success criteria (A1)                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Students use formative assessments to assess their learning (A2)                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Assessment opportunities allow students to demonstrate learning (A3)                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Teacher has an observable system for data collection and uses it to inform instruction (A5) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Establishes classroom student growth goals (SG6.1)  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f. Achieves classroom student growth goals (SG6.2)   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section VI Score:

Evidence/Comments: [Comments]

**VII. Communicating and collaborating with parents and the school community.**

- |   | 1                        | 2                        | 3                        | 4                        |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| a. Communication and collaboration with parents and guardians (PCC2)      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Communicates within the school community about student progress (PCC3) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section VII Score:

Evidence/Comments: [Comments]

**VIII. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

	1	2	3	4
a. Collaborates with peers and administrators to improve student learning (PCC1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Supports school, district and state curricula, policies and initiatives (PCC4)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Professionally supports all students (PCC5)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Establishes student growth goals and monitors student achievement as a collaborative team (SG8.1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section VIII Score:

Evidence/Comments: [Comments]

Additional comments of evaluator: [Comments]

Student Growth

Low

Average

High

Date of annual evaluation conference:

Final determination of overall performance is:

Unsatisfactory

Basic

Proficient

Distinguished

Employee's comments: [Comments]

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Reporting Administrator's Signature

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Employee's Signature

My signature means that I have read and discussed this observation report with the reporting administrator.

c. Employee  
Employee's Personnel File

**APPENDIX 10-F EVALUATION SCORING AND RATING GUIDE**

\*Note: Overall score on most recent comprehensive evaluation carries to subsequent focused evaluations.

Use this guide to determine a rating for each of the criteria based on the number of components. So if a criterion has 5 components, add up the scores for a total for that criterion. Then, using this guide, determine that criterion's overall rating.

1. For use only if scoring a rating of 1 or 2 in a criterion. Otherwise, skip to step 2.

Then, circle the rating for each criterion on this worksheet and calculate a total.

Translate the total to a Final Evaluation Rating.

2. Transfer criterion scores from 12E Annual Evaluation Report by circling below:

INSTRUCTIONAL FRAMEWORK SCORING GUIDE				
Number of Components	Rating			
	4	3	2	1
2	7-8	5-6	3-4	2
4	14-16	10-13	7-9	4-6
5	17-20	13-16	9-12	5-8
6	21-24	15-20	10-14	6-9

INSTRUCTIONAL FRAMEWORK SCORING WORKSHEET				
Criteria	Rating			
One	4	3	2	1
Two	4	3	2	1
Three	4	3	2	1
Four	4	3	2	1
Five	4	3	2	1
Six	4	3	2	1
Seven	4	3	2	1
Eight	4	3	2	1
<b>TOTAL</b>				

4. Determine evaluation rating.

FINAL EVALUATION RATING*	
29-32	<input type="checkbox"/> 4-Distinguished
22-28	<input type="checkbox"/> 3-Proficient
15-21	<input type="checkbox"/> 2-Basic
8-14	<input type="checkbox"/> 1-Unsatisfactory

3. Total scores \_\_\_\_\_

*\*Except for Comprehensive Evaluation that has a 4-Distinguished and a Low Student Growth Score (see below). In that case, the Final Evaluation is a 3-Proficient.*

**For Comprehensive Evaluations only**, use this guide to determine a Student Growth Score:

STUDENT GROWTH SCORING GUIDE			
Number of Components	Rating		
	High	Average	Low*
1	4	3	1-2
2	7-8	5-6	2-4

5. Use for 8d  
6. Use for 3ef & 6ef

*\*Triggers Low Student Growth Activities*

7. Transfer scores to 12E Annual Evaluation Report.

Low	Low	Low	= Low	Low	Avg	High	=Avg
Low	Low	Avg	= Low	Avg	High	High	=High
Low	Avg	Avg	=Avg	High	High	High	=High

AGREEMENT  
BETWEEN  
THE OAK HARBOR SCHOOL DISTRICT #201  
AND  
THE OAK HARBOR EDUCATION ASSOCIATION  
**REGARDING OAK HARBOR VIRTUAL ACADEMY**

THIS AGREEMENT (“Agreement”) is entered into between the Oak Harbor School District (“District”) and the Oak Harbor Education Association (“OHEA”), amending the parties’ September 1, 2021 – August 31, 2024 Collective Bargaining Agreement (“CBA”).

All terms and benefits of the CBA shall apply equally to employees with Alternative or Online Assignments, with the following exceptions:

1. For purposes of Section 7.2.4 (Specific Class Size Limits) of the Parties’ CBA, employees who do not have students physically present in a single classroom (i.e. OHVA online teachers) shall have an overload limit of 28 FTE students assigned to their caseload for K-2 and 40 FTE students for 3-12.
  
2. The number of days in the work year for such employees shall be the same as for other members of the bargaining unit unless otherwise agreed between the District and Association.
  
3. In the event matters arise related to OHVA employees, the Assistant Superintendent for Human Resources and OHEA President will confer and reach agreement on specific application. Such agreements will be recorded and applied in the same manner for all OHVA employees.
  
4. The following additional conditions shall apply to Oak Harbor Virtual Academy Employees:
  - a. Schedules: Employees may work flexible schedules with approval of the OHVA Principal.
  - b. It is understood that due to the very different nature of the work at OHVA, other working conditions may be different from other employees in the bargaining unit. The District and Association will work in good faith to address any issues as they arise and to ensure the success of the program.

This MOU will remain in effect through the 2021-2022 school year at which point the District and Association will reopen on the issue of working conditions and caseload for OHVA based on information gathered during the program’s operation.

OAK HARBOR EDUCATION ASSOCIATION    OAK HARBOR SCHOOL DISTRICT #201

PLACEHOLDER – replace with signed agreement in final PDF

BY: \_\_\_\_\_  
Mike Fisher, Association President

BY: \_\_\_\_\_  
Dr. Lance Gibbon, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACEHOLDER – replace with signed agreement in final PDF

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE OAK HARBOR SCHOOL DISTRICT #201  
AND  
THE OAK HARBOR EDUCATION ASSOCIATION  
REGARDING CO-TEACHING SUPPORTS**

**In order to resolve issues related to the co-teaching model raised during negotiations, the District and Association hereby agree as follows:**

- During 2021-22, special education teachers at OHI and NWMS who are assigned to co-teaching shall be assigned to co-teach with no more than two general education teachers, and general education teachers will not be assigned to co-teach with more than two special education teachers.
- Special education teachers who are assigned to co-teach will co-teach no more than two subjects.
- After spring break and before June 1, the negotiating teams (or a sub-group) will meet to review the co-teaching model for the 2022-23 and 2023-24 school years and adjust the MOU as necessary.

This MOU expires at the conclusion of the 2023-24 school year but may be extended or modified by mutual agreement.

OAK HARBOR EDUCATION ASSOCIATION

OAK HARBOR SCHOOL DISTRICT #201

BY: \_\_\_\_\_  
Mike Fisher, Association President

BY: \_\_\_\_\_  
Karst Brandsma, Superintendent

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_