

## **NEGOTIATED AGREEMENT**

– between –

**Oak Harbor Education Association**

– and –

**Oak Harbor School District No. 201**

**September 2012 through August 2013**



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**PREAMBLE & DURATION**

This Agreement is entered into by and between the Oak Harbor School District (OHSD) 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, 2012 and will continue in effect until August 31, 2013.

The parties will not reopen this agreement until 2013.

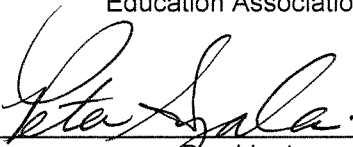
Any provision may be reopened for negotiations at any time upon written mutual agreement between the parties.

Each year the school calendar will follow the calendar guidelines in *Appendix 3*. 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.

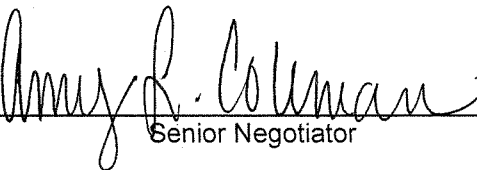
Negotiations regarding any section of the Agreement affected by State or Federal legislation will occur within four (4) weeks following notification by either party. Copies of agreements revised by any negotiations shall be published and made available to all employees by September 30 of each school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

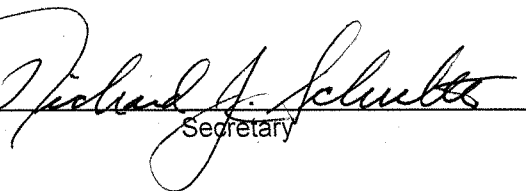
For the Oak Harbor  
Education Association

For the Oak Harbor School District  
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 placed on the certificated salary schedule 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, when used in this Agreement apply. 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 the Oak Harbor School District No. 201, or its authorized designees.

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

**“District”** shall mean the Oak Harbor School District No. 201.

**“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 optional 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 distribute to all employees copies of this Agreement. All employees new to the District shall be provided a copy of this Agreement by the District.

- 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-A First Consideration

APPENDIX 1-B Request for Reassignment

APPENDIX 1-C Request for Transfer

APPENDIX 2-A Salary Schedule for Certificated Instructional Staff

APPENDIX 2-B Base Salary Plus Supplemental Contract

APPENDIX 3 Oak Harbor School District Calendar Guidelines

APPENDIX 4 Grievance Review Request Form

APPENDIX 5 Grievance Response – Immediate Supervisor's Decision

APPENDIX 6 Grievance Response – Superintendent's Decision

APPENDIX 7-A Evaluation Criteria & Indicators – Certificated Classroom Teachers

APPENDIX 7-B Evaluation Criteria & Indicators – Certificated Support Personnel

APPENDIX 8 Observation Report

APPENDIX 9 Evaluation Report – Certificated Classroom Teachers

APPENDIX 10 Evaluation Report – Certificated Support Personnel

APPENDIX 11 Contract Waiver Request Form

**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 11 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 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 the 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.
- 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 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 Representation Fee Deduction** – If an employee fails to sign and deliver an *Assignment of Wages Form for Representation Fee* as described herein or has not revoked previous dues and fees deductions, the District agrees to deduct from the salary of such employee a representation fee in an amount equal to membership dues and fees provided, however, that employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this article. The District agrees to remit to the Association, when applicable, a list of employees on behalf of whom representation fee deductions have been made.

**3.7.3 Charitable Organization Donation** – Any employee claiming objection to payment of dues and fees to the Association based on bonafide religious tenets or teachings shall notify the Association and the District of such objection, in writing, within ten (10) days of commencement of employment. If an employee objects to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equivalent to regular dues and fees to a bonafide nonreligious charitable organization or other charitable organization pursuant to *RCW 41.59.100*.

**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 180-87 (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 8 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 8, 9, and/or 10 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 School District Board Policy. Discipline standards and regulatory rules will be distributed to staff within the first four 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 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.

**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** – Three (3) copies of 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. Two (2) copies are forwarded to the District Office to be signed. One (1) of these copies is then placed in the employee's personnel file and the second copy returned to the employee.

**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** – The length of the regular employee contract shall be one-hundred-eighty (180) days in total. Any extension of contracted days by the District shall be computed on 1/180 full per diem of the employee's contracted rate of pay, unless mutually agreed to the contrary by the employee, the Association, and the District. Therefore, all extensions of the contract 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 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.

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 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 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 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 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.

Employees who desire a transfer and/or reassignment are required to complete and submit request form(s), i.e., Appendix 1- B by December 15 for reassignment, and/or Appendix 1 C by January 20 for transfer, which shall be kept on file by the District until assignments for the ensuing school year have been made.

Employees who have a pending request for transfer or reassignment shall be given first consideration for positions that are vacant according to the procedure in Appendix 1-A.

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 shall be publicized to the staff through normal staff communications including posting on the central office bulletin board and, during the school year, by publishing the position vacancy or new position in the staff bulletin.

The District will attempt to have all new or recently vacated positions posted to staff by summer dismissal. During June, July, and August, employees who have expressed special interest, in writing to the District by June 1 of each school year, will be sent postings from the district's Human Resources Office for similar positions requested. All vacancy announcements will be sent to the unit president during June, July, and August.

**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.

The parties will encourage all present employees to participate in electronic transfer of paychecks. Checks shall be automatically deposited by the District in said employee's bank each month. Employees hired prior to June 1, 1995 who do not participate will be

grandfathered. 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. A report of absence is to be completed for each absence, regardless of the reason. This report is to be signed by the employee involved and his or her immediate supervisor. A statement from the health care provider may be required when an employee is out on illness, injury, or emergency leave.

- 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.

- 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 up to five (5) days per occurrence of additional leave may be taken from emergency leave. Additional time may be granted at the discretion of the Superintendent.

**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 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 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 School District. 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 year. This leave may be extended or modified at the discretion of the Superintendent or his or her designee/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 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 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 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:
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 Military Training Duty** – To maintain reserve status, not to exceed two (2) weeks per year and then only if reserve training cannot be scheduled during the employee's non-contracted days.
- 5.5.5 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, less the cost of a substitute. 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.
- 5.5.6 Annual Leave** – Up to two (2) 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 of four (4) annual leave days in any one 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 or last 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 four (4) consecutive annual leave days may be taken at any one time. Further, no more than one (1) annual leave day each may be taken connected to the Christmas and spring break holidays. No more than six-percent (6%) of the employees in any school building or three-percent (3%) of the total work force of the District shall be granted annual leave on any one (1) instructional day. 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 rate of three-fourths (3/4) per diem rate per annual leave day not to exceed a cash out of two (2) days in any one year. The additional compensation will be paid no later than the August paycheck.

**5.5.7 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 Maximum Allowable Compensation** – The salary schedules in effect for the duration of this Agreement will reflect the maximum allowed by the State while allowing the District to comply with state compensation laws.

**6.1.2 Substitutes' Salaries** – Represented substitutes shall be paid seventy-five percent (75%) of the daily rate of the base of the certificated salary schedule. When a substitute works in the same assignment for twenty (20) consecutive days, commencing on the twenty-first (21) 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:

The first workday of the school year shall be a supplemental 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 second supplemental day, or an equivalent number of hours, shall be used to attend building meetings beyond the workday. Principals will work with the staff in their respective school buildings or work-sites to establish its usage and this usage will be scheduled at the beginning of the school year when possible. No more than 3.75 hours of this time shall be discontinuous with the workday. In cases where evening meetings conflict with personal obligations, one or more alternatives will be provided that avoid the conflict.

The District and Association agree and affirm the following beliefs: (a) that the success of the District is dependent on the hiring and retaining of the highest quality employees; (b) that providing a quality education for students requires from employees a commitment to the profession beyond the base contract, normal workday hours, and school year; (c) that state law allows additional compensation for additional time, additional responsibilities or incentives (TRI); (d) that the additional commitment required of the District's employees cannot be accurately measured in hours or days; and finally, (e) that the time necessary to fulfill any one employee's responsibilities may vary from that of another employee as determined by the individual's own professional judgment.

In consideration of the foregoing, and subject to the maintenance of State and Federal funding<sup>1</sup>, the District agrees to provide each employee a responsibility stipend in an amount equivalent to fourteen (14) days, Provided that two (2) of these days of this responsibility stipend shall be suspended in the event of a double levy loss by the District pending passage and first collection of a new levy by the District.

### 6.3 Optional Days

**6.3.1 Supplemental Professional Development Time (SPDT)** – In consideration for employees' participation in a variety of professional development opportunities

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1. The District's obligation to provide fifty-two percent (52%) of this responsibility stipend is contingent on current levels of State and Federal funding. If significant reductions from then current levels of State or Federal funding occur, the parties agree to immediately reopen this specific provision regarding this portion of the *responsibility stipend*.

beyond the contracted work year and supplemental assignments, each employee shall be eligible to receive up to the equivalent of two (2.0 days) of compensation at their per diem rate of pay.

The District shall compile a menu of professional development offerings to be available locally, to include curriculum-based staff development, professional enhancement and growth, and building-based programs. Supplemental Professional Development Time will be verified by the presenter/designee and Principal/program leader. Supplemental Professional Development Time may be used for employee-initiated District approved activities.

Employees participating in the Professional Growth Option Track may utilize three (3) days release time to complete Professional Growth Option activities in addition to their Supplemental Professional Development Time as provided for in this section. (See section 8.6.2)

**6.3.2 Staff Start Up Day** –The District will fund one Staff Development Day (SDD) to be worked the day immediately preceding the first student day for each year of this agreement to be scheduled at the start of the school year, provided, however, if or when the State restores funding for one or more LID days (or the equivalent), this Staff Start-Up Day shall terminate. 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.

**6.4 Special Education Specialist Provider Stipend** – The District will pay its current and prospective Occupational Therapists, Physical Therapists, and Speech-Language Pathologists a specialist provider stipend of five-hundred-dollars (\$500.00) 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 a registered as a 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 masters 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 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 released 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 day activity of less than two-and-one-half (2.5) hours.
- 6.5.4** The District will pay a preparation and planning payment (PPP) of forty-dollars (\$40) per occurrence, twenty-dollars (\$20) to those substitutes who have been serving more than twenty (20) days in the same assignment, 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.

**6.6 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 **Fringe Benefits** – The District shall provide insurance premium payments according to the following formula: The state funded amount per month less the health care authority carve out. In addition, the District will contribute \$30 per month per FTE to the insurance benefit pool per 6.8.2.2 for the term of this agreement. The District and the Association will jointly make decisions affecting fringe benefits. These decisions shall be made by a permanent Health Insurance Benefits Committee comprised of two representatives of the Association, two representatives of the Public School Employees' Association (PSE), one representative of the Oak Harbor Building Administrators Association (OHBA), and two administrative designees.

- 6.8.1 Employees less than 1.0 FTE will receive a pro rata share, i.e., their percentage of FTE, of the maximum contribution.

- 6.8.2 The monthly insurance allocation will be used to fund the programs approved by the Health Insurance Benefits Committee.

Annual enrollment for such programs shall occur during the first thirty (30) days of each school year. New employees shall complete enrollment in approved programs within the time specified by the insuring company.

The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed equally, pro rata among employees who do not generate sufficient monies to cover the full cost of their basic coverage.

- 6.8.2.1 From the dollar amount available to each employee, the cost of the approved dental, vision, and long term disability insurance plans shall be deducted first, with the remaining monies available for application to other approved group insurance programs in accordance with state law.

- 6.8.2.2 To provide maximum utilization of the insurance appropriation for employees, the District agrees to accumulate any unused benefit

monies in a pool which shall be distributed on a monthly basis to reduce or eliminate payroll deduction for approved employee medical insurance plans. The District will distribute pool monies effective the October pay period. Upon request, the District will provide the Association President with a report regarding employee usage of pooled funds.

- 6.8.2.3 After pooled funds have been used to fund basic benefits defined in previous subsections of this Article, if there are funds remaining in the pool, these funds will be divided equally. Employees less than 1.0 FTE will receive a pro rata share. These pool funds may be used to purchase salary insurance and National Insurance Company life insurance, WEA endorsed.
- 6.8.2.4 In addition, any employee may participate in any other approved optional programs; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations.
- 6.8.2.5 Employees may elect a "Section 125 plan" as part of their benefit package.
- 6.8.3 Married couples or domestic partners who are both members of the bargaining unit as defined in Section 1.1 may pool their health insurance benefits.
- 6.8.4 This Agreement shall be construed consistently with state laws relating to school district employee benefits. For purposes of complying with RCW 28A.400.275, the parties agree that this Section 6.8 shall have a term of one (1) year, but shall renew annually during the term of this Agreement unless any of the above provisions shall become void as a result of state action, in which case either party may request to meet to bargain over any impacts of such change to employees.

It is understood that during the term of this Agreement the parties and or the District's benefits providers may wish to make changes to available health care coverage premiums and plans in order to implement ESSB 5940. Upon request of either party, the parties to this Agreement will meet regarding the impacts of any such changes.

**6.9 Qualification Credits and Experience** – Employee placement on the District salary schedule shall be based on a combination of post bachelors 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 the district personnel office 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 2 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 308-124A-600* 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 the District's Human Resources Office 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 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 182 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 Special Education 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 a 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 2. 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.

**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 day at their per diem rate for every five years of service in the district to a maximum of four 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** 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) minute 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 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 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 additional day's pay, at the substitute rate of pay, for every five 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 week of absences. This provision does not apply to those substitutes in long term assignments.

## 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 **Impact of Special Education and Special Needs Students** – The special needs student is any student, regardless of category or label, who demonstrates one or more of the following characteristics: The student 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. 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.

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.

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. Such staff may request release time for the Director of Special Programs for IEP writing when, in their judgment, it is appropriate, and the Director shall consider and respond to such requests in good faith.

When an 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 days of the request. The Superintendent will render a decision and communicate same to all parties within five (5) 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
2-3.....	27 per class
4-5.....	28 per class
6-8.....	30 per class
9-12.....	33 per class

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

The District shall allocate \$3250 per elementary school; \$3750 per middle school; and \$5000 to the High School to address individual class sizes which exceed the above limits. The building Principal and affected employees will jointly determine how to best allocate the available resources in order to address individual classes which exceed the above limits. If the parties are unable to agree on how to best allocate the available resources, a district-level committee consisting of a teacher from the school, the Association President, the Principal, and the Executive Director of Human Resources will promptly convene to consider the problem and will respond to the parties within one month. The committee's recommended solution is final and binding on the parties.

If after February 1 of each year the money in each school has not been used, it will be made available to those schools which are experiencing overloads and where overload problems have not been satisfactorily addressed with the resources above. The district level committee will review requests for utilization

of these resources.

These limits will be void if federal impact aid drops below 10% of revenues and the school board declares a fiscal emergency.

**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.

In the event that "visitors," as defined in *Oak Harbor School District No. 201 Board Policy No. 8600*, should attempt to visit a classroom or other teaching area in violation of paragraph one (1) of this section, the employee shall have the right and authority to remind such visitor of Board Policy, and to direct such visitor to secure the Principal's approval for the visit.

**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 for each sex, and separate from student rest rooms.

**7.5.7** A separate telephone will be provided for the use of teachers.

**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 mails. 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<sup>st</sup>, 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 the District personnel office, 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 or more employees, selection for retention shall be made based on the total number of education credits beyond the Bachelors degree submitted to the District prior to October 1. If more than one individual employee has the same number of credits after applying the above provisions, 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 certified mail or by personal delivery at the employee's last known address. The employee must notify the District's personnel office of any changes to his or her mailing address 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 or ten (10) days from the mailing of such notice, whichever is shorter, 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.

This procedure shall apply to those employees who are required as a condition of their employment to have a teaching certificate from the State of Washington.

- 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 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. Subgroups may work on different topics. For so long as the District continues to designate early release days in the calendar, six of them, to 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 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 highly focused school improvement plans.
  - 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 attain the goal of eighty-five-percent (85%) on-time graduation.
- Focused work on improving the school's demonstration of the "Nine Characteristics of High Achieving Schools."
- Planning for increasing meaningful parent involvement and communication.
- Development of common course competencies and assessment/grading practices
- Cross grade curriculum alignment.
- Curriculum mapping.
- Revision of syllabi to state them in terms of student performance vs. topics to be covered.
- Work on the state-mandated adoption and implementation of an instructional framework for teacher evaluation.

In recognition of the additional time that will be required to implement the state-mandated adoption of an instructional framework for teacher evaluation, during the 2012-2013 school year, staff shall be permitted to work independently on the above areas on nine (9) of the designated early release days established in the District calendar. The number of employee-directed days shall go back to six (6) days at the conclusion of this time period unless otherwise agreed.

**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.

## 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.

**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.

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 9 only. Represented substitutes may have an evaluation once a year upon request.

**8.3 Evaluation Criteria** – All employees for whom the Association is the authorized bargaining representative shall be evaluated on the following basic criteria:

### **8.3.1 For Certificated Classroom Teachers**

- 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 9 or 10. In completing the evaluation report form, the evaluator shall utilize the criteria in the evaluator's guides as set forth in appendices 7-A or 7-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 8 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 the District Office 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 put 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.

Within three (3) days after the completion of an evaluation report, 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. (See section 6.3.1)

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 8 as appropriate. Appendix 8 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 9 or 10 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 9 or 10 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 1st 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 4) 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 5) 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 6) 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 7-A; 3.d, 3.e, 4.c, 4.d, 5.d, 6.b, and 6.f.
  - 10.1.2** For Member Safeguards: Articles 4.2, 8.6, and 8.7.
- 10.2** The District will publish and distribute to all staff the Code of Professional Conduct for Education Practitioners. Critical to the establishment of this culture is the conduct of teachers, certificated support staff, and administrators, who all shall comply with the Code of Professional Conduct and any set of professional practice standards that may be developed locally.
- 10.3** The Association and the District agree to the following:
- 10.3.1** The Association will train all Building Representatives to assist certificated personnel with conflict resolution.
  - 10.3.2** The Association and the District will jointly plan and financially support training for all individuals to develop and maintain an effective professional culture. This training will be replicated each year for employees new to the district.
  - 10.3.3** The Association and the District will create or provide conflict resolution teams. Such teams will be composed of staff within buildings. This does not preclude using outside conflict mediation resources.
  - 10.3.4** The Association and the District will jointly develop professional practice standards.
- 10.4** Resolving Conflicts between individuals should usually follow these steps:
- 10.4.1 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.
  - 10.4.2 Step 2** – Individuals should contact a trained 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...
  - 10.4.3 Step 3** – Individuals should contact a supervising administrator.
- 10.5** Administrators shall help employees whose professional relationships need improvement. Such assistance shall include:
- 10.5.1** Mediation by the administrator.
  - 10.5.2** Opportunities for offsite workshops or other appropriate training.
  - 10.5.3** Mediation through a building conflict resolution team.

## APPENDIX 1-A First Consideration

Principals or program administrators may make teaching assignments and reassignments within their building or program at any time after conferring with affected staff.

Reassignment requests must be filed by December 15 to ensure consideration. Transfer requests must be filed by January 20 for published positions and positions that become available through February 15.

Transfers may be approved without an interview. However, competing requests or requests made by staff whose records do not clearly establish suitable qualifications for a specified position must be interviewed.

The following sequence is developed to serve as a schedule and check list of steps to be followed which together define what constitutes "first consideration." First consideration must be completed prior to consideration of external applicants.

Target Completion Date	Activity
Prior to Winter Break	1.0 Principals will announce to building staff known resignations and retirements in their buildings. 1.1 Reassignment requests must be submitted by December 15 (Appendix 1-B). 1.2 Principals will evaluate requests and make internal reassignments for the following year prior to Winter Break.
January 10	2.0 The Principal or responsible administrator and the Human Resources Office will identify in writing the qualifications and district needs for each open position. These may include the following: 2.1 Certificate, endorsement, major, minor and/or academic coursework. 2.2 Training (recency, relevance, grades). 2.3 Experience (grade level, subject, specialty, extracurricular, etc.). 2.3.1 Performance record (observation, evaluation, and/or reprimands). 2.3.2 Recommendations. 2.4 Special skills (activities, training, staff development, other). 2.5 Mix and balance of team, group, or faculty.
January 10	3.0 All positions that are open as of January 1 following reassignments, whether due to retirement, resignation or granted leaves will be identified, listed, and published to staff as open positions available for transfer requests. 3.1 Open positions will be published for staff. 3.2 Positions will be advertised for external candidates.
January 20	4.0 Principal and Human Resources Office receive a timely transfer request by January 20 for posted positions (Appendix 1-C ). 4.1 Part time FTE, leave replacement staff and substitutes may only apply for a transfer to a position of like status; except, leave replacement staff may apply for assignment to their current position if the position is posted as vacant.
February 5	5.0 The Principal or a staff interview team will interview as appropriate all transfer applicants who have the necessary certificate, endorsement, major, minor, or academic coursework as stated on the posting.

Target Completion Date	Activity
	<p>6.0 The Principal will rate each transfer request against the qualifications and the district needs identified in writing.</p> <p>6.1 Information will be obtained from the employee's personnel file, the transfer request, any other written information submitted by the applicant, and firsthand knowledge of the Principal regarding the professional status and performance of the applicant.</p> <p>6.2 Information may be obtained from an interview.</p>
President's Day weekend	<p>7.0 The Principal will make a decision on each transfer request.</p> <p>7.1 If the Principal decides to grant a transfer request he or she will write a recommendation to the Human Resources Office with a copy to the employee.</p> <p>7.2 If the Principal denies a transfer request, he will immediately communicate the reasons to the teacher and the Human Resources Office in writing.</p> <p>7.3 The Human Resources Office will review recommendations to grant or deny transfer requests to see that they comply with contractual obligations and district need.</p> <p>7.4 An employee whose transfer request has been denied may appeal that decision to the personnel department within five days of the decision.</p> <p>7.4.1 The personnel department will review the appeal and make a decision before hiring someone for the open position.</p> <p>7.4.2 If an appeal is denied in 7.4.1, the Association or the employee may file a grievance according to the terms of the Collective Bargaining Agreement. If the grievance is upheld at either the Board level or by an arbitrator, the remedy shall not exceed a written offer for the next available position substantially equivalent to the one requested and denied. Such an offer shall supersede subsequent transfer and/or reassignment requests and shall terminate upon acceptance or rejection by the employee of an appropriate offer.</p>
February 28	<p>8.0 All positions opened between January 1 and President's Day weekend due to granted transfer/reassignment requests, resignations, retirements or granted leaves will be compared and evaluated against outstanding transfer requests.</p> <p>8.1 Interviews must be held as appropriate and specified above.</p> <p>8.2 A second interview need not be scheduled if a transfer applicant has already been interviewed.</p> <p>8.3 Principals will make and communicate decisions on each transfer request in compliance with article 7.0 section 7.4.1.</p> <p>8.4 Informal reassignments within buildings may continue as staffing decisions are made.</p> <p>9.0 If positions remain open after giving first consideration to internal candidates, the Principal will screen internal applicants if requested on Appendix 1-B Request for Transfer, external applicants for posted open positions, and select qualified individuals for interviews.</p>

Target Completion Date	Activity
	9.1 Screening will occur using the Human Resources Office's format and criteria along with any additional criteria developed, written and approved by the personnel office.
	10.0 The Principal will interview selected internal and/or external applicants. The interview may include other administrators and staff on the interview team.
	11.0 The Principal will check references using the district format for recoding reference information.
	12.0 The Principal will make a recommendation in writing to the personnel office listing the primary reasons why the recommended candidate has been selected.
	13.0 The Human Resources Office will review the recommendation for compliance with personnel policies, district needs, and anti-discrimination laws.
	11.0 The Principal will check references using the Human Resources Office's format for recoding reference information.
	12.0 The Principal will make a recommendation in writing to the personnel office listing the primary reasons why the recommended candidate has been selected.
	13.0 The Human Resources Office will review the recommendation for compliance with personnel policies, district need, and discrimination laws.

**APPENDIX I-B Request for Reassignment**

(This form is to be used when the employee is requesting a reassignment within his or her current worksite to a similar or related subject area or grade level assignment.)

Name:

School:

Present Position:

This form must be submitted to your Principal or immediate supervisor by December 15 to be applicable for the coming school year.

I hereby request a reassignment to [Include grade level(s), and/or subject area(s)]:

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



### APPENDIX 1-C Request for Transfer

(This form is to be used when the employee is requesting to transfer from his or her current school assignment to another school or to a substantially different subject area or grade level assignment within the same building.)

Name:

School:

Present Position:

This form must be received in the district's Human Resources Office by January 20 to be applicable for the coming school year. An updated resume and application letter will assist in the evaluation of your request. Copies of this form must be sent to the following:

1. Executive Director for Human Resources
2. Principal or Immediate Supervisor
3. Association President

Please consider me for [check box(es)]:

For posted position(s) – Please list:

For specific position(s) which may open from January 1 through President's Day that are not yet available. Please list:

If you are applying for a transfer out of your current subject/specialty or requesting a major grade level change, please list endorsements, training and/or experience that should be considered that may not be included in your personnel file.

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

If my request is not approved, I would like to be considered along with external candidates for the same or a similar position if such a position is still open after the transfer process closes. I will be available for interviews during the summer months.

**APPENDIX 2-A Base Salary Schedule for Certificated Instructional Staff 2012-2013**

Base salary schedule for 180 days of employment. Does not include supplemental, i.e., time-responsibility-incentive (TRI), optional pay, extended contract, or other compensation.

Service Years	Educational Experience, Credits, and/or Clock Hours								
	B	C	D	E	F	G	H	I	J
	BA	BA + 15	BA + 30	BA + 45	BA + 90	BA + 135	MA	MA+ 45	MA + 90 or PhD
0	33,618	34,526	35,467	36,410	39,435	41,383	40,305	43,331	45,281
1	34,070	34,991	35,944	36,928	39,985	41,923	40,753	43,810	45,747
2	34,501	35,431	36,394	37,454	40,502	42,461	41,204	44,252	46,211
3	34,946	35,884	36,857	37,951	40,994	42,999	41,632	44,672	46,679
4	35,382	36,361	37,340	38,472	41,532	43,552	42,080	45,140	47,161
5	35,832	36,816	37,805	39,000	42,048	44,109	42,536	45,586	47,646
6	36,294	37,257	38,279	39,534	42,568	44,640	43,002	46,037	48,107
7	37,107	38,084	39,120	40,443	43,522	45,651	43,877	46,955	49,085
8	38,297	39,328	40,388	41,820	44,941	47,148	45,253	48,375	50,581
9	38,297	40,615	41,728	43,212	46,406	48,688	46,644	49,840	52,122
10	38,297	40,615	43,084	44,675	47,911	50,270	48,109	51,346	53,703
11	38,297	40,615	43,084	46,181	49,488	51,893	49,615	52,922	55,326
12	38,297	40,615	43,084	47,639	51,107	53,584	51,180	54,540	57,018
13	38,297	40,615	43,084	47,639	52,765	55,316	52,800	56,199	58,749
14	38,297	40,615	43,084	47,639	54,432	57,114	54,469	57,975	60,548
15	38,297	40,615	43,084	47,639	55,848	58,600	55,884	59,482	62,122
16 or more	38,297	40,615	43,084	47,639	56,965	59,771	57,002	60,671	63,364

College and clock hour credits applicable for advancement to the BA+135 column must be earned prior to January 1, 1992. For employees holding Masters degree, the credit calculations are based on total credits since the first Bachelor's Degree less forty-five (45) credits.

**APPENDIX 2-B Total Compensation Salary Schedule for Certificated Instructional Staff 2012-2013**

Total compensation salary schedule for 180 days of employment. Includes all of the compensation available at the member's per diem rate of pay, i.e.:

Optional staff "start-up" day-(9/5/12).....	1.0
District "startup day" (9/4/2012) .....	1.0
One day/seven hours, "...to attend meetings beyond the work day" .....	1.0
Two days/14 hours, of "...supplemental professional development..." (SPDT).....	2.0
14.0 days of supplemental (TRI) pay "...determined by the employees' own professional judgment." .....	+ 14.0
<b>Total of per diem days in supplemental contract/TRI &amp; optional days 2012-2013</b>	<b>19.0</b>

Service  
Years

Educational Experience, Credits, and/or Clock Hours

	B	C	D	E	F	G	H	I	J
	BA	BA + 15	BA + 30	BA+ 45	BA + 90	BA + 135	MA	MA+ 45	MA + 90 or PhD
0	37,167	38,171	39,211	40,254	43,598	45,752	44,560	47,905	50,061
1	37,667	38,685	39,739	40,826	44,206	46,349	45,055	48,435	50,576
2	38,143	39,171	40,236	41,408	44,778	46,943	45,554	48,924	51,089
3	38,635	39,672	40,748	41,957	45,322	47,538	46,027	49,388	51,607
4	39,117	40,200	41,282	42,533	45,917	48,150	46,522	49,905	52,140
5	39,615	40,703	41,796	43,117	46,487	48,766	47,026	50,398	52,676
6	40,126	41,190	42,320	43,708	47,062	49,353	47,542	50,897	53,186
7	41,024	42,105	43,250	44,712	48,117	50,470	48,509	51,912	54,267
8	42,340	43,480	44,652	46,235	49,685	52,125	50,030	53,482	55,921
9	42,340	44,903	46,133	47,774	51,305	53,828	51,568	55,101	57,624
10	42,340	44,903	47,632	49,391	52,969	55,577	53,188	56,766	59,372
11	42,340	44,903	47,632	51,056	54,712	57,371	54,853	58,509	61,167
12	42,340	44,903	47,632	52,668	56,502	59,241	56,583	60,298	63,037
13	42,340	44,903	47,632	52,668	58,335	61,156	58,374	62,132	64,951
14	42,340	44,903	47,632	52,668	60,178	63,143	60,219	64,095	66,940
15	42,340	44,903	47,632	52,668	61,744	64,786	61,784	65,761	68,680
16 or more	42,340	44,903	47,632	52,668	62,979	66,081	63,020	67,076	70,053

### APPENDIX 3 Oak Harbor School District Calendar Guidelines

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** – Will be 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 to ten weekdays. This break will allow for at least two consecutive days of school for students in December before the break and two consecutive days of school for students when they return in January.

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

**Presidents' 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 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 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 day with the balance of the workday to be used for finalizing grades and checking out.

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

**APPENDIX 4 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:  
City/State/Zip

Telephone (home):  
(cell):  
(work):

School building or worksite:

Immediate Supervisor:

Subject Area or Grade:

Association Representative:

Statement of Grievance:

Remedy Sought:

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

**APPENDIX 5 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 6 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 7-A Evaluation Criteria & Indicators – Certificated Classroom Teachers

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 7-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 8 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:

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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 9 Evaluation Report – Certificated Classroom Teachers**

(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 10 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 11 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?

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

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

OHSD Administrators' Signature(s)

OHEA Building/Representative Council  
Delegates' Signature(s)

c. District Superintendent  
Association President