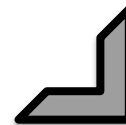
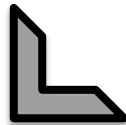




Negotiated Agreement

Omak Education Association and  
Omak School District

September 2017 -  
August 2018



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THIS AGREEMENT is entered into between Omak School District # 19, Okanogan County, Washington, hereinafter called the "District," and Omak Education Association, hereinafter called the "Association," and referred to collectively as "the Parties." It has been negotiated pursuant to RCW 41.59.

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It is the purpose and intent of the parties hereto to provide in this agreement for orderly collective bargaining relations between the District and the Association, and to set forth the hours, salaries and terms and conditions of employment of the employees represented by the Association.

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## Section A

## Definition of Terms

Unless the context in which they are used clearly requires otherwise, the terms and definitions listed below will apply to this Agreement. Words denoting gender shall be deemed to include both masculine and feminine and words denoting numbers shall be singular and plural.

Academic deans work as liaisons between students, families, and teachers to ensure that curriculum articulation, attendance, monthly progress, and other school related tasks and responsibilities are met.

Agreement shall mean this collective bargaining agreement, which will include both Brick and Mortar and WAVA unless otherwise defined in a subsequent article.

AR shall mean Association Representative(s).

Assignment shall mean an employee's specific placement in a particular grade level(s)/subject(s)/program(s)/specialty area(s). (Example 1: You are assigned to second grade. You are assigned to teach Algebra II/Geometry. You are assigned as Middle School counselor.)

Association shall mean Omak Education Association.

B & M shall mean Brick and Mortar

BEA shall mean Basic Education Act.

Board shall mean the Board of Directors of Omak School District #19 as the governing body of the District.

Contact Group shall mean the group of students assigned to an online teacher for the primary purpose of meeting ALE requirements. (weekly contact and monthly progress conferences).

Content Group shall mean the group of students assigned to an online teacher for instruction and assessment.

Contract shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.67.070.

Contracted Employees shall mean all employees who work twenty (20) consecutive days or more and whose positions require an appropriate teaching or educational staff associate certificate to perform their duties.

Days shall mean any day the District business office is open for business with the public, unless otherwise defined in a subsequent article.

Direct Personal Contact is defined in WAC 392.121.182 as a one-to-one meeting between a certificated teacher and the student.

District shall mean Omak School District #19, Omak, Okanogan County, Washington.

Employee shall mean any member of the bargaining unit as set in this Agreement.

Evaluation shall mean a summary of the results of observations as well as any other documented feedback that has been shared with the employee. The evaluation process will be based on the eight (8) evaluation criteria for certificated classroom teachers Washington as per WAC 392.191A.060.

Extended Contracts shall mean the individual contract that is issued to employees for days beyond the employee's basic school year of one-hundred eighty (180) days.

GRADE LEVEL BANDS shall mean grades P-5 and grades 6-12.

Highly Qualified shall be defined by the US Department of Education and/or the State of Washington.

Individual Contract shall mean the individual agreement issued to and signed by each employee pursuant to RCW 28A.67.070.

Lead Teachers work directly with master teachers, academic deans, and consult with teachers regarding student progress, placement or engagement concerns.

LEAP Legislative Evaluation and Accountability Program

Long-term Substitute shall mean any substitute who is working in a singular position for twenty (20) consecutive days or longer.

Master Teachers assist with day-to-day activities and tasks related to the overall functioning of the school. They serve as a key communication link between staff and administration.

Non-Provisional Employee shall mean those employees who are not Provisional employees and who are not on probation.

Observation Report shall mean a written summary of the observation. Such observation report(s) shall be the basis for the "Evaluation Report." The evaluator will provide the evaluation report using a District/Association-approved evaluation tool.

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

Open Position shall mean a position that may be available due to retirement, resignation, termination, transfer, program change, or is an addition to the District's FTE.

OSPI shall mean the Washington State Superintendent of Public Instruction or his/her office.

Parties shall mean the District and the Association.

PERC shall mean the Washington State Public Employee Relations Commission.

Position shall mean the placement of an employee in any certificated responsibility within the bargaining unit. (Examples: Your position is elementary teacher. Your position is secondary math. Your position is counselor.)

President shall mean the President of OEA (Omak Education Association) Brick and Mortar and/or WAVA or his/her designee.

Probationary Employee shall be any employee who is on probation with the District.

Provisional Employee shall mean the following 1. a beginning employee who is new to teaching, without any teaching experience, is provisional for ~~in~~ his/her first three (3) years of employment with the District; 2. an experienced teacher, but may have experience from a state other than Washington, is provisional for his/her first three (3) years of employment with the District; 3. an experienced teacher who is new to the District but has 2 or more years of teaching experience in a School District in Washington State is only provisional for his/her first one (1) year; 4. a previous non-provisional\_employee who returns to employment with the District after an absence, or who returns to employment with the District within the bargaining unit is provisional for one (1) year. RCW 28A.405.220 (1)

RCW shall mean Revised Code of Washington.

REASSIGNMENT shall mean a change in assignment either voluntarily by certificated staff or by administration based on seniority.

Seniority shall mean: a. Years of Washington State certificated experience, b. Years of certificated employment in the Omak School District, c. Employee furthest to the right on the salary allocation model, and d. If seniority is determined to be equal following steps a., b., c., then the most senior employee will be determined by random lot by mutual agreement with representative from the OEA and OSD present.

Superintendent shall mean the chief administrative officer of the District or his/her designee.

Supplemental Contract shall mean that contract issued and signed in accordance with RCW 28A.67.074.

Synchronous Instruction is defined in WAC 392.121.182 as real-time communication between a certificated teacher and student.

Transfer shall mean a management approved change from an employee's current position to an open position.

WAC shall mean Washington Administrative Code.

WAVA shall mean Washington Virtual Academy.

## Section B Recognition

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- 1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for each contracted employee whose salary is determined by the salary schedules contained herein and who is under contract for services to the District, or on leave. Such representation shall cover all employees assigned to newly created positions whose salary is determined by the salary schedule



unless such positions are principally supervisory or administrative. Such representation shall exclude the chief administrative officers of the District, confidential employees, principals, vice principals, the director of CTE, Title I coordinator and daily substitutes.

- 2 The Board agrees not to negotiate with or recognize any employees' organization other than the Association for the duration of the agreement.

## Section C Status of Agreement

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- 1 Sole Agreement— This shall be the sole agreement between the parties regarding wages, hours and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions or practices of the district which shall be contrary to or inconsistent with its terms.
- 2 No Reductions Implied— Unless otherwise specifically provided in this agreement, nothing contained herein shall be interpreted and/or applied to eliminate, reduce, or otherwise detract from current individual salaries, employee benefits, under existing rules, regulations, policies, resolutions and practices of the district in effect prior to the effective date of this agreement.

## Section D Contract Compliance

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- 1 All individual employee personal service contracts and supplemental contracts for extracurricular activities shall be on standard form contracts conforming to state law and regulations. All individual personal service contracts and supplemental contracts shall be considered consistent with the terms of this agreement. In the event there are actual inconsistencies between such contracts and this agreement, the terms of this agreement shall be controlling.
- 2 If the Board issues individual personal service contracts prior to the execution of this agreement, such contracts shall be accompanied with a contract rider, which states that the contract shall be subject to the wages, hours, terms and conditions of this agreement.

## Section E Distribution of Agreement

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- 1 Following ratification of this Agreement the Association shall prepare a final edited copy in PDF format for the District. Within thirty (30) days following ratification and signing of this agreement, the District shall distribute electronic copies to all employees. Further, the District shall send an electronic copy to all employees within ten (10) days after the beginning of each school year. In addition, the District shall provide each executive board (Brick and Mortar and WAVA) with fifteen (15) printed copies.
- 2 The District shall notify the Association when said copies are available. All employees new to the District shall be provided a copy of the agreement by the Board upon the issuance of their personal service contract. A copy of this agreement will be made available for inspection at the District office for any applicant for a teaching position.

## Section F Joint Meetings

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Representatives of the Parties shall meet no less often than monthly during the regular school year in order to monitor the administration of the Agreement and to pursue mutual problem identification and

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mutual problem solving. Such meetings shall not be grievance resolution conferences nor shall they be collective bargaining sessions regarding this or successor Agreements.

## Section G Errors in Computation

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

## Section H Payment

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Monthly pay shall be issued on the last business day of each month and will be delivered by electronic deposit to a bank. Mailing will only be in rare circumstances with the Superintendent's approval.

ARTICLE II	BUSINESS
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## Section A Dues, Deduction and Representation Fees

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- 1 Representation Fee— No member of the bargaining unit will be required to join the association; however, those employees who are not association members, but who are members of the bargaining unit, will be required to pay a fair share representation fee to the association. The amount of the fair share representation fee will be determined by the association and transmitted to the district in writing. The fair share representation fee shall be the amount of the regular dues for the association membership less the WEA/PAC or NEA/PAC deductions. The fair share representation fee shall be regarded as fair compensation and reimbursement to the association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.100).
- 2 Forms— The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee during the thirty (30) days immediately preceding the start of the student school year. Dues deduction forms must be delivered to the business office within thirty (30) days from the start of the student school year, or within thirty (30) days of that employee's beginning date of employment, whichever is later.
- 3 Dues— The District agrees to deduct from the wages of each employee a sum certified by the Association each month as dues or representation fees. The District agrees to forward the sum so deducted to the Association once each month and in accordance with the District disbursement procedures.
- 4 Representation Fee Objections— In the event that the fair share representation fee is regarded by an employee as a violation of his/her rights to non- association, such bona fide objections shall be resolved according to the provision of RCW 41.59.100 or the Public Employment Relations Commission.

## Section B Other Deductions

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The District shall upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for currently approved insurance plans, tax-sheltered annuities or

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savings plans; and any other plans or programs jointly approved by the Association and the Board hereafter.

## Section C Management Rights

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- 1 The management of the business of the District, including the establishment of educational programs, the direction of employees and the adoption and implementation of rules, regulations and policies necessary to conduct the business of the District, is the right and responsibility of the Board of Directors provided that the same shall not be exercised in a manner which shall conflict with the provisions of this agreement related to wages, hours, terms and conditions of employment and employee benefits.
- 2 It is further agreed that the District shall make every reasonable effort through bulletins, faculty policy handbooks, or other effective means, to make its rules, regulations, and policies known to the employees.

## Section D Association Rights

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- 1 Use Of Buildings— The Association shall have the right to use School District buildings for the purpose of having meetings and transacting business. All such meetings shall be held outside the regular teacher workday. Association meetings shall not conflict with other prescheduled meetings for the facility requested and shall be scheduled through the building administrator under the same procedure as applied to other public and civic groups in the community. The Association shall reimburse the District for any extra custodial costs resulting from the use of such buildings.
- 2 Access to District Buildings— The association and its representatives shall be permitted access to the district buildings and employees for the purpose of conducting association business provided that they report to the building administrator or designee upon their arrival if during school hours. Such access shall be permitted during the regular employee work day, provided such access does not interrupt the educational program.
- 3 Use Of Bulletin Boards— The Association shall have the right to post notices of Association activities and business in faculty lounges, provided that all such communications shall be identified as Association communications and signed by the building representative or the Association president.
- 4 Budget, Records and Financial Reporting— The District will provide the Association with one (1) copy of the annual budget report and with one (1) copy of the agenda and -minutes of all Board meetings at no cost to the Association.
- 5 The District will make available to the Association all documents and records which are public records and which are required to be in the District records upon written request of the Association to the superintendent, provided that the production of said records does not violate the rights of an individual as prescribed by law. The Association shall reimburse the District for cost of reproduction at the rate per page customarily charged by the District for the reproduction of documents. All such documents and records shall be provided in a timely manner consistent with the District equipment and personnel.
- 6 Use of Mail Boxes— The Association shall have the right to utilize employee mailboxes in District buildings for the purpose of communication with such employees, provided communications are labeled as Association materials; provided, further, such use does not interfere with official District business.
- 7 Use of District Equipment— The Association may use District office equipment in connection with Association meetings, provided arrangements for use are made through the building administrator or his designee, and the use is confined to the building in which the equipment is located. The Association shall be responsible for returning the equipment to its proper point of storage after such

use. The Association shall provide its own materials or fully reimburse the District for expendable supplies consumed, and shall reimburse the District for damage resulting from such use.

- 8 Association Input— The Association shall be given the opportunity to make such recommendations and comments as it deems appropriate to the Board concerning the proposed budget prior to the adoption of said budget. In addition, the District agrees to post a copy of the Board meeting agenda on all employee bulletin boards at least two (2) working days prior to the Board meeting. Further, the District shall provide each President with at least one (1) copy of all Board meeting -minutes within twenty-four (24) hours of the receipt of such minutes by Board members.
- 9 Salary Placement Information— The District shall provide each President with updated lists of all employees, including their assignment, their placement on the salary schedule and their placement on report forms going to the state for purposes of determining salary compliance.

**ARTICLE III**

**PERSONNEL**

**Section A**

**Definition of Terms**

ASSIGNMENT shall mean an employee’s specific placement in a particular grade level(s)/subject(s)/program(s)/specialty area(s). (Example 1: You are assigned to second grade. You are assigned to teach Algebra II/Geometry. You are assigned as Middle School counselor.)

REASSIGNMENT shall mean a change in assignment either voluntarily by certificated staff or by administration based on seniority.

GRADE LEVEL BANDS shall mean grades P-5 and grades 6-12.

OPEN POSITION shall mean a position that may be available due to retirement, resignation, termination, transfer, program change, or is an addition to the District’s FTE.

POSITION shall the placement of an employee in any certificated responsibility within the bargaining unit. (Examples: Your position is elementary teacher. Your position is secondary math. Your position is counselor.)

SENIORITY shall mean: a. Years of Washington State certificated experience, b. Years of certificated employment in the Omak School District, c. Employee furthest to the right on the salary allocation model, and d. If seniority is determined to be equal following steps a., b., c., then the most senior employee will be determined by random lot by mutual agreement with representative from the OEA and OSD present.

TRANSFER shall mean a management approved change from an employee’s current position to an open position.

LONG TERM SUBSTITUTE shall mean any substitute who is working in a singular position for twenty (20) consecutive days or longer.

**Section B**

**Employee Rights**

No employee shall be denied any legal right granted under Federal, State, County or local law or regulation.

- 1 Right to Self-Organize— Employees shall have the right to self-organize, to form, join, and participate in collective bargaining through representatives of their own choosing. There shall be no discrimination against any employee by reason of his/her participation or lack thereof as a member of the Association, or his institution of any proceeding under this agreement.
- 2 Nondiscrimination— The provisions of this agreement shall be applied as per RCW 49.60.030

## Section C Right to Due Process

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- 1 Just Cause— No employee shall be disciplined without just cause.
- 2 Complaints Against Employees— Any complaint against an employee which is investigated and substantiated will be promptly called to the attention of the employee against whom the complaint is made.
- 3 Written Grounds— Any employee subject to a disciplinary action shall be advised of the basis for such action. Upon written request of the employee, the basis of the disciplinary action shall be reduced to writing with a copy delivered to the employee.
- 4 Privacy and Confidentiality— Any criticism of an employee by an agent of the District and all disciplinary actions shall be made in private and in confidence and not in the presence of students, parents, other employees, or at public gatherings. The intent is not to obstruct appropriate and constructive problem solving interaction between agents of the District, district employees and other directly involved parties e.g., working out a problem during a parent–teacher– administrator conference
- 5 Notice of Probation and Disciplinary Action— In the event any employee is placed on probation or is given a formal disciplinary action, the District shall provide each President with notice of such action, within two (2) working days, provided that should the employee indicate in writing to the District (appendix e) that he/she does not wish to have the Association notified, such notice will be withheld.
- 6 Association Representation— An employee shall be entitled to have a representative of the Association present in any situation where disciplinary sanctions are being imposed by the Board, or by any agent or representative thereof. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. An employee shall be entitled to present evidence supporting his/her position.
- 7 Statutory Remedies— In the event discipline of an employee results in notice of discharge, or in the event an employee is given notice of non–renewal of contract or adverse effect of contract, the employee may elect to pursue his statutory remedies, or in the alternative the employee may elect to proceed under the procedures hereafter set forth.

## Section D Personnel Files

- 1 Right to Maintain— The District shall maintain a personnel file for each employee at the District central office. There shall be no separate personnel files kept by the District. The District superintendent shall be responsible for the safeguard of the District personnel files.
- 2 Right to Inspect— Each employee shall have the right to review, initial, attach own comments to and obtain a copy of any evaluation, correspondence, or documents in his/her personnel files. The superintendent or his designee shall be present during any such review. A request by an employee to review his personnel file shall be submitted through the District superintendent. The personnel files of the employee are confidential, and shall be available for inspection only to the supervisory personnel, confidential employees of the District, the individual employee or the employee's duly authorized representative.
- 3 Right to Inventory— The employee or his/her authorized agent may make an inventory listing the contents of his/her personnel file during the course of the inspection of the file, provided that a copy of the inventory is submitted to the superintendent contemporaneously therewith for the insertion of said inventory into employee's personnel file. Upon request by the employee, the superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

- 4 Placement of Material— Any derogatory material not shown to an employee within ten (10) working days after receipt or composition shall not be placed in the personnel file or allowed as evidence in any grievance or in any disciplinary action against such employee.  
No evaluation, correspondence, or other material making any reference to any employee's or former employee's competence, character, or manner, shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
- 5 Removal of Material— Any derogatory material may be removed from the employee's personnel file after three (3) years from date of entry upon written request by the employee to the Superintendent. Findings related to offenses against children will remain in the file.

## Section E Employment, Assignment and Transfer

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- 1 District Responsibility— The employment, assignment and direction of all employees of the District are the right and responsibility of the Board. The Board will assign employees to work in areas of their competence as determined by their educational background and professional experience.
- 2 Notification— The District shall notify employees of any changes in their assignment for the ensuing year no less than five (5) days before the end of the school year. In the event of unexpected circumstances, employees will be given written notice no less than five (5) days before the assignment is to become effective.
- 3 No automatic transfers between B & M and WAVA— No transfers will be granted automatically between Omak Brick and Mortar and WAVA. To be hired from one to the other the employee must apply as an outside employee with no preference given for employment at one or the other.

## Section F Reassignments, Transfers, and Open Position Procedures

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The district will conduct the following procedure for reassigning and/or transferring a certificated staff member. The reassignment and transfer process will only include the roles of general education teacher, special education teacher and counselor. All other roles will be filled following the hiring process as outlined in the CBA. Examples include teachers on special assignment (Brick and Mortar), instructional coaches (Brick and Mortar), lead teachers (WAVA), master teachers (WAVA), Academic Deans (WAVA). Seniority will not apply to the examples listed above.

1. Reassignment
  - a. Building principals will have ongoing discussions with their entire certificated building staff regarding possible staffing assignment changes as a result of enrollment and/or program changes.  

For example: In the current school year, second grade has five sections. For the next school year, second grade needs only four classrooms and third grade needs an added classroom to accommodate the enrollment shift from second grade. The building principals in BOTH affected buildings will coordinate with each other and email their respective staffs on the same day.
  - b. Building principals will email affected grade level band(s) staff regarding staffing assignment changes as a result of enrollment and/or program changes.
  - c. Affected grade band(s) staff interested in consideration for reassignment to meet staffing needs must notify the principal in writing by 3:30 pm on the third day after the email is sent by the building principal.
  - d. Reassignments shall be based on seniority and certification.

- e. If no teacher volunteers for reassignment, the assignment will be filled by the least senior person from the affected grade level/discipline/department.
  - f. Staff in provisional status will be eligible for reassignment.
  - g. Staff on a plan of improvement will not be considered for reassignment.
2. Transfer
- a. All open positions are posted five (5) days to in-district employees and are filled by seniority and certification.
  - b. Human Resources will email all district staff, advising them of the open position.
  - c. District staff interested in consideration for transfer to the open position must notify Human Resources/WAVA Administrator in writing by 3:30 pm on the fifth day after the email is sent.
  - d. Transfers shall be based on seniority and certification.
  - e. Staff in provisional status will only be eligible for transfer if both affected building administrators and the superintendent agree to the request.
  - f. Staff on a plan of improvement will not be considered for transfer.
  - g. Any open position not filled in-district will be opened to the general public after five (5) days.
  - h. Should a District employee choose to apply for an open position once it has been opened to the general public, the employee must apply and compete for consideration. Seniority will not apply in this situation.
3. Superintendent-Initiated Transfer
- a. In rare instances, in order to retain staff, the superintendent reserves the right to transfer an employee(s) into an open position(s) based on the seniority list and to develop a staffing solution that impacts the fewest staff members.
  - b. Prior to making a staff adjustment, a meeting will be scheduled among the following persons: Human Resources Director, Superintendent, the OEA President, the principal, and the employee. The purpose of the meeting will be to outline how the move addresses retaining staff. If this meeting does not result in resolution, a second meeting will be scheduled to render a decision. Notification of the final determination that an employee will be moved will be made by June 15.

As outlined in the following table, supplemental days shall be provided for the employee to prepare and organize for reassignments and transfers. The affected employee shall request the supplemental days and list activities requiring extra time (Appendix G). The supplemental days apply to the B&M teachers only except where noted below.

B&M Teachers - A maximum of five (5) days will be allowed.		
Elementary (P-5)	Looping	3 days (24 hours)
	New grade level	5 days (40 hours)
Secondary (6-12)	Content area change (made after five (5) days before the end of school year)	2 days (16 hours) per area
District-wide	District-mandated new curriculum	2 days (16 hours)
	New physical location without curricular change initiated by administrator	2 days (16 hours)
WAVA Teachers - A maximum of three (3) days will be allowed.		
WAVA wide	Late assignment change five (5) days prior to the beginning of semester	up to 2 days (16 hours)
WAVA K-8	New grade level	2 days (16 hours)
WAVA wide	Content area change (made after five (5) days before the end of school year)	2 days (16 hours)

#### 4. Open Positions

- a. All open positions are posted five (5) days to in-district employees and are filled by seniority and certification.
- b. Should a District employee choose to apply for an open position once it has been opened to the general public, the employee must apply and compete for consideration. Seniority will not apply in this situation.
- c. Postings during current work year—All open positions occurring during the work year shall be reported to the employees and the Association by e-mail. Such open positions shall be filled for the remainder of the current school year by a long-term substitute. Long-term substitute positions shall be filled by certified teachers. Emergency substitutes will be used only when the pool of certificated substitutes has been exhausted. If the position is determined necessary for the following school year, it shall be posted immediately following the procedures in Article III, Section F.
- d. Postings of open positions for the following school year— All open positions for the following school year (including new positions) shall be reported to employees and the association by e-mail and by posting on the District web page. Such notices shall be posted for a minimum of five (5) days. Open positions occurring after June 15<sup>th</sup> shall be posted internally and externally until filled. A pool of qualified candidates may be created, from which last minute open positions can be filled until September 30<sup>th</sup>.
- e. Hiring Team— A hiring team consisting of at least the building principal, two certified staff members\*, and a central office representative will conduct the interviews and be included in the hiring recommendation to the superintendent. (\*Every effort shall be made to have at least two certified staff members on the hiring team. In the event two certified staff members are not available and all effort has been made, the District shall notify the President and an exception shall be made.) A hiring team is not necessary in the case of a reassignment or transfer based on Section F.
- f. Notice to Applicants— Each employee applying for an open position shall be notified in writing of the reason for non-selection within five (5) days of the position being filled.  
Exceptions— All extended school year contracts and Goods and Services contracts must be posted with the two following exceptions:
  - The extended school year contracts are a continuation of an individual's certified responsibilities; i.e. counselors, psychologists, SLP, librarians, etc.
  - The amount of benefit is less than one-thousand dollars (\$1000.00).

## Section G Attendance at meetings and conferences

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- 1 Employees who attend curriculum conferences and professional meetings with prior approval shall be entitled to reimbursement for travel expenses, registration fees, meals, lodging and necessary expenses in accordance with District policy.
- 2 A request for approval shall be submitted to the Superintendent and must have the approval of the employee's supervisor. In the event such meetings or conferences occur on contract days, the District shall provide substitutes when necessary, and the employee shall not suffer loss of pay.



- 3 Mileage shall be reimbursed at the rate established in RCW 43.03.060 when the employee uses his/her private car, provided that he/she has first obtained approval of the Superintendent.

## Section H Employee Protection

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The District shall provide such insurance for the protection of employees as is required by RCW 28A.58.425 and upon annual renewal will provide employees with a written summary of the insurance coverage they have under the provisions of District insurance policies. The District shall notify the Association President of any changes in insurance coverage.

## Section I Threats

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

## Section J Harassment

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The District shall investigate and take appropriate disciplinary action when an employee complains that he/she has been harassed (including sexual harassment) by supervisors or other District employees. Following District investigation, the District shall give the employee a written report, which shall include findings and recommendations.

## Section K Self-Protection

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Employees may use reasonable measures with a student, patron or other person as is necessary to protect him/herself from attack or injury.

## Section L Employee Privacy

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- 1 Personal Lives— The private and personal life of any employee is not within the appropriate concern or attention of the District; unless the activity impacts the employee's ability to effectively perform his/her job.
- 2 Information— The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval or Association agreement.

- 3 Faculty Meetings— Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings, except mutually endorsed insurance carriers or such other concerns that shall have specific Association clearance or which shall have been invited by a majority of the faculty in that building.

ARTICLE IV

PERSONNEL LEAVES

Section A

Sick Leave

- 1 An employee shall be granted sick leave with pay in all cases of illness, injury, \*emergency, or disability to the individual employee, in accordance with the terms of RCW 28A.400.300 and this agreement. Each full—time employee is entitled to twelve (12) days sick leave with pay per year, which may be accumulated. For those employees under contract with the District as part—time employees, sick leave will be granted in the same proportion as the individual contract bears to the standard individual contract for full—time certificated employees within the District. Unused leave under this provision shall accumulate to a maximum of one-hundred eighty (180) days; provided that if the State later fully funds the Employee Attendance Incentive Program, the District will remove the cap from accumulation of leave.

\*For the purposes of this provision, emergencies shall be defined as an unforeseen, sudden occurrence demanding immediate attention.

- 2 Procedures— When an employee uses sick leave, the employee shall state the reasons for his/her absence and shall verify his/her personal illness, injury, emergency, or disability by entering the absence into the AESOP data system. When absence for illness, injury or disability will exceed five (5) days, the reasons for the absence must be verified by a written statement from a medical professional or, in the cases of emergency, by the principal or immediate supervisor.
- 3 Sick leave exhaustion— An employee, who has exhausted all sick leave benefits and yet remains unable to perform contract duties because of continued personal illness or disability, may request a leave of absence without pay for the remaining period of such disability as substantiated by a medical statement from an attending physician or medical professional. Such additional disability leave may be granted by the Board for the period of time substantiated by the medical report, or until the end of the current school year, whichever is earlier, and may be extended beyond said date at the discretion of the school board in the event the disability continues, and may be renewed by the school board in the event the disability continues. An employee, who is on extended disability leave as herein provided shall notify the District of his intended date of return to work ten (10) days prior to his/her anticipated date of return to work; or by May 1<sup>ST</sup>, whichever is earlier.
- 4 Accumulation and Buy Back— At the beginning of each school year each employee shall be credited with an advance sick leave allowance of twelve (12) days. Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash in their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from school district employment due to \*retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury.

\* For purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (TRS)

## Section B Sick Leave Sharing

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- 1 Employees are granted the right to donate sick leave to come to the aid of an eligible recipient who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the eligible recipient to take leave without pay or terminate his or her employment.
- 2 An employee who has an accrued sick leave balance of more than sixty (60) days is allowed to transfer sick leave to an eligible recipient as specified in paragraph 1.
- 3 Employees are allowed to grant up to six (6) days during any twelve-month period.
- 4 Employees cannot donate sick leave days if it would result in his/her sick leave account going below sixty (60) days.
- 5 While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using sick leave.

## Section C Maternity and Adoption Leave

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- 1 Maternity and adoption leave will be granted by the District upon receiving written notice prior to the commencement of said leave. The written notice for maternity or adoption leave shall include a statement as to the expected date of return to employment and within thirty (30) days after childbirth, the employee shall inform the District of the specific day when he/she will return to work. An employee requesting maternity or adoption leave may request and utilize accumulated sick leave or may request that the leave be without pay for the duration of her/his leave.
- 2 Exhaustion— In the event the employee decides to utilize his/her sick leave benefits and exhausts said benefits, then the employee shall be granted a leave of absence under Section A.3, Sick Leave, contained herein.
- 3 Additional Time— If an employee desires additional time for child rearing purposes, he/she may apply for a leave of absence under Section D - Leave of Absence, contained herein. Said application will be considered whether or not the employee completed a minimum of three (3) years of service.

## Section D Leave of Absence

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- 1 A leave of absence of up to one (1) year, without pay, may be granted by the Board to an employee who has completed a minimum of three (3) years satisfactory teaching in the district. The employee shall maintain his/her position on the salary schedule, provided that additional educational increments will be provided if earned, and additional experience increments will be granted for teaching experience which would have qualified under Article VII, Contract and Salary Placement, Section B.2, had the employee been within the District during that period of time.

- 2 The District shall reemploy such an employee upon the expiration of such leave of absence, provided the employee has given written notice to the District not later than March 15, indicating intention to return. Such reemployment shall commence as of the beginning of the next contract year. Upon return, the employee shall be re-employed in the position last held or a similar position for which the employee is qualified – provided that any such employee shall be subject to the provisions of Article IX, Staff Reduction and Recall, and shall not be rehired in preference to an employee in the employment pool who has greater seniority rights for rehire. All staff on any Leave (Leave of Absence, Sick Leave, Family Leave, Military Leave, of Association Leave) must notify district of intent to return by March 15<sup>th</sup>.

## Section E Family Leave

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- 1 Family leave of five (5) days per contract year shall be granted with pay to an employee in cases of leave involving illness, injury, in the immediate family of the employee or emergency to home/real property. Immediate family is to be defined as: spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, step family, foster family. Such leave shall be non-accumulative but shall be renewed each year. Upon the recommendation of the Superintendent, the Board may extend or grant additional day's family leave with pay. (See Additional Time)
- 2 Exhaustion— Additional leave needed for family emergency leave beyond the five (5) days provided above may be allowed from that provided in Article VI. Section A. Sick Leave.
- 3 Additional Time— Family leave in addition to those specified in Section D.1 above, may be granted, without pay by the District in unusual cases where extreme hardship is evident. In the event of serious illness or death of a person not in the immediate family of the employee and/or spouse, family leave with pay shall be granted as approved by the superintendent upon the recommendation of the principal.

## Section F. Bereavement Leave

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1. Bereavement leave of five (5) total days per contract year shall be granted with pay to an employee involving the death of members of an employee's immediate family. Immediate family is to be defined as: spouse, mother, father, sisters, brothers, children, brother/sister/mother/father/daughter/son-in-law, aunts, uncles, nieces, nephews, cousins, significant other or his/her family, grandparents, grandchildren, step family, foster family. Such leave shall be non-accumulative but shall be renewed each year. Up to two (2) days of this leave can be used to attend the funeral of anyone outside of the immediate family, in the local community, providing further, that not more than two (2) employees in any one school building or teaching unit shall be authorized such leave at the same time without the approval of the Superintendent. Upon the recommendation of the Superintendent, the Board may extend or grant additional days of bereavement leave with pay.
2. Exhaustion— Additional leave needed for bereavement leave beyond the five (5) days provided above may be allowed from that provided in Article VI. Section A. Sick Leave.
3. Additional Time— Bereavement leave in addition to that specified above, may be granted, without pay by the District. In the event of the death of a person not in the

immediate family of the employee and/or spouse, additional days of bereavement leave with pay may be granted as approved by the superintendent.

## Section G Association Leave

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- 1 Each President shall be provided up to twelve (12) days of leave per year for matters stemming from, or related to, the local bargaining relationship, contract administration or other mutually agreed-upon labor-management meeting. The Association shall notify the building principal at least 48 hours prior to taking an association day, so that the proper educational arrangements may be made.
- 2 Procedures— The request must be made in writing, stating the individual involved, to the Superintendent a minimum of five (5) working days before the leave is to take effect, unless there is an emergency. The Association shall reimburse the District for the cost of the substitute.
- 3 Attendance at Workshops— Up to a total of three (3) additional days release time for each President shall be provided for attendance at workshops or other activities concerning labor relations including the WEA Representative Assembly. The Association shall reimburse the District for the cost of the substitute.

## Section H Military Leave

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Employees shall be granted military leave of absence when required by law. Upon return from leave, the employee shall be re-employed by the District in the position last held or a similar position for which the employee is qualified, provided however, that no such employee shall be given preference over a more senior employee who is in the "employment pool" established pursuant to Article IX, Staff Reduction and Recall.

## Section I Subpoena and Jury Leave

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Leave of absence with pay shall be granted when an employee who is called for jury duty or is subpoenaed to appear at a court of law on a District matter, provided however, that an employee so subpoenaed shall determine and notify the District of the number of days required for court appearance. The leave herein authorized is limited to those days upon which the employee is required to be present in court for the purpose of giving testimony or participating in trial.

## Section J Personal Leave

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- 1 Each employee shall be granted two (2) days of personal leave at the beginning of each school year (2018 and beyond). Up to two (2) days of unused personal leave may be carried over to the next school year for a total accumulation not to exceed four (4) days. At the end of each school year any unused days may be cashed out at the current substitute teacher rate.
- 2 Such personal absence will be granted and approved by the superintendent, provided that application therefore shall be made at least five (5) workdays in advance of the requested absence, except for unexpected emergencies, and provided further that not more than two (2) employees in any one school building or teaching unit shall be authorized such leave at the same time without the approval of the Superintendent. Personal absence herein

authorized shall be with pay. Employee shall not be accountable to the District for purpose of leave taken.

## Section K Leave Status

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In cases where leaves have been requested and require a minimum of five (5) days' notice, the Board shall affirm or deny such leave request within ten (10) days after the leave request is submitted to the employee's principal or other immediate supervisor.

## Section L Leave Applicability

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All leaves under Article IV shall be applied for separately, except as cross-referenced.

## Section M Accidents on the Job in Brick and Mortar Schools

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Whenever a Brick and Mortar employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of his/her employment, including travel to and from his/her work place, he/she shall be paid his/her full salary with no deduction from sick leave for the period of his/her absence, less the amount of any workman's compensation award made for disability due to said injury.

## ARTICLE V

## EVALUATIONS

### Section A Definition of Terms

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**Evaluation** shall mean a summary of the results of observations as well as any other documented feedback that has been shared with the employee. The evaluation process will be based on the eight (8) evaluation criteria for certificated classroom teachers Washington as per WAC 392.191A.060.

**Non-Provisional Employee** shall mean those employees who are not Provisional employees and who are not on probation.

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

**Observation Report** shall mean a written summary of the observation. Such observation report(s) shall be the basis for the "Evaluation Report". The evaluator will provide the evaluation report using a District/Association-approved evaluation tool.

**Probationary Employee** shall be any employee who is on probation with the District.

**Provisional Employee** shall mean the following: 1. a beginning employee who is new to teaching, without

any teaching experience, is provisional for ~~in~~ his/her first three (3) years of employment with the District; 2. an experienced teacher, but may have experience from a state other than Washington, is provisional for his/her first three (3) years of employment with the District; 3. an experienced teacher who is new to the District but has two (2) or more years of teaching experience in a School District in Washington State is only provisional for his/her first one (1) year; 4. a previous non-provisional employee who returns to employment with the District after an absence, or who returns to employment with the District within the bargaining unit is provisional for one (1) year. RCW 28A.405.220 (1)

## Section B Authority

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All employee evaluations shall be conducted in accordance with RCW 28A.405, WAC 392.191A and this Agreement.

## Section C Determination of Evaluation Method

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**Provisional Employees**— All provisional employees shall be evaluated using the Comprehensive Evaluation according to the Evaluation Criteria for their position (appendix C). As per WAC 392-191-080, The conduct of the evaluation of classroom teachers must include, at a minimum, the following:

- (1) All eight (8) teaching criteria must contribute to the overall summative evaluation and must be completed at least once every four years.
- (2) The evaluation must include an assessment of the criteria using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- (3) The principal or his/her designee at the school to which the certificated employee is assigned must make observations and written comments pursuant to RCW 28A.405.100.
- (4) The opportunity for the employee to attach written comments to his/her evaluation report.
- (5) Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence.
- (6) An overall summative score shall be derived by a calculation of all criterion scores and determining the final four-level rating based on the superintendent of public instruction's determined summative evaluation scoring band.
- (7) Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the certificated classroom teacher's student growth impact rating.
- (8) The student growth impact rating will be determined by the superintendent of public instruction's student impact rating scoring band.
- (9) A student growth score of "one"(1) in any of the rubric rows will result in an overall low student growth impact rating.
- (10) Evaluators must analyze the student growth score in light of the overall summative score and determine outcomes.

**Non-Provisional Employees**— All non-provisional employees may be given the option of the Comprehensive Evaluation (appendix d) or a Focused Evaluation (appendix d). To be considered for evaluation on the Focused Evaluation, a non-provisional employee must receive a comprehensive summative evaluation performance rating of level three (3) or above in the previous school year. (RCW 28A.405.100) As per WAC 392-191-080, non-provisional employees shall be evaluated with the Comprehensive Evaluation at least once every four (4) years. For the non-provisional employees who are evaluated with a focused evaluation, the conduct of the evaluation of classroom teachers must include, at a minimum, the following (WAC 392-191A-120):

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- (1) One of the eight (8) criterion for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
- (2) The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
- (3) The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- (4) The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- (5) A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level four (4) (Distinguished) score may be awarded by the evaluator.
- (6) Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must have had a formal observation and review prior to November 15<sup>th</sup> and given an opportunity to improve. If the evaluator still feels the teacher must be moved, he/she must be informed of this decision in writing on or before December 15<sup>th</sup>.

## Section D Responsibility for Evaluations

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- 1 Evaluators— Within each school the principal shall be responsible for the evaluations of employees assigned to that school. Evaluations shall be made by the principal or his administrative designee. An employee assigned to more than one school may be evaluated in each school or may be collaboratively evaluated by the assigned evaluators. Evaluations for employees not regularly assigned to any specific school shall be made by the administrative supervisor having the most direct contact and responsibility under the District organizational structure. An evaluator as used hereafter shall be a principal, his administrative designee or an administrative supervisor.
- 2 Timeline— Within twenty (20) work days after the first day of the school year, the evaluator/supervisor will communicate with the employee to decide on which evaluation option to follow for the year. (appendix D)
  - a. If an employee resigns during the school year, a final evaluation shall be completed, as much as possible, prior to the resignation date, understanding that it will not be complete without student growth data.
  - b. If the principal or evaluator contemplates recommending an employee to be placed on probation, a probationary period of sixty (60) school days shall be established, as per RCW 28A.405.100.
  - c. Both provisional employees and non-provisional employees shall submit all of their student growth evidence and artifacts into a District/Association-approved evaluation tool no later than May 1st.
- 3 Frequency of evaluations—
  - a. Provisional employees shall be evaluated at least once during the school year using the Comprehensive Evaluation by no later than May 15<sup>th</sup>.
  - b. Non-provisional employees shall be evaluated at least once during the school year using the Focused or the Comprehensive Evaluation by no later than May 15<sup>th</sup>.
4. Observations—



- a. Frequency of observation— Provisional employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of employment. Employees shall be observed for the purposes of a Comprehensive Evaluation at least three (3) times each school year in the performance of their assigned duties with the total time of not less than ninety (90) minutes for each evaluation. Employees shall be observed for the purposes of a Focused Evaluation at least two (2) times each school year in the performance of their assigned duties with the total time of not less than sixty (60) minutes.
  - b. Other observations— Evaluators may make observations, other than those specifically required, at any time during the school year. Observations for the purpose of evaluation shall be documented using a District/Association-approved evaluation tool and identify the date, time, and length of observation. Any observation used in evaluation must be a minimum of ten (10) minutes in length unless mutually agreed upon by both parties
  - c. Observation report— Following each observation (as noted in Section E.2.a), the employee shall be provided with a copy of the observation report within three (3) days after such report is prepared. The principal and employee shall use a District/Association-approved evaluation tool to document observations and employee responses. The employee shall be entitled to append comments or explanations as he/she deems necessary.
5. Evaluation report—
- a. Evaluation conference— Once all of the evaluation information is complete and an evaluation summary has been completed, a conference will be held between the evaluator and the employee to discuss the evaluation report. The employee and evaluator shall sign and date the District’s copy of the evaluation report. The signature of the employee; however, does not indicate agreement with or approval of the report. The employee shall be entitled to append comments or explanations as he/she deems necessary.
  - b. All final evaluation documents and procedures, including evaluation conferences, must be finalized and signed no later than May 15<sup>th</sup>.
  - c. All required and final evaluation reports shall be promptly forwarded to the District’s personnel office for filing in the employee's personnel file.
  - d. The summative score for the years when an employee is on a focused evaluation will be the score they received in his/her most recent comprehensive evaluation. Should a teacher provide evidence of exemplary practice on the chosen criterion, a distinguished four (4) score may be awarded by the evaluator.

## Section E                      Review

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- 1 Requesting a new evaluation— In the event that an employee receives an evaluation that he/she considers to be negative, that employee may request and shall be granted a meeting with the evaluator's central office supervisor. At the meeting, the central office administrator shall determine if there is reasonable basis for the employee to be granted a new evaluation. Examples of grounds for such a finding are possible bias, incomplete or inaccurate observations, professional or personal conflict between the evaluator and the employee, inconsistency between the observation reports and the evaluation conclusions, or other such causes as the administrator may conclude. In the event the central office administrator makes such a finding, the employee shall be granted a new evaluation. The new evaluation shall be conducted by a District administrator other than the employee's original evaluator. The new evaluator shall be appointed by the central office supervisor of the original evaluator.

- 2 Plan to Improve Effectiveness— In the event that an evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the evaluator, in consultation with the employee, shall develop a written plan designed to improve the employee's effectiveness in the deficient areas.

## Section F

## Probation

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- 1 Supervisor's Report— In the event the principal or evaluation supervisor determines that the performance of an employee is unsatisfactory, based on the evaluation criteria, the principal or evaluation supervisor shall report the same to the superintendent on or before January 20<sup>th</sup>. This report shall include:
    - a. Evaluation documentation which describes the unsatisfactory performance;
    - b. Designation of specific areas of deficiency; and
    - c. A reasonable plan which includes specific goals and objectives designed to assist the employee improve upon his/her performance and remedy the stated deficiencies.
    - d. The Association, at WEA's expense, may elect to bring in an outside professional to observe, advise and assist the teacher on probation.
  - 2 If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee on a probationary status beginning at least sixty (60) instructional days before May 15<sup>th</sup>, as per RCW 28A.405.100. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year.
  - 3 The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has made progress towards a performance rating of Proficient or above during the extension period. On or before such date, the employee shall be given written notice of the action of the superintendent which notice shall contain the following information:
    - a. Areas of performance deficiencies defined;
    - b. A clear and reasonable program for improvement including specific objectives to be attained; and
    - c. A statement indicating the duration of the probationary period 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.
  - 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.
  - 5 During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee, as per RCW 28A.405.100 (4)(b). If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
  - 6 The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher must be removed from probation if he or she has demonstrated improvement that results in a new
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comprehensive summative evaluation performance rating of Basic or above for a continuing contract employee with five (5) or fewer years of experience, or of Proficient or above for a continuing contract employee with more than five (5) years of experience.

- 7 Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- 8 Renewal— If the probationary employee has not been previously removed from probation, the principal or evaluating supervisor shall submit a written report to the superintendent not later than May 1<sup>st</sup>. 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. If the employee has demonstrated an acceptable level of performance, the report shall include a recommendation for renewal of contract. In any case, the superintendent shall notify the employee in writing no later than May 15<sup>th</sup> if his/her contract is to be non-renewed.
- 9 Non-renewal— When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years, the school district shall within ten (10) days of the completion of the second summative comprehensive evaluation, or May 15<sup>th</sup>, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
- 10 No non-provisional employee may be non-renewed for evaluation reasons without a period of Probation.

**ARTICLE VI**

**INSTRUCTION**

**Section A**

**Academic Freedom**

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Pursuant to Washington law, the District has the final authority and responsibility to develop, adopt and approve courses of study and lists of instructional materials. The Parties adhere to the principles of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Employees shall use professional judgment in determining the appropriateness of the issues presented, taking into consideration the Parties' commitment to the democratic tradition; a concern for the rights, growth and development of students' objective scholarship; and recognition of the maturity level of the students. Further, the parties agree that the District's schools are not the appropriate forum for the expression of personal, religious or political views or for the militant advocacy of any particular cause or point of view.

**Section B**

**Administration of State and National Standardized Assessments**

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Employees administering such tests shall receive adequate training in test preparation and administration. School schedules will allow testing supervision by two or more employees to insure adequate supervision.

**Section C**

**Workload**

- 1 Class size limits— The parties are aware that classrooms occasionally become overcrowded and this overcrowding is a factor in the quality of education and working conditions for employees. In an effort to resolve the overcrowding concern, the following class size limits shall be established:

Preschool (3—5) teacher (full time)	Maximum class size 17
Options for teachers of 3-5 year olds:	3—5 (age) integrated ECEAP and Special Education
	Early Childhood Special Education
	Itinerant Teacher

- 2 Excess of class size maximums— In the event that any teacher's class size maximum is exceeded for one (1) month, the Early Childhood Administrator will follow class size violation remedies for the elementary certificated staff.

<i>B &amp; M General Education Classrooms</i>		<i>Maximum</i>
Kindergarten	Classroom	17
1 – 5	Classroom	23
6 – 12	Classroom	25
<i>WAVA General Education Classrooms</i>		<i>Maximum</i>
Kindergarten – 5	Contact Group	56
6 – 8 Teaming Model	Contact Group	55
6 – 8 Teaming Model	Content Group	110
9 – 12	Contact Group	35
9 – 12	Content Group	195

<i>WAVA Special Education Classrooms</i>		<i>Maximum</i>
K-8		25
9-12		30

- 3 Excess of optimums and maximums for SLP— In the event the caseload optimum is exceeded for five (5) consecutive days, the SLP and the Principal(s)/supervisor(s) involved shall meet to develop a plan to be implemented as soon as the maximum number is reached. This plan may include an additional hour of aide time per week given to the SLP for every student over forty-five (45) or any other alternative solution mutually agreeable to the SLP and administrator(s) involved.
- 4 Psychologist caseload— Caseloads for psychologists will be determined through a collaborative process that considers the type of services required at different levels in the District and the amount of support available. A "caseload" will be synonymous with the responsibilities of case managed or IEP's assigned.
- 5 Exceptions to class size limits—Class size limits for CTE, band, choir, laboratory sciences and physical education shall be mutually determined within each building by a collaborative process involving the employees directly involved, the Association building representative and the principal. Consideration will include the number of learning stations, available equipment, safety factors and educational viability.
- 6 In the event a class size exceeds Maximum after October 1<sup>st</sup> compensation for classroom preparation due to additional students will be offered as follows:
  - a Elementary Employees-Pay shall be twelve dollars (\$12.00) per student-day.
  - b Secondary Employee-Pay shall be two dollars (\$2.00) per student hour.
  - c In the event the certificated employee goes on leave, Excess of Maximum remedy will be prorated between the teacher on leave and the long-term substitute based on student contact time.
  - d The compensation solutions shall be paid in March and July of each school year.
  - e **WAVA ONLY** - Primary IEP case managers will receive three days' pay at his/her per diem rate for IEPs he/she are responsible for writing. These days will be paid in his/her June pay check.
  - f **WAVA ONLY** – Special Education (SE) overload to be paid as follows:
 

K-8	26-29 students - \$6/day per student over maximum above
	30+ students - \$12/day per student maximum above
9-12	31-34 students - \$6/day per student over maximum above
	35+ students - \$12/day per student maximum above

## Section D                      Plan Time

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- 1 Two-Hundred Fifty (250)-Minute Minimum— Employees shall have scheduled no less than Two-Hundred Fifty (250) minutes per week for planning purposes. Adjustments can be made to accommodate the use of assembly schedules. The number of proposed assemblies and corresponding lost minutes of prep time will be estimated in September and agreed upon by the building principal and the building representative. Teachers will submit time cards annually by May 15<sup>th</sup> for an agreed-upon amount of lost prep time, rounded to the nearest half-hour, and be reimbursed by the District as outlined in Article VI, Section D.3

(Loss of Prep Time). The methods for achieving the Two-Hundred Fifty (250)-minute minimum will be determined by the Building Based Teams in cooperation with the District.

- 2 Use— The use of plan time shall be for professional purposes associated with the employees' assigned position determined by the employee. Employees shall have the right to use any and all time during which their classes are receiving instruction or assistance from a specialist, or are generally under the supervision of a specialist.
- 3 Loss of Plan Time— In the event, the District experiences an emergency that would require the scheduling away of plan time the employees so affected shall be paid an additional stipend equal to a proration of the employee base salary.
- 4 30/30 Bar— The thirty (30) minutes before students arrive and the thirty (30) minutes after students depart is not to be computed as a part of the plan time defined above, but is to be used by employees as additional plan time, time for giving students extra assistance, conferences, consultations, faculty meetings, supervision and similar professional purposes.
- 5 Part-Time Employees— Part-time employees shall be granted plan time proportionate to the amount of time they are employed.
- 6 Thirty (30)-minute Blocks— Plan time shall be provided in Blocks of time no less than thirty (30) minutes.

## Section E Student Discipline

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- 1 Distribution of Board Policies— No later than September 15<sup>th</sup>, of each school year, the District shall distribute and review with employees policies of student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employee's rights and responsibilities related hereto.
- 2 District Support— The District shall support and uphold employees in their implementation and enforcement of the District's student discipline policy.
- 3 Referrals— Whenever employees make referrals for discipline, special education, testing or other reason, a copy of such referral shall be given to the administrator. Administrators shall assure that all such referrals shall be given in a timely fashion. In cases of discipline, normally the response shall be given the same day. In cases of special education or testing, the normal responses shall be given within one (1) week, but in no event later than two (2) weeks.

## Section F Mentor Teachers

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- 1 Purpose— The District shall provide a Mentor Teacher Intervention Program for both new and experienced employees as follows:
  - 2 New Employee Intervention— The New Employee Mentor Teacher Intervention Program shall be able to:
    - a Assist beginning employees becoming familiar with students learning objectives, textbooks, instructional materials, orientation to buildings, etc.;
    - b Help employees develop collegial relationships with other staff members; and
    - c Provide opportunities to discuss experiences in classroom management, seek new ideas and alternative strategies for instructional presentations, and to receive encouragement and feedback.
  - 3 The purpose of the Experienced Employee Mentor Teacher Intervention Program shall be for:
    - a All employees with teaching experience who are new to the District may receive up to five (5) hours of assistance from a mentor;
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- b All employees who are placed on probation shall receive mentor assistance as directed by the employee's written plan for improvement; and
  - c Any other experienced employee may participate in the mentor program if approved by his/her principal after reaching agreement upon the specific areas to be covered. First priority shall be granted to those who are evaluated unsatisfactory.
- 4 The mentor teacher program shall be totally voluntary. The District shall not request or require any employee to apply for participation.
  - 5 All moneys received by the District for the purpose of mentor teachers shall be paid to the participants.
  - 6 No participating employee shall be subject to any additional evaluation not set out in this agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of a beginning teacher. The Association shall be involved in any state and/or District evaluation of the mentor teacher program.
  - 7 Mentor teachers shall be selected by the building based team. Under no circumstances shall an employee be rejected for a mentor position for arbitrary, capricious, or discriminatory reasons.

## Section G Hiring Substitutes

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Whenever an employee or an aide is absent, the District shall make an honest effort to replace that employee, during the term of his/her absence, with a suitable substitute.

## Section H Grading

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Employees have the exclusive right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed without the approval of the employee. No Board or administrative pressure shall be applied to any employee regarding grading or evaluation of students.

## Section I Length of Workday

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All employees may be assigned appropriate starting and dismissal times, provided their workday shall be eight (8) consecutive hours, including a continuous thirty (30) minute duty-free lunch period. Employees shall be at their respective school and be available to meet that school's educational needs at least thirty (30) minutes prior to the time the regular pupil day begins and thirty (30) minutes after the pupil day ends.

## Section J Work Year

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- 1 The length of the regular employee contract shall be one-hundred eighty (180) days in total. Any supplemental days, required or non-required regardless of funding source, shall be paid at per diem.
- 2 Regular extended service contracts shall be contracted on the basis of the LEAP schedule divided by the number of days on the LEAP schedule, and the resultant daily rate multiplied by the total number of additional days required under the extended service contract provided, however, that this provision shall not preclude the District

from entering into contracts for special projects which are not deemed regular extended contracts.

## Section K Building–Based Management

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- 1 Employee Involvement— All effort to study and improve the quality of the instructional program in the schools must occur within the framework provided by state laws and regulations, Board policies and actions, the collective bargaining agreement, and administrative procedures and directives. Within this context, each school and department shall develop a process for school improvement that truly engages teachers, support staff and where appropriate, patrons/students of the particular program in defining problems and opportunities, brain–storming alternatives, gathering and analyzing data, proposing and evaluating solutions, and making decisions with respect to the design and delivery of the instructional program in that school or department.
- 2 This involvement process will facilitate decision–making including, but not limited to the areas of:
  - a Designing an instructional program for children and youth that develop their individual potentials;
  - b Organizing the content of the courses, programs, and the curriculum to give appropriate direction to the instructional process;
  - c Organizing the school and the classrooms to make the most effective use of the time and talents of students and teachers; and
  - d Developing, with administration, a process whereby those decisions made by administration which directly and indirectly affect the instructional environment, can be reviewed, evaluated and adjusted if necessary, to best meet the needs of the school as defined by the established educational framework provided and consensus of the building parties.



## Section A

## Definition of Terms

INDIVIDUAL CONTRACT shall mean the individual agreement issued to and signed by each employee pursuant to RCW 28A.67.070.

EXTENDED CONTRACTS shall mean the individual contract that is issued to employees for days beyond the employee's basic school year of one-hundred eighty (180) days.

## Section B

## Employee Contracts

## 1 Individual Contracts—

- a Individual Contracts or employment agreements shall be on a standard form contract conforming to state law and regulation and consistent with the terms and conditions of this agreement. If any such contract is inconsistent with, or is in conflict with, the terms of this agreement, the terms and conditions of this agreement shall be controlling during the term of this agreement.
- b All individual contracts or employment agreements shall be deemed to include a provision which shall provide for the increase of the individual employee's salary during the current school year, in the event the state legislature appropriates such funds for the express purpose of salary improvement (mandated by the legislature to a percentage raise or a given dollar amount per employee – not general appropriation monies from which the negotiation process has established a salary schedule); provided however that such salary increase shall be distributed in compliance with guidelines adopted by the State Superintendent of Public Instruction and/or the District.
- c Salaries shall be the maximum allowable under legislation, reflecting the State Allocation Model Schedule (SAM). Increments shall be granted only at the beginning of each school year for experience and advanced education. Adjustments shall be made during the school year in order to maximize salaries under state rules and regulations.
- d. An employee under contract shall be released from the obligations of the contract upon request under the following conditions:
  1. **Letter Required:** A letter of resignation must be submitted to the Superintendent.
  2. **Before June 15<sup>th</sup>:** A release from contract prior to June 15<sup>th</sup> shall be granted provided a letter of resignation is submitted prior to that date.
  3. **After June 15<sup>th</sup>:** A release from contract may not be granted.

## 2 Extended Contracts—

- a Supplemental contracts for extracurricular and special assignments for employees represented by the Association shall identify the parties, the purpose of the contract or the assignment, and the rate of compensation. Supplemental contracts shall be consistent with the terms and conditions of this agreement. If any supplemental contract is inconsistent with, or is in conflict with, the terms and conditions of this agreement shall be controlling during the term of this agreement. (appendix b)
- b Each employee shall be granted eleven (11) supplemental days at per diem beyond their regular pay. Two (2) of the eleven (11) supplemental days will be District-directed prior to the start of school and the remaining nine (9) supplemental days are to be used at the employee's discretion for additional time, additional responsibilities, and/or incentive beyond the contracted basic education work year and work day. It is the District's intent that these supplemental days will be converted to the Salary Schedule if possible.
- c The two (2) District-directed days prior to the start of school will be time sheeted. The remaining nine (9) supplemental days will be submitted as follows; three (3) days each in November, March, and June. These

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nine (9) days will be claimed by submitting the Supplemental Day(s) for TRI Pay form (appendix I) by the 5<sup>th</sup> of each month above.

- 3 Lists of Contracts— A list of all goods and services contracts and ESY contracts affecting Association members, regardless of benefit amount, will be given to the President annually on August 31<sup>st</sup>.
- 4 Salary Schedule— The employee salary schedule is annexed as (appendix A). Supplemental salary schedule is annexed as (appendix B).
- 5 Part–Time Employees— Beginning in 1989, the State Allocation Model (SAM) rules shall determine how much experience employees shall be granted for part–time or part–year work experience. Employees shall not be deprived of other experience already recognized.  
(exhibit A)

## Section C Placement on Salary Schedule

- 1 Required Certificates— All employees employed by the District shall have, at the commencement of the school year, valid Washington State credentials for the position for which hired and a valid health certificate as required by state law. All such certificates and credentials, or suitable proof of qualifications, shall be presented prior to the commencement of the school year. If qualified applicants holding appropriate certification apply for such position and are not hired over applicants without such certification – reasons must be addressed to the OEA in writing.
  - 2 Placement, general— All employees shall be paid for their services under their personal service contract according to their placement on the salary schedule annexed hereto as (Appendix A.). All employees who were under contract and taught for the District prior to the 1987—1988 school year, shall retain experience and educational credits previously granted by the District and shall be placed upon the salary schedule annexed as (Appendix A.) in accordance with those credits and experience previously granted. All employees of the District whose employment began with the 1988—1989 school year or later shall be placed on the salary schedule annexed as in accordance with the State Allocation Model (SAM) rules and regulations.
  - 3 Initial Placement—
    - a To qualify for initial placement on the salary schedule (Appendix A); each new employee must file official transcripts of college credits in the office of the superintendent before the individual contract can be validated.
    - b New Employee Placement— For each new employee, placement in the appropriate column for educational attainment shall be determined by the current WAC codes as applicable to State Allocation Model (SAM) placement.
    - c Credit for Teaching Experience— For each new employee, placement in the appropriate column for teaching experience shall be based upon full credit for all previous teaching experience, as established by credentials filed by the employee with the office of the District superintendent as allowed by state law.
  - 4 University Credit— The State Allocation Model (SAM) criteria shall serve as determiner for acceptance of credits toward advancement on the salary schedule for all credits earned in the future. If such credits are paid by SAM to the District they shall be accepted and paid locally. If such credits are not paid by SAM they shall not be accepted or paid locally.
  - 5 Minimum Professional Attainment—
    - a District In–service credit— At least one (1) of the district in–services each year will be provided with college/clock hour credit, provided the enrollment is sufficient.
    - b District approval must be obtained for clock hours or college credits that will advance an employee on the salary schedule.
  - 6 Classification of Professional Credit— Classification on the salary schedule is for the full contract year. After September 30<sup>th</sup> of each year, no changes in the classification will be made until the following contract year, provided that additional professional credits earned up to and including September 30<sup>th</sup> will be recognized in
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the adjustment of the salaries of employees as of the beginning of the contract year. Such adjustments of salary shall be by individual contract rider effective as of the date of proof of credits earned. Such notification shall be by official college transcript.

- 7 Experience Advancement— Each employee shall be entitled to advance one (1) step for each year of teaching experience while under contract with the District within the limitations of the salary schedule.

## Section D CTE Non-Degreed Instructors

- 1 Initial Salary Schedule Placement— An employee of trade, industrial, technical, health occupations, and employees of specialized courses in other CTE service areas, meeting the minimum qualifications for CTE teachers certificated as stated in the Washington State Plan for CTE, but does not have a Bachelor's degree or a Standard Teaching Certificate, shall be entered on the salary schedule on the BA column for educational attainment.
- 2 Experience— Placement in the appropriate step for teaching experience shall be based upon full credit for all previous teaching experience in a similar capacity. One (1) year experience increment will be granted for each year of employment at journeyman level or equivalent in their occupational field.
- 3 Salary Advancement Training Credits— Upon approval of the director of CTE and the superintendent, such employees will be granted CTE credits for salary advancement purposes, as follows:
  - a Non-hire or volunteer work experience: One (1) credit for thirty (30) clock hours of work experience in business and/or industry.
  - b After hire: One (1) credit for one-hundred (100) clock hours of employment in business and/or industry; c College Credits and Inservice Hours: For horizontal movement on the salary schedule, the CTE certified, Non-Degreed instructor may use college credits, CTE clock hours, or work credits or a combination thereof. A maximum of six (6) work credits will be allowed as a part of the fifteen (15) credits needed for horizontal movement on the employee salary schedule.
- 4 The following information is to be used for converting work credits and clock hours to credit hours:
  - a Non-hire, thirty (30) work clock hours equal one (1) credit hour b After hire, one-hundred (100) work clock hours equal one (1) credit hour
  - c Ten (10) CTE clock hours equal one (1) credit hour each such employee shall receive credit for one (1) year of employment within the District for vertical movement on the salary schedule, within the limitations of the salary schedule.
- 5 Professional Attainment— CTE Non-Degreed instructors will submit to the Superintendent and the director of CTE a plan for professional development leading to the acquisition and maintenance of the 3-year and 5-year CTE certificates within one-hundred eighty (180) days of employment. The plan for professional development must be in writing and will be reviewed annually with the director of CTE and appropriate District administrators. The advice of the appropriate advisory committee will be considered in developing a plan for professional development. The employee will return to industry a minimum of six (6) weeks every three (3) years to maintain occupational competency.

## Section E CTE Certificated Teachers

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- 1 Specialized Training Standards for CTE Teachers— The guidelines for applying credit to the salary schedule – One (1) hour credit for each ten (10) hours of class time shall be awarded for teachers satisfying the following requirements:
    - a The teacher holds a valid Washington State CTE teaching certificate;
    - b The credit is for either state-approved CTE classes or for training programs developed by the industry or business;
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- c The industrial training class or program applied to the teacher's assignment in the District; and d The class or program must be approved by the director of CTE.

These credits shall apply for horizontal movement on the salary schedule

- 2 Maintenance of Salary – No CTE instructor currently employed by the District will receive a reduction in salary when these CTE salary schedule provisions are adopted. Any CTE instructor currently employed by the District will remain at their present salary level until they meet the standards necessary for a placement on the salary schedule pursuant to these provisions.

## Section F Insurance

- 1 Health benefits shall be calculated at the rate allotted by the state per month, per certificated full-time equivalent (FTE) employee; provided, further that the District will contribute the allotted sum toward the payment of group medical insurance premiums, and group dental insurance premiums from and after the effective date of this agreement. It is understood that in the event the bargaining unit desires to take an Association-approved group dental insurance program, all employees must participate at the same level and that the first premium to be paid from the District contribution will be that for dental insurance with the balance to be applied to medical insurance premiums as designated by the employee.
- 2 Employees who are less than half-time shall be entitled to receive medical benefits in the same ratio as their part-time services bears to full-time service; provided further that employees who are half-time or more shall receive medical benefits as other full-time employees.
- 3 Employee fringe benefits will be calculated according to state guidelines. Those employees currently receiving above the state guidelines will be grand-fathered. The District shall pay the full amount of the Health Care Authority (HCA) subsidy for employees in the bargaining unit. No funds shall be deducted from the employee state allocation for the purpose of funding the HCA subsidy.
- 4 Married couples who both contribute to the same insurance pool will be permitted to pool their allocated insurance dollars to purchase a single policy.

## Section G Incentive for Early Notification of Resignation

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

Prior to January School Board Meeting	four (4) days per diem, thirty-two (32) hours
Prior to February School Board Meeting	three (3) days per diem, twenty-four (24) hours
After February School Board Meeting, but by Friday before spring break	two (2) days per diem, sixteen (16) hours

- 2 The employee must document closeout/transition work during non-contracted work time. The hours worked must be equal to the incentive hours paid.  
*For example: Cleaning, collecting personal belongings, reviewing files, organizing teaching items for the next teacher, other (please specify).*
- 3 Amounts payable in June after contract renewal date has passed. (Appendix H)

## ARTICLE VIII

## GRIEVANCES

### Section A

### Definition of Terms

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GRIEVANT shall mean a bargaining unit member or group of bargaining unit members or the Association.

GRIEVANCE shall mean a claim by a grievant that there has been a violation, misinterpretation or misapplication of the terms of this agreement.

DAYS shall mean employee work days. After the last day of school and before commencement of the new term, days shall mean calendar days.

### Section B

### Time Limits

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

### Section C

### Rights to Representation

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

### Section D

### Individual Rights

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

## Section E

## Procedure

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Grievances shall be processed in the following manner:

- 1 STEP 1 – Supervisor: The Parties encourage employees and their supervisors to attempt to resolve problems through free and informal communications prior to filing formal grievances. Within thirty (30) days of the occurrence, or of the grievant's knowledge of the occurrence, the formal grievance shall be presented in writing to the employee's supervisor, who will arrange for a conference between him/herself, the grievant and the Association Representative to take place within five (5) days after receipt of the grievance. The supervisor shall provide the grievant and the Association with a written answer to the grievance within five (5) days after the meeting. Such answer shall include all reasons upon which the decision was based.
- 2 STEP 2 – Superintendent: If the grievant is not satisfied with the disposition of the grievance at Step 1, or if no decision has been rendered within the time line, the grievance may be appealed to the Superintendent. The Superintendent shall arrange for a hearing with him/herself, the grievant, the first level supervisor and the Association Representative, to take place within five (5) days of his/her receipt of the appeal. The grievant and the Association shall have the right to include in the representation such witnesses they deem necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have five (5) days to provide his/her written decision, together with the reasons for the decision to the grievant and the Association.
- 3 STEP 3 – Binding Arbitration: If the Association is not satisfied with the decision at Step 2, or if no disposition has been made within the timeline, the Association may submit a Demand for Arbitration to the American Arbitration Association (AAA), along with a copy to the Superintendent. The arbitration shall be controlled by the Voluntary Arbitration Rules of AAA, provided that the Parties shall strike names from the panel selected by AAA within ten days of receipt of such panel. Neither the District nor the Association shall be permitted to assert in such arbitration any ground not previously disclosed to the other part.

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

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

## Section F

## Miscellaneous Conditions

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- 1 Contract Expiration— Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
- 2 No Reprisals— No reprisals of any kind will be taken by the District or its agents against any employee because of his/her participation in this grievance procedure.

- 3 Cooperation of the Parties— The Parties will cooperate in their investigation of any grievance; and will furnish such information as is requested for the processing of any grievance.
- 4 For the purpose of assisting an employee or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the District shall permit an employee and/or an Association representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the District which pertain to the affected employee or any issue in the proceeding in question.
- 5 Release Time— Should the investigation or processing of any grievance require that an employee(s) or an Association representative(s) be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.
- 6 Files— All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 7 Form— The form for filing grievances is attached to and made a part of this Agreement (Appendix F).
- 8 Association Grievances— If a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance to the Superintendent directly, and the processing of such grievance shall commence at Step 2. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step 2.

<b>ARTICLE IX</b>	<b>STAFF REDUCTION AND RECALL/TRANSFERS</b>
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<b>ARTICLE IX</b>	<b>STAFF REDUCTION AND RECALL/TRANSFERS</b>
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**Section A**

**Definition of Terms**

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ASSIGNMENT shall mean placement of an employee in any teaching responsibility within the bargaining unit.

OPEN POSITION shall mean a position that has been vacated due to retirement, resignation, transfer, program change, or reduction in force (RIF). A position is considered open only after building transfers have been completed.

POSITION shall mean the specific grade level, content area, and program a certificated teacher is assigned for the current year.

SENIORITY shall mean— a. Years of Washington State certificated experience, b. Years of certificated employment in the Omak School District, c. Employee furthest to the right on the salary allocation model, and d. If seniority is determined to be equal following steps a., b., c., then the most senior employee will be determined by random lot by mutual agreement with representative from the OEA and OSD present.

TRANSFER shall mean a management approved change from an employee’s current position to a different position.

**Section B**

**Board Determination of Program**

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Not later than May 15<sup>th</sup> of each year, the Board of Directors shall determine whether the financial resources of the District will be adequate to permit the District to maintain its educational program and services substantially at the same level for the next school year. If the school board enacts a Modified

Education Plan or Reduction in Force, the procedure to determine staffing will follow the process set forth in Article IX, Section C.

All other transfers will be governed by procedures outlined in Article III, Section E.

## Section C

## Modified or Reduced Educational Program

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- 1 If the District adopts a modified or reduced educational program because of a lack of financial resources, the following guidelines will be considered in determining the programs and services to be retained, modified or eliminated.
  - a Students' needs: Provide opportunities for completion of graduation requirements, requirements for accreditation, and minimum program requirements under state laws and regulations.
  - b Funding sources: Where revenues are categorical and depend on actual expenditure rather than budgeted amounts, every effort will be made to maintain such programs, where reasonable, to the limit of their categorical support (e.g., CTE, federally supported programs).
  - c Student / teacher ratios: Maintain levels conducive to an optimal learning climate; the severance of certificated personnel will be minimized to the extent practicable.
  - d Expenditures: Make reductions where reasonable; and not categorically funded, in capital outlay, supplies and materials, contractual services and travel in an effort to retain as much of the basic education program as possible within the resources available.
  - e Non-renewals or involuntary terminations: Make every reasonable effort to ascertain the number of certificated positions which will be open as a result of voluntary or mandatory retirements, normal resignations, and leaves of absence in order to eliminate unnecessary reductions in staff.



2 Retention of employees— In adopting a reduced educational program which will <sup>1503</sup> require reduction, modification or elimination of positions involving employees, the <sup>1504</sup> employees required to implement the modified or reduced educational programs or <sup>1505</sup> services shall be selected as hereinafter provided.

- a Employees retained to implement the modified and reduced educational program as determined by the Board shall possess such valid Washington State certificates as may be required for the position being filled.
- b Employees will be grouped District-wide as to classroom categories. (See table below.)

3 An employee may be included in both categories; if he/she has K—12 certification, subject to qualification under Article IX, Section C.5.

1. Teachers - grades K—5	4. Counselors
2. Teachers - grades 6—12	5. School Psychologists
3. Early Childhood Education	6. Speech Lang. Pathologists

4 Employees of Omak Washington Virtual Academies will be categorized exclusively as WAVA.

5 Employees will then be grouped by academic areas within the listed categories. Employees will be eligible to qualify for placement in the following academic areas — these academic areas shall not be restrictive of, or limit the Board in its adoption of, a modified educational program because of restricted or limited financial resources.

Secondary	Elementary
Language Arts	Grades K—5
Social Science	Physical Education
Foreign Language	Music
Science	Reading
Music	Special Education
Physical Education	
Art	
Mathematics	
Career and Tech Education (CTE)	
Counseling	
Special Education	

6 Employees will be retained for available positions within each category or area on the basis of seniority (years of experience) as a certificated employee in education in Washington State. Within each category or academic area, the senior employee shall be retained to meet the needs of the District's modified or reduced educational program.

7 Each employee will be evaluated for retention in any category or academic area in which he/she is qualified, without loss of seniority regardless of whether the employee was employed in such position at the time the reduced or modified educational program was adopted.

8 Placement Criteria— In order to be qualified for placement in a category or academic area, an employee must meet any one of the following criteria:

- a Must have taught one (1) year in such category or academic area within the last nine (9) years; or
- b Must have the equivalent of a college major forty-five (45 quarter hours) in that category or academic area; or
- c Must have taken fifteen (15) quarter residence hours in that category or academic area in the last five (5) years, and taught in that category one (1) year in the last five (5) years; or
- d Must have Washington State certification or endorsement for that category or academic area.

- 9 Seniority— If seniority rankings for a given position are equal, the preference will be given to the employee who is the furthest to the right in horizontal placement on the current salary schedule as credited by the District superintendent's office. If after such consideration the employees are still equally ranked, the position will be filled by "lot."
- 10 Seniority List— If it is necessary to give notice of non-renewal to employees because the District has adopted a reduced or modified educational program for financial reasons, the District shall publish and distribute to all teachers prior to the implementation thereof, a seniority list ranking each teacher from the greatest to the least seniority based upon categories and specialties set forth above. Separate seniority lists will be maintained for Omak WAVA and Omak B & M. The seniority list will come out on March 1. Staff will have a two-week window for review and verification that submitted documentation is accurate. No additional clock hours/credits will be added to the seniority list after March 15.

## Section D Notice of Non-Renewal—

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- 1 All employees who are not recommended for retention in accordance with these administrative procedures shall be given notice of non-renewal of contract, provided however, that any employee receiving written notice of non-renewal of contract pursuant to these provisions shall be eligible for a "special leave of absence" without pay upon written application directed to the superintendent and received not more than ten (10) days following the receipt of the notice of non-renewal. Personnel electing to take a special leave of absence shall be placed in an employment pool and shall be considered to reemployment according to the same criteria together with other personnel in the employment pool. The personnel file of any person taking a special leave of absence shall reflect that status and all reference to non-renewal of such employee's contract shall be removed from the personnel file. Any personnel on special leave of absence shall retain all rights including credit for one (1) year experience. Any credit for any education acquired during that year shall be granted. Acceptance of employment as a certificated staff member in any other school district during that year shall constitute an automatic termination of special leave of absence and elimination from the employment pool.
- 2 Employment Pool—
  - a All employees who are not recommended for retention in accordance with these procedures and who are given a notice of non-renewal of contract shall be placed in an "employment pool" for possible reemployment for a period of one (1) year, renewable for two (2) additional years upon written request of the "pool" employee. Employment pool personnel will be given the first opportunity to fill open positions within their qualifications under the guidelines herein set forth. Members of the employment pool will also have first priority for substitute positions for which they are qualified. b When a vacancy occurs for which any person in the employment pool is qualified, notification from the school district to such individual will be made by certified mail or personal contact by the superintendent or his designee. Such individual will have ten (10) calendar days from the receipt of the letter or from the date of personal contact to accept the position.
  - c If an employee in the employment pool fails to accept a position for which he or she is eligible, pursuant to the criteria herein set forth, such individual shall be dropped from the employment pool.

- d Employees within the employment pool may pay their total medical insurance premiums to the District and in turn, the District will forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents will be included within the group medical insurance.

## Section E                      Transfers

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- 1 The district will implement the following transfer procedures:
  - a Surplus certificated employees shall be identified as the least senior employee (according to the criteria set forth in the modified education program Article IX, Section C) in the grade level classroom or program that is being eliminated
  - b All surplus certificated employees shall be ranked from most to least senior following the modified education program criteria
  - c A list of vacancies will be prepared
  - d A placement meeting will be conducted with the administration, surplus certificated employees, and OEA president present.
  - e Beginning with the most senior surplus certificated employee, he/she will be allowed to choose an assignment for which he/she is certified and qualified from the available vacancies. The remaining surplus employees will then choose their positions in order of seniority
  - f If the position selected by the employee does not match the employee's recent experience, a meeting will be held to explain specific expectations and suggestions for updating his/her skills in that area/level.
  - g Employees that are transferred to an assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be non-renewed for performance deficiencies primarily related to the subject matter, professional preparation, and scholarship during the first year of their transferred assignment.
  - h If in the event no positions are available for which the surplus employee is certified, the district will provide the financial assistance necessary for the transferred employees to receive the proper certification for the position to which they have been transferred.
  - i An employee transferred through this process shall have first right of refusal to fill the position he/she was transferred from in the case the position is reinstated or becomes vacant, regardless of seniority.
  - j There is no automatic transfer between Omak Brick and Mortar and WAVA teaching assignments. To be hired from one to the other the employee must apply as an outside employee with no preference given for employment at one or the other.
  - k Vacancies remaining shall be posted and filled following the procedure outlined in Article III.

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## Section A Definition of Terms

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ACADEMIC DEANS work as liaisons between students, families, and teachers to ensure that curriculum articulation, attendance, monthly progress, and other school related tasks and responsibilities are met.

CONTACT GROUP shall mean the group of students assigned to an online teacher for the primary purpose of meeting ALE requirements (weekly contact and monthly progress conferences).

CONTENT GROUP shall mean the group of students assigned to an online teacher for instruction and assessment.

DIRECT PERSONAL CONTACT is defined in WAC 392.121.182 as a one-to-one meeting between a certificated teacher and the student.

LEAD TEACHERS work directly with master teachers, academic deans, and consult with teachers regarding student progress, placement or engagement concerns.

MASTER TEACHERS assist with day-to-day activities and tasks related to the overall functioning of the school. They serve as a key communication link between staff and administration.

SYNCHRONOUS INSTRUCTION is defined in WAC 392.121.182 as real-time communication between a certificated teacher and student.

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## Section B Building Leadership Team

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- 1 Building Leadership Teams (BLT) will work together with WAVA administration to develop strategies for improving student achievement, identify school policies and procedures for meeting ALE requirements, promote positive school climate, and create and maintain a WAVA Employee Handbook. BLTs will be representative of all teachers within a building including, but not limited to general education teachers, special education teachers, leads/academic deans/masters, and specialists. The following guidelines apply to each WAVA BLT (K-5, middle school, and high school).
- 2 At a minimum, each BLT will consist of one representative from each department or professional learning community/grade band and one OEA building representative.
- 3 Members of the team should be identified by the end of each school year. Selection will be on a volunteer basis. If more than one teacher volunteers from their department and/or PLC, that representative will be chosen by lot.
- 4 The BLT will meet once a month and participate in two (2) full-day eight (8) hour meetings in addition to their contracted days.
- 5 Compensation for each BLT member will be a stipend rate of one-thousand dollars (\$1,000) per school year.

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## Section C Work Space

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WAVA teachers must reside in Washington State. Employees hired prior to September 1, 2014 living out of state are exempt from the residency requirement. WAVA teachers working outside of Washington

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State must inform WAVA administration in advance of the following: travel purpose, location, length of time away, and the ability to perform job duties while away. Due to liability concerns, WAVA teachers are limited to up to 30 days per 12 month period of work outside of Washington State.

## Section D Work Day

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- 1 Online teaching incorporates a unique computer-based system which integrates tools to collaborate, facilitate learning, deliver instruction, and monitor student progress. A typical teacher work day is driven by task completion. Tasks include, but are not limited to grading student work, responding to emails, instructing and supporting students, conferencing with students and/or parents on the phone or online, attending staff meetings, providing group or individual synchronous instruction online, designing/modifying curriculum and assessments, and documenting.
- 2 WAVA teachers work remotely and do not report to a traditional physical site. Their flexible schedule allows them to best meet the needs of their students while averaging eight (8) hours per day. Teachers will be available between the hours of 8 am and 4 pm to complete the above tasks.

## Section E WAVA Employee Handbook

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- 1 A WAVA Employee Handbook shall be developed to define policy and procedures relating to ALE requirements and WAVA operations.
- 2 The WAVA Employee Handbook will be reviewed and updated by the Building Leadership Teams (BLTs). The BLTs shall review and update the handbook annually (following the close of each legislative session), and the updated version shall be made available to WAVA teachers by October 15<sup>th</sup> of each successive school year.

## Section F Synchronous Digital Instructional Contact

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Building Leadership Teams (BLTs), Teachers, and WAVA Administration will work collaboratively to develop a process to create a master schedule designed to deliver both core and supplemental instructional sessions.

## Section G Clarification on Contact Caseloads for Grades 6—12

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- 1 In the event that all teachers have reached their maximum number of contact group students, the District will assign to academic deans and master teachers a contact group of a maximum of twenty (20) students.
  - 2 When all academic deans and master teachers reach their capacity, students will be assigned to teachers. As compensation for taking additional students within their contact group, the affected teacher will be
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compensated per student paid at a rate of two dollars (\$2.00) per day during the duration of the overload.

## Section H Reimbursement for Expenses

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Reimbursement for teacher expenses (travel, office supplies, and student outings) will be defined in the WAVA Expense Policies and Procedures Manual.

## Section I WAVA Middle School Teaming Model

WAVA Middle School pairs teachers in a learning model where one teacher is responsible for humanities-based (ELA and Social Studies) content and one teacher is responsible for Math/Science content. The instructional content focus will be on ELA and Math with lesser requirements for Social Studies and Science instruction.

The team will share the same student load as defined in Article VI, Section C Workload. If these limits are exceeded, the overload rate will be \$6 per student per day. This overage will be paid to the overloaded teacher.

It is also understood that the SPED, Leads, and Master Teachers will pull students from teachers' loads for their workload numbers. In most instances, the contact group responsibilities will fall under their content group.

## Section A Effective Dates

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This agreement shall be effective as of September 1<sup>st</sup> 2017, and shall continue in effect until August 31<sup>st</sup> 2018. During said period of time, this agreement shall be binding upon the District, the Association, and all employees who are represented by the Association as their bargaining agent.

## Section B Mutual Reopeners

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The parties acknowledge that all of their understandings and agreements arrived at by the parties with respect to wages, hours, terms and conditions of employment are set forth in this agreement. Modifications of this agreement may be subject to negotiation during the term of this agreement only upon request and by mutual agreement by both parties except as otherwise provided herein.

## Section C Openers

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This agreement shall continue in effect during the entire term of this agreement, provided however, that upon receipt of notice by the Association to the District at least ninety (90) days prior to August 31<sup>st</sup> each year through 2018 the parties hereto agree to commence negotiations on the following items: salary and fringe benefits, and three (3) other items to be selected by each party. The Association may, at its option, choose class size as one of its three (3) items. At least ninety (90) days prior to August 31<sup>st</sup> 2018, the parties hereto agree to commence negotiations on a successor agreement.

In witness this \_\_\_\_ day of \_\_\_\_\_, 2017 at Omak, Okanogan County,  
Washington, by the undersigned officers by the authority of, and on behalf of, the Board of Directors,  
Omak School District No. 19 and Omak Education Association.

## APPENDIX A

## SALARY SCHEDULE

## For School Year 2017-18

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

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	36,521	37,507	38,529	39,554	42,840	44,957	43,785	47,072	49,191
1	37,013	38,013	39,048	40,117	43,438	45,543	44,272	47,593	49,697
2	37,481	38,491	39,537	40,688	44,000	46,127	44,762	48,073	50,201
3	37,964	38,983	40,040	41,229	44,534	46,712	45,227	48,529	50,709
4	38,437	39,501	40,565	41,794	45,119	47,313	45,714	49,038	51,234
5	38,926	39,995	41,069	42,367	45,679	47,918	46,209	49,522	51,760
6	39,428	40,474	41,585	42,948	46,244	48,494	46,716	50,013	52,262
7	40,312	41,373	42,498	43,935	47,280	49,593	47,666	51,010	53,324
8	41,604	42,724	43,876	45,431	48,822	51,219	49,161	52,552	54,949
9		44,122	45,332	46,943	50,413	52,892	50,672	54,143	56,623
10			46,805	48,533	52,049	54,611	52,263	55,780	58,340
11				50,169	53,761	56,375	53,899	57,492	60,104
12				51,753	55,520	58,211	55,600	59,250	61,942
13					57,322	60,093	57,360	61,052	63,823
14					59,132	62,046	59,172	62,981	65,776
15					60,671	63,660	60,710	64,618	67,486
16 or more					61,884	64,932		65,910	68,836



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## APPENDIX B STUDENT ACTIVITY SALARY SCHEDULE

All extra-curricular jobs must be posted. Before hiring, the District shall notify the Association if there are no certificated applicants. As per Article Vii, Section b.2

The percentages below are based on BA+0, year 0 on the salary schedule.

1. ANNUAL	High School	0.07
	Middle School	0.04
2. MUSIC	Band	0.08
	Choir	0.08
	Pep Band	0.06
	Musical	0.05
	Optional (3 Days for Special events)	
3. DRAMA	Per Play	0.03
	Per Musical	0.05
4. CLASS ADVISOR	Grades 9, 10, 11	0.05
	Grade 12	0.10
5. CAMP DISAUTEL ADVISOR (per person)		0.04
6. KNOWLEDGE BOWL		0.05
7. NORTH		0.16
8. EAST		0.16

9. MIDDLE SCHOOL	0.16
10. - 13. Extracurricular stipends are allotted to each building. Positions will be determined at each site through building-based management.	
14. NAT'L HONOR SOCIETY ADVISOR	0.05
15. HIGH SCHOOL ASB ADVISOR	0.10
16. MIDDLE SCHOOL ASB ADVISOR	0.05
17. DEBATE	0.05
18. HIGH SCHOOL JOURNALISM	0.10

## APPENDIX C EVALUATION CRITERION

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### 1. CLASSROOM EMPLOYEES

Certificated classroom employees will be evaluated based upon the following criteria:

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#### Criterion 1 Centering instruction on high expectations for student achievement.

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- Component 1.1 Providing Clear Learning Goals and Scales (Rubrics)
- Component 1.2 Celebrating Success
- Component 1.3 Understanding Students' Interests and Backgrounds
- Component 1.4 Demonstrating Value and Respect for Typically Underserved Students

#### Criterion 2 Demonstrating effective teaching practices

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- Component 2.1 Interacting with New Knowledge
- Component 2.2 Organizing Students to Practice and Deepen Knowledge
- Component 2.3 Organizing Students for Cognitively Complex Tasks
- Component 2.4 Asking Questions of Typically Underserved Students
- Component 2.5 Probing Incorrect Answers with Typically Underserved Students
- Component 2.6 Noticing When Students Are Not Engaged
- Component 2.7 Using and Applying Academic Vocabulary
- Component 2.8 Evaluating Effectiveness of Individual Lessons and Units

#### Criterion 3 Recognizing individual student learning needs and developing strategies to address those needs

- Component 3.1 Effective Scaffolding of Information within a Lesson
- Component 3.2 Planning and Preparing for the Needs of All Students
- Student Growth 3.1 Establish Student Growth Goal(s)
- Student Growth 3.2 Achievement of Student Growth Goal(s)

#### Criterion 4 Providing clear and intentional focus on subject matter content and curriculum

- Component 4.1 Attention to Established Content Standards
- Component 4.2 Use of Available Resources and Technology

#### Criterion 5 Fostering and managing a safe, positive learning environment

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- Component 5.1 Organizing the Physical Layout of the Classroom
- Component 5.2 Reviewing Expectations to Rules and Procedures
- Component 5.3 Demonstrating "With-it-ness"
- Component 5.4 Applying Consequences for Lack of Adherence to Rules and Procedures
- Component 5.5 Acknowledging Adherence to Rules and Procedures

#### Criterion 6 Using multiple student data elements to modify instruction and improve student learning

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- Component 6.1 Designing Instruction Aligned to Assessment
- Component 6.2 Using Multiple Data Elements
- Component 6.3 Tracking Student Progress
- Student Growth 6.1 Establish Student Growth Goal(s)
- Student Growth 6.2 Achievement of Student Growth Goal(s)

Criterion 7 Communicating and collaborating with parents and the school community

Component 7.1 Promoting Positive Interactions about Students and Parents –  
Courses, Programs and School Events

Component 7.2 Promoting Positive Interactions about Students and Parents –  
Timeliness and Professionalism

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

Component 8.1 Seeking Mentorship for Areas of Need or Interest

Component 8.2 Promoting Positive Interactions with Colleagues

Component 8.3 Participating in District and School Initiatives

Component 8.4 Monitoring Progress Relative to the Professional Growth and Development Plan

Student Growth 8.1 Establish Team Student Growth Goal(s)

## 2. COUNSELOR

Counselor employees will be evaluated based upon the following criteria:

Criterion 1	Knowledge and Scholarship in Special Field
Component 1.1	Demonstrates a depth and breadth of knowledge of theory and content in the special field
Component 1.2	Relates and applies knowledge to the delivery of his/her services
Component 1.3	Demonstrates understanding of basic principles of human growth and development
Component 1.4	Demonstrates a knowledge of the content of the total school program

Criterion 2	Specialized Skills
Component 2.1	Demonstrates the ability to plan, conduct and evaluate program: including formulating goals and objectives
Component 2.2	Demonstrates knowledge and skill in academic, vocational and personal counseling
Component 2.3	Demonstrates knowledge and skill in college and other post high school career counseling
Component 2.4	Has the ability and knowledge to make appropriate referrals
Component 2.5	Demonstrates the ability to provide input in scheduling and curriculum development

Criterion 3	Management of Special and Technical Environment
Component 3.1	Demonstrates knowledge and skill in coordinating testing programs
Component 3.2	Demonstrates the use and a understanding of the limitations and restrictions of assessment devices, materials and procedures
Component 3.3	Create an environment which provides privacy and protects student and family information

Criterion 4	Involvement in Assisting Pupils, Parents And Educational Personnel
Component 4.1	Demonstrates ability to assist teachers and administrators in integrating specialized information into the regular program
Component 4.2	Consults with other staff, school personnel, and parents concerning the development, coordination and/or extension of services to students in both regular and special programs
Component 4.3	Plans and develops a support program to serve the preventative and developmental needs of the school populations and the special needs of pupils including behavior modification
Component 4.4	Has the ability to utilize testing and non-testing data concerning the pupil and to interpret the data to pupil, parent and staff

Criterion 5	The Counselor As A Professional
Component 5.1	Participates in in-service and career development activities appropriate to the areas of specialization
Component 5.2	Keeps abreast of new developments and ideas in his/her specialized discipline
Component 5.3	Demonstrates an awareness of personal and professional strengths, needs and limitations
Component 5.4	Demonstrates an awareness of laws, regulations and board policy as they relate to counseling

Criterion 6	Personal Characteristics
Component 6.1	Exhibits self-control, mature behavior and sound judgment
Component 6.2	Maintains an appearance which does not detract from the educational process
Component 6.3	Exhibits proper command of language skills, both written and oral

Component 6.4	Evidences energy and enthusiasm
Component 6.5	Carries through with suggestions for improvement
Component 6.6	Demonstrates loyalty to district philosophy and brings about change through established procedures
Component 6.7	Develops rapport between student and counselor

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### 3. MEDIA SPECIALIST

Media Specialists will be evaluated based upon the following criteria:

#### Criterion 1 Knowledge and Scholarship in Special Field

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Component 1.1	Demonstrates a depth and breadth of knowledge of theory and content in the special field
Component 1.2	Relates and applies knowledge to the delivery of his/her services

#### Criterion 2 Management of Special and Technical Environment

Component 2.1	Selects and uses the resources deemed necessary and appropriate to serve the needs of the pupil
Component 2.2	Coordinates the use of instructional materials and equipment in the building
Component 2.3	Coordinates the use of the facilities and the arrangement of materials and equipment for maximum accessibility
Component 2.4	Supervises, trains and evaluates media personnel
Component 2.5	Develops necessary procedures for operation of the library/media center
Component 2.6	Maintains an inventory of materials, equipment and supplies
Component 2.7	Develops budgets and supervises expenditures
Component 2.8	Maintains an attractive learning environment

#### Criterion 3 Specialized Skills

Component 3.1	Demonstrates the ability to design and conduct a program including goals and objectives and to provide specific and unique services within the specialist's discipline
Component 3.2	Demonstrates the ability to evaluate the program and to make necessary corrections
Component 3.3	Incorporates a variety of production processes in servicing instructional needs
Component 3.4	Demonstrates competence in preventative maintenance and minor repair of equipment

#### Criterion 4 Involvement In Assisting Pupils, Parents, And Educational Personnel

Component 4.1	Demonstrates the ability to assist teachers and administrators in integrating specialized information into the regular program
Component 4.2	Consults with staff members and parents concerning the development, coordination and extension of services
Component 4.3	Communicates effectively with students, faculty and administration
Component 4.4	Orients students and teachers to procedures, materials and services, and promotes their use

- Component 4.5 Provides a program of instruction for student aides
- Component 4.6 Collects and disseminates resources as requested

**Criterion 5 The E.S.A. As A Professional**

- Component 5.1 Participates in inservice and career development activities appropriate to the area of Specialization
- Component 5.2 Keeps abreast of new developments and ideas in his/her specialized decipline
- Component 5.3 Assesses and identifies his/her strengths, needs and limitations
- Component 5.4 Demonstrates awareness of laws and regulations as they relate to the area of specialization
- Component 5.5 Demonstrates pride in the profession and a sense of professionalism

**Criterion 6 Personal Characteristics**

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- Component 6.1 Exhibits self-control, mature behavior and sound judgment.
- Component 6.2 Maintains an appearance which does not detract from the educational process.
- Component 6.3 Exhibits proper command and use of language skills, both written and verbal.
- Component 6.4 Evidences energy and enthusiasm.
- Component 6.5 Carries through with suggestions for improvement.
- Component 6.6 Demonstrates loyalty to district philosophy and brings about changes through established procedures.
- Component 6.7 Develops rapport between student and media personnel.

**5. SCHOOL PSYCHOLOGIST**

School Psychologists will be evaluated based upon the following criteria:

**Criterion 1 Knowledge and Scholarship In Special Field**

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- Component 1.1 Demonstrates a depth and breadth of knowledge of theory and content in the special field
- Component 1.2 Relates and applies knowledge to the delivery of his/her ser-vices
- Component 1.3 Demonstrates understanding of basic principles of human growth and de-velopment
- Component 1.4 Demonstrates knowledge of the content of the total school program
- Component 1.5 Possesses and maintains competency in assessment and evaluation techniques

**Criterion 2 Specialized Skills**

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- Component 2.1 Demonstrates the ability to plan, conduct and evaluate the program, including formulating goals and objectives
- Component 2.2 Utilizes psychological and psychometric techniques to clearly identify the learning problem
- Component 2.3 Can provide acceptable alternatives/solutions to learning problems
- Component 2.4 Considers abilities, interests and present performance levels of students in planning educational goals and objectives

**Criterion 3 Management of Special and Technical Environment**

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- Component 3.1 Demonstrates the use and an understanding of the limitations and restriction of assessment devices, materials and procedures
- Component 3.2 Creates an environment, which provides privacy and protects students and family information, as mandated by codes of ethics, federal and state regulations and local school district policies
- Component 3.3 Plans for continuing evaluation and reassessment of student's progress in special education
- Component 3.4 Selects and prepares appropriate equipment and materials in advance of evaluation and assessment
- Component 3.5 Provides adequate follow-up with cases
- Component 3.6 Manages in-district caseload in accordance with the priorities established by district administrators
- Component 3.7 Makes appropriate use of all forms and report.

**Criterion 4                      Involvement in Assisting Pupils, Parents and Educational Personnel**

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- Component 4.1 Demonstrates ability to assist teachers and administrators in integrating specialized information into the regular program
- Component 4.2 Consults with other staff, school personnel, and parents concerning the development, coordination and/or extension of services to students in special programs
- Component 4.3 Plans and develops a support program to serve the preventative and developmental needs of the school populations and the special needs of pupils including behavior modification
- Component 4.4 Has the ability to utilize testing and non-testing data concerning the pupil and to interpret the data to pupil, parent and staff
- Component 4.5 Builds working relationships with students, parents, teachers, administrators and outside agencies
- Component 4.6 Provides inservice and technical assistance as requested by school district administrators
- Component 4.7 Writes reports, which provide parents, staff and administrators with sufficient information to make programming decisions

**Criterion 5                      The Psychologist as a Professional**

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- Component 5.1 Participates in inservice and career development activities appropriate to the area of specialization
- Component 5.2 Keeps abreast of new developments and ideas in his/her specialized discipline
- Component 5.3 Demonstrates an awareness of personal and professional strengths, needs and limitations
- Component 5.4 Demonstrates an awareness of laws, regulations and Board policy as they relate to special education
- Component 5.5 Verifies that all written reports are consistent with the requirements of laws, regulations and board policy



Criterion 6                      Personal Characteristics

- Component 6.1    Exhibits self-control, mature behavior and sound judgment.
  - Component 6.2    Maintains an appearance which does not detract from the educational process.
  - Component 6.3    Exhibits proper command and use of language skills, both written and verbal.
  - Component 6.4    Evidences energy and enthusiasm.
  - Component 6.5    Carries through with suggestions for improvement.
  - Component 6.6    Demonstrates loyalty to district philosophy and brings about changes through established procedures.
  - Component 6.7    Develops rapport between student and media personnel.
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4. SPEECH and LANGUAGE PATHOLOGIST

Speech and Language Pathologist will be evaluated based upon the following criteria:

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Criterion 1                      Knowledge and Scholarship In Special Field

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- Component 1.1    Demonstrates a depth and breadth of knowledge of theory and content in the special
- Component 1.2    Relates and applies knowledge to the delivery of his/her services
- Component 1.3    Demonstrates understanding of basic principles of human growth and development
- Component 1.4    Demonstrates knowledge of the content of the total school program

Criterion 2                      Specialized Skills

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- Component 2.1    Demonstrates the ability to plan, conduct and evaluate a speech/hearing program, including formulating goals and objectives
- Component 2.2    Determines the diagnostic needs of a given child related to language, speech and hearing
- Component 2.3    Uses standardized and informal tests and classroom observations to gather assessment data
- Component 2.4    Designs a program for language and/or speech and/or hearing services

Criterion 3                      Management of Special and Technical Environment

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- Component 3.1    Demonstrates the use and an understanding of the limitation and restrictions of assessment devices, materials and procedures
- Component 3.2    Creates an environment, which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations and local school district policies
- Component 3.3    Plans, conducts and modifies an appropriate treatment program for those individuals diagnosed as having language, speech and/or hearing disorders
- Component 3.4    Uses the information of other professional team members in planning more effective remediation for a student

- Component 3.5 Provides adequate follow-up with cases
- Component 3.6 Manages in-district caseload in accordance with the priorities established by district administrators
- Component 3.7 Makes appropriate use of all forms and reports

**Criterion 4                    Involvement in Assisting Pupils, Parents and Educational Personnel**

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- Component 4.1 Demonstrates ability to assist teacher and administrators in integrating specialized information into the regular program
- Component 4.2 Consults with other staff, school personnel, and parent concerning the development, coordination and/or extension of services to students in special programs
- Component 4.3 Plans and develops a support program to serve the preventative and developmental needs of the school populations and the special needs of pupils including behavior modification
- Component 4.4 Has the ability to utilize testing and non-testing data concerning the pupil and to interpret the data to pupil, parent and staff
- Component 4.5 Builds working relationships with students, parents, teachers, administrators and outside agencies
- Component 4.6 Provides inservice and technical assistance as requested by school district administrators
- Component 4.7 Writes reports, which provide parents, staff and administrators with sufficient information to make programming decisions

**Criterion 5                    The SLP as a Professional**

- Component 5.1 Participates in inservice and career development activities appropriate to the area of Specialization
- Component 5.2 Keeps abreast of new developments and ideas in his/her specialized discipline
- Component 5.3 Demonstrates an awareness of personal and professional strengths, needs and limitations
- Component 5.4 Demonstrates awareness of laws, regulations and board policy as they relate to special education
- Component 5.5 Verifies that all written reports are consistent with requirements of laws, regulations and board policies
- Component 5.6 Serves as a resource person in the area of language, speech and hearing skills

**Criterion 6                    Personal Characteristics**

- Component 6.1 Exhibits self-control, mature behavior and sound judgement
- Component 6.2 Maintains an appearance, which does not detract from the educational process
- Component 6.3 Exhibits proper command and use of language skills, both written and verbal
- Component 6.4 Evidences energy and enthusiasm
- Component 6.5 Carries through with suggestions for improvement
- Component 6.6 Prepares reports in a timely fashion, adhering to the requirements of PL 94-142 and WAC 392.171

## APPENDIX D EVALUATION OPTION FORM

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As per Article V, Section F.2

Directions: This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the first ten (10) working days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The form must then be filled out by the employee and returned to that employee's evaluator no later than ten (10) working days following its receipt by the employee.

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

Employee's Building and Assignment: \_\_\_\_\_

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

Comprehensive Evaluation

Focused Evaluation

This employee's evaluator(s) shall be: \_\_\_\_\_

Observers may include: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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I elect the following evaluation option:

Comprehensive Evaluation

Focused Evaluation

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

APPENDIX E OMAK SCHOOL DISTRICT/OMAK EDUCATION ASSOCIATION  
NOTICE TO EMPLOYEE RECEIVING A DISCIPLINARY  
ACTION OR BEING PLACED ON PROBATION

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Employee's Name

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

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

I do not wish to have the Association notified. I understand that the Association will receive no notice from the District of this action. Unless I contact them directly, they will not be informed of this action.

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

---

Signature of the Employee

---

Date

---

Signature of Administrator

---

Date

APPENDIX F            GRIEVANCE FORM

NAME \_\_\_\_\_

DATE \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_

BUILDING \_\_\_\_\_

As per Article Viii, Section E.7

Person to whom grievance is submitted: \_\_\_\_\_

Date grievance occurred: \_\_\_\_\_

Specific contract article, board policy, code, rule, regulation, practice, or health or safety condition violated:

\_\_\_\_\_

Brief description of grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Solutions discussed or tried with immediate supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE: \_\_\_\_\_

Send the original signed grievance to the person with whom the grievance is filed.

Send one (1) copy each to the Superintendent and Association President.

Keep one (1) copy.



APPENDIX G

SUPPLEMENTAL DAYS FOR TEACHER TRANSFER

Teacher Name \_\_\_\_\_ Location \_\_\_\_\_

Date of Request \_\_\_\_\_ Transfer for School Year \_\_\_\_\_

Transferred from \_\_\_\_\_ to \_\_\_\_\_  
 (position/location) (position/location)

As per Article III Section F

<u>B&amp;M Teachers - A maximum of five (5) days will be allowed.</u>		
<u>Elementary (P-5)</u>	<u>Looping</u>	<u>3 days (24 hours)</u>
	<u>New grade level</u>	<u>5 days (40 hours)</u>
<u>Secondary (6-12)</u>	<u>Content area change (made after five (5) days before the end of school year)</u>	<u>2 days (16 hours) per area</u>
<u>District-wide</u>	<u>District-mandated new curriculum</u>	<u>2 days (16 hours)</u>
	<u>New physical location without curricular change initiated by administrator</u>	<u>2 days (16 hours)</u>
<u>WAVA Teachers - A maximum of three (3) days will be allowed.</u>		
<u>WAVA wide</u>	<u>Late assignment change five (5) days prior to the beginning of semester</u>	<u>up to 2 days (16 hours)</u>
<u>WAVA k-8</u>	<u>New grade level</u>	<u>2 days (16 hours)</u>
<u>WAVA wide</u>	<u>Content area change (made after five (5) days before the end of school year)</u>	<u>2 days (16 hours)</u>

Type of Transfer	Activities Requiring Extra Time	Dates Hours Worked	Days Requested
(Additional pages may be attached as needed)		Total Days Requested (not to exceed 5 days or 40 hours)	

My signature indicates approval of the above request for supplemental days.

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

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX H

### SUPPLEMENTAL DAYS FOR TIMELY NOTIFICATION OF RESIGNATION

Name \_\_\_\_\_

Location \_\_\_\_\_ Date of Request \_\_\_\_\_

As per Article VII, Section G

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

Prior to January School Board Meeting-	four (4) days per diem, thirty-two (32) hours
Prior to February School Board Meeting-	three (3) days per diem, twenty-four (24) hours
After February School Board Meeting, but by Friday before spring break-	two(2) days per diem, sixteen (16) hours

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

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

Amounts payable in June after contract renewal date has passed.

Date Worked	Description of Work	Hours Worked
(Additional pages may be attached as needed)	Total Hours Worked	

Signature of Teacher \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Superintendent \_\_\_\_\_ Date \_\_\_\_\_



APPENDIX I

SUPPLEMENTAL DAY(S) FOR TRI-PAY

Teacher Name \_\_\_\_\_

Location \_\_\_\_\_ Date of Request \_\_\_\_\_

As per Article VII, Section B.2.b, c:

Each employee shall be granted eleven (11) supplemental days at per diem beyond their regular pay. Two of the eleven supplemental days will be District-directed prior to the start of school and the remaining nine supplemental days are to be used at the employee’s discretion for additional time, additional responsibilities, and/or incentive beyond the contracted basic education work year and work day. It is the District’s intent that these supplemental days will be converted to the Salary Schedule if possible.

The two (2) District-directed days prior to the start of school will be time sheeted. The remaining nine (9) supplemental days will be submitted as follows; three (3) days each in November, March, and June. These nine days will be claimed by submitting the Supplemental Day(s) for TRI Pay form (Appendix I) by the 5<sup>th</sup> of each month above.

Date Worked	Description of Work	Hours Worked
(Additional pages may be attached as needed)	Total Hours Worked	

\_\_\_\_\_  
Signature of Teacher Date

\_\_\_\_\_  
Signature of Principal Date

\_\_\_\_\_  
Signature of Superintendent Date

