



NEGOTIATED AGREEMENT

– between –

Oak Harbor Education Association

– and –

Oak Harbor School District No. 201

September 2008 through August 2010

– TABLE OF CONTENTS –

<u>Preamble and Duration</u>	1
<u>Article 1.0 – Recognition and Definitions</u>	
1.1 <u>Recognition</u>	2
1.2 <u>Substitutes</u>	2
1.3 <u>Definitions</u>	2
<u>Article 2.0 – Status and Administration of Agreement</u>	
2.1 <u>Ratification and Mutual Consent</u>	5
2.2 <u>Relationship to Existing Policies, Procedures, Practices, Rules and Regulations</u>	5
2.3 <u>Compliance of Agreement</u>	5
2.4 <u>Conformity to Law</u>	5
2.5 <u>Distribution of Agreement</u>	5
2.6 <u>Contract Administration</u>	5
2.7 <u>Appendices</u>	5
2.8 <u>Management Rights</u>	6
2.9 <u>Integration</u>	6
2.10 <u>Contract Waiver Process</u>	6
<u>Article 3.0 – Association Rights</u>	
3.1 <u>Exclusivity</u>	8
3.2 <u>Access and Equipment Use</u>	8
3.3 <u>Membership Communication</u>	8
3.4 <u>Access to Information</u>	8
3.5 <u>Released Time</u>	8
3.6 <u>Committees</u>	8
3.7 <u>Payroll Deductions and Representation Fees</u>	8
3.8 <u>Communication</u>	9
3.9 <u>District Compensation</u>	9
<u>Article 4.0 – Employee Rights</u>	
4.1 <u>Individual Rights</u>	10
4.2 <u>Just Cause</u>	10
4.3 <u>Academic Freedom</u>	11
4.4 <u>Personnel Files</u>	11
4.5 <u>Employee Protection</u>	12
4.6 <u>Student Discipline</u>	12
4.7 <u>Individual Teacher Contract</u>	13

4.8	Extended Contracts	14
4.9	Transfer/Reassignment	14
4.10	Other Payroll Deductions and Automatic Monthly Deposits	15
4.11	Employer Liability for Volunteer Trips	16
4.12	Employees New to the District	16
Article 5.0 – Leaves		
5.1	Illness, Injury and Emergency Leave	17
5.2	Bereavement Leave	17
5.3	Illness, Injury, and Emergency Leave Sharing	18
5.4	Extended Leave	18
5.5	Compensated Temporary Leave From Duty	21
5.6	Other Leave Terms and Conditions	22
5.7	Association Leave	22
Article 6.0 – Salaries, Stipends, and Benefits		
6.1	Employee Salary Schedule	23
6.2	Supplemental Contracts	23
6.3	Optional Days	24
6.4	Special Education Specialist Provider Stipend	24
6.5	Payment for Additional Activities	25
6.6	Reimbursement for Personal Car Use	26
6.7	Out of District Travel for Professional Reasons	26
6.8	Fringe Benefits	26
6.9	Qualification Credits and Experience	27
6.10	Early Notification Benefit	29
Article 7.0 – Other Terms and Conditions of Employment		
7.1	Basic Work Day	30
7.2	Class Size	31
7.3	Admission of New Students	32
7.4	Classroom Visitation	33
7.5	Employee Facilities	33
7.6	Safe Working Conditions	33
7.7	Certificated Staff Reduction Procedures	34
7.8	Nonprofessional Duties	36
7.9	Early Release Days	36
Article 8.0 – Evaluations		

8.1 General	38
8.2 Responsibility for Evaluation	38
8.3 Evaluation Criteria	38
8.4 Required Evaluations	39
8.5 Observation Procedure	39
8.6 Evaluation Procedure	40
8.7 Probation	41
8.8 Conferences	43
Article 9.0 – Grievance Procedure	
9.1 Purpose	44
9.2 Definitions	44
9.3 General Conditions	44
9.4 Procedures	45
9.5 Arbitration	46
9.6 Deviations from Procedure	46
9.7 Exclusion of Certain Matters	46
Article 10.0 – Professional Culture	47

Appendices

1-A First Consideration	
1-B Request for Transfer	
1-C Request for Reassignment	
2-A Salary Schedule for Certificated Instructional Staff	
2-B Base Salary Plus Supplemental Contract	
3 Oak Harbor School District Calendar Guidelines	
4 Grievance Review Request Form	
5 Grievance Response – Immediate Supervisor’s Decision	
6 Grievance Response – Superintendent’s Decision	
7-A Evaluation Criteria & Indicators – Certificated Classroom Teachers	
7-B Evaluation Criteria & Indicators – Certificated Support Personnel	
8 Observation Report	
9 Evaluation Report – Certificated Classroom Teachers	
10 Evaluation Report – Certificated Support Personnel	
11 Contract Waver	

PREAMBLE & DURATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

This Agreement shall be effective as of September 1, 2008, and will continue in effect until August 31, 2010.

The parties will not reopen this agreement until 2010.

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

Each year the school calendar will follow the calendar guidelines in *Appendix 3*. The Association and the District will finalize the calendar prior to February 1 of each year utilizing the contract maintenance process making such adjustments to the formula to which both parties agree.

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

For the Oak Harbor
Education Association

For the Oak Harbor School District
Board of Directors

By _____
President

By _____
President

By _____
Negotiations Committee Chairperson

By _____
Secretary

1 **Article 1.0 – Recognition and Definitions**

2
3 **1.1 Recognition** – The Board hereby recognizes the Association as the sole and exclusive
4 bargaining representative for all certificated personnel under written contract or on leave
5 and substitutes as defined below, unless such positions are principally supervisory or
6 administrative.

7
8 **1.2 Substitutes** – Certificated personnel within the bargaining unit include substitute
9 certificated employees employed by the District for more than thirty (30) days of work
10 within the current school year, or for more than thirty (30) days of work within the
11 immediately preceding school year and who continue to be available for employment as
12 substitutes the following school year; and substitute certificated employees employed by
13 the District for a period in excess of twenty (20) consecutive workdays in the same
14 assignment within the current school year, or for more than twenty (20) consecutive
15 workdays in the same assignment within the immediately preceding year and who
16 continue to be available for employment as substitutes the following school year. Only
17 those portions of this contract enumerated below apply to represented substitutes:
18

19 **1.2.1** [Article 1.0](#), sections 1.1, and 1.2.

20 **1.2.2** [Article 2.0](#), sections 2.1, 2.2, and 2.4 through 2.9.

21 **1.2.3** [Article 3.0](#), sections 3.1 through 3.6, and 3.8. Regarding section 3.7; all except
22 the open period for dues and representation fee deduction shall be limited to
23 September and February. Tax sheltered annuity deductions do not apply for
24 substitutes, but only for employees who are assured monthly salaries throughout
25 the year.
26

27 **1.2.4** [Article 4.0](#), sections 4.1 through 4.6 and section 4.11 only for those substitutes
28 placed on the certificated salary schedule after twenty (20) consecutive days.
29

30 **1.2.5** [Article 5.0](#), sections 5.1 and 5.5 for those substitutes employed twenty (20)
31 consecutive days or more, prorated.
32

33 **1.2.6** [Article 6.0](#), sections 6.1 and 6.5.
34

35 **1.2.7** [Article 7.0](#), sections 7.1, 7.2, and 7.4 through 7.8.
36

37 **1.2.8** [Article 8.0](#), section 8.2.
38

39 **1.2.9** [Article 9.0](#), section 9.1 through 9.7. Provided that represented substitutes are
40 barred from filing grievances over whom the District has chosen to hire for open
41 positions concerning the substance of the decision. Grievances concerning
42 procedure are permissible.
43

44 **1.2.10** [Article 10.0](#)
45

46 **1.3 Definitions** – Unless the context in which they are used clearly requires otherwise, when
47 used in this Agreement apply. Unless the context in which they are used clearly requires
48 otherwise, words used in this agreement denoting gender shall include both the
49 masculine and feminine and words denoting number shall include both the singular and
50 plural.
51

52 “Act” shall mean *Chapter 41.59 RCW*.
53

54 “Agreement” shall mean this contract.
55
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

“**Board**” shall mean the Board of Directors of the Oak Harbor School District No. 201, or its authorized designees.

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

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

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

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

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

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

“**Basic daily rate of pay**” shall mean a particular employee's base contract rate divided by one-hundred-eighty-two (182).

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

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

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

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

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

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

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

The term “**part-time**” teacher or employee or staff shall refer to an employee hired to work on a less than full time, i.e., 1.0 full time equivalent (FTE) basis by the District. An employee shall not be considered part-time if he or she is hired to work full time but for a period of less than an entire contract year. Unless otherwise specified herein, the rights and responsibilities of a part-time employee shall be pro rated on the basis of the employee's full time equivalency. In the case of the supplemental contracts and optional

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

days provided for in sections 6.2 and 6.3 of this Agreement, the part-time employee and his or her supervisor will confer at the beginning of the year with respect to calendaring which additional days will be worked by the part-time employee.

1 **Article 2.0 – Status and Administration of Agreement**

2
3 **2.1 Ratification and Mutual Consent** – This Agreement shall become effective when ratified
4 by the Board and the Association and signed by authorized representatives thereof and
5 may be amended or modified during its term only with mutual consent of the parties.
6

7 This Agreement shall become effective in accordance with the duration clause herein.
8

9 **2.2 Relationship to Existing Policies, Procedures, Practices, Rules, and Regulations** –
10 This Agreement shall supersede any rules, regulations, policies, resolutions, or practices
11 of the District, which are contrary to or inconsistent with its terms to the extent of such
12 inconsistency. Existing rules, regulations, policies, resolutions, or practices of the District,
13 which are not in conflict with this agreement, are not automatically terminated by it.
14

15 **2.3 Compliance of Agreement** – All individual employee contracts shall be subject to and
16 consistent with Washington State law and the terms and conditions of this Agreement.
17 Any individual employee contract hereinafter executed shall expressly provide that it is
18 subject to the terms of this and subsequent Agreements between the Board and the
19 Association. If any individual employee contract contains any language inconsistent with
20 the Agreement, this Agreement during its duration shall be controlling.
21

22 **2.4 Conformity to Law** – If any provision of this Agreement is found to be contrary to law,
23 such provision shall be re-opened for re-negotiation. Said provision shall have affect only
24 to the extent provided by law and all other provisions or applications shall continue in
25 force and effect until agreement is reached.
26

27 **2.5 Distribution of Agreement** – The Association and the District will share equally the
28 costs of printing this Agreement including the costs of clerical time and materials.
29 Following final preparation of this Agreement, the Association shall distribute to all
30 employees copies of this Agreement. All employees new to the District shall be provided
31 a copy of this Agreement by the District.
32

33 **2.6 Contract Administration** – Association representative(s) shall meet with the District
34 Superintendent or his or her designee at least once a month during the school year to
35 review and discuss administration of contractual agreements concerning employees
36 represented by the Association.
37

38 **2.7 Appendices** – The appendices are integral parts of this Agreement and by this reference
39 are incorporated herein and are:
40

41 [APPENDIX 1-A First Consideration](#)

42 [APPENDIX 1-B Request for Transfer](#)

43 [APPENDIX 1-C Request for Reassignment](#)

44 [APPENDIX 2-A Salary Schedule for Certificated Instructional Staff](#)

45 [APPENDIX 2-B Base Salary Plus Supplemental Contract](#)

46 [APPENDIX 3 Oak Harbor School District Calendar Guidelines](#)

47 [APPENDIX 4 Grievance Review Request Form](#)

48 [APPENDIX 5 Grievance Response – Immediate Supervisor's Decision](#)
49
50
51
52
53
54
55
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

[APPENDIX 6 Grievance Response – Superintendent’s Decision](#)

[APPENDIX 7-A Evaluation Criteria & Indicators – Certificated Classroom Teachers](#)

[APPENDIX 7-B Evaluation Criteria & Indicators – Certificated Support Personnel](#)

[APPENDIX 8 Observation Report](#)

[APPENDIX 9 Evaluation Report – Certificated Classroom Teachers](#)

[APPENDIX 10 Evaluation Report – Certificated Support Personnel](#)

[APPENDIX 11 Contract Waiver Request Form](#)

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

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

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

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

2.10.1 Waiver requests must be in writing on Appendix 11 and must include:

- 2.10.1.1** Reference to the specific provision or provisions of the Collective Bargaining Agreement to be waived.
- 2.10.1.2** Clear evidence of joint employee and administration participation in the decision-making process. Waiver requests require a vote in favor by at least two-thirds of employees who are affected by the request.
- 2.10.1.3** Rationale for the waiver.
- 2.10.1.4** Specific timelines and duration for the request.
- 2.10.1.5** Effect of the waiver on other areas of the this Agreement and on employees not voting in favor, if any.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

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

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

1 **Article 3.0 – Association Rights**

2
3 **3.1 Exclusivity** – Rights and privileges afforded the Association and its constituent
4 organizations shall not be granted to other organizations seeking to represent employees
5 represented by the Association.
6

7 **3.2 Access and Equipment Use** – The Association and its representatives shall have the
8 right to use rooms and areas in district buildings, normally used by students or the public,
9 for meetings and to transact Association business, at reasonable times, when such
10 rooms and areas are not otherwise in use, including the right to use district facilities and
11 equipment in such areas when such equipment is not otherwise in use, provided the
12 Association shall reimburse the District for any copying expenses or damage to such
13 rooms, facilities, or equipment arising from such use. If the District incurs extra costs for
14 custodial service because of such use, the Association shall reimburse the District.
15

16 The Association and its representatives shall have access to all buildings and to all
17 employees within the bargaining unit, so long as such access does not interfere with the
18 employees' assigned duties, or violate such employees' right of privacy.
19

20 **3.3 Membership Communication** – The Association shall have the right to post notices of
21 activities and matters of Association concern on the bulletin boards to be provided in
22 each faculty lounge of each building in the District.
23

24 **3.4 Access to Information** – The Association, upon request, shall be entitled to obtain from
25 the District any information necessary to carry out its duty as sole and exclusive
26 representative of all certificated non-supervisory personnel of the District.
27

28 **3.5 Released Time** – Whenever Association representatives are mutually scheduled with the
29 Board's or Administration's representatives to participate in negotiations or grievance
30 hearings during working hours, said representatives shall suffer no loss of pay. The
31 parties agree that negotiations and grievance hearings, in addition to being scheduled
32 during normal school hours, may also be scheduled after normal school hours.
33

34 **3.6 Committees** – If the District determines to form any district-wide committee or citizens'
35 advisory committee, and membership on such a committee is to include an employee,
36 the Association shall have the right to designate at least one employee to serve on such
37 committee.
38

39 **3.7 Payroll Deductions and Representation Fees** – On or before August 25 of each school
40 year, the Association shall give written notice to the District of the dollar amount of
41 individual dues and fees required to be paid by members of the Association which dues
42 and fees are to be deducted in the coming school year under payroll deduction and if
43 necessary, the name of the designated charitable organization as defined herein. The
44 total for these deductions shall not be subject to change during the school year.
45

46 Employees who commence employment after September or terminate employment
47 before June shall have their deductions prorated at one-twelfth (1/12) of the total annual
48 amount for each month the employee is employed. The District agrees to promptly remit
49 directly to the Association or its designee all moneys so deducted, accompanied by a list
50 of employees from whom the deductions have been made. A duplicate list shall be
51 promptly provided the Association as receipt for said transaction. The District shall notify
52 the Association of any changes within thirty (30) days of said list due to employees
53 entering or leaving the employ of the District.
54

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

1 Association at that time, provided the Association or its designee actually received the
2 excessive amount. The District shall furnish the Association with a list of substitutes hired
3 each month, including number of days worked. The Association shall furnish the District
4 with the Assignment of Wages form required for payroll deduction.
5

6 **3.7.1 Membership Deductions** – Within ten (10) days of their commencement of
7 employment, employees who do not currently have deductions for dues and fees
8 made by the District may sign and deliver to the District an *Assignment of Wages*
9 *Form for Membership*, which shall authorize deduction of Association
10 membership dues and fees. Such authorization shall continue in effect from year
11 to year unless a request of revocation is submitted to the District and the
12 Association, signed by the employee, and received between August 1 and
13 August 31, preceding the designated school year for which revocation is to take
14 effect. When applicable during the school year, the Association agrees to provide
15 the District with the names of those employees who have joined the Association
16 and paid dues and fees by means other than through payroll deduction.
17

18 **3.7.2 Representation Fee Deduction** – If an employee fails to sign and deliver an
19 *Assignment of Wages Form for Representation Fee* as described herein or has
20 not revoked previous dues and fees deductions, the District agrees to deduct
21 from the salary of such employee a representation fee in an amount equal to
22 membership dues and fees provided, however, that employees who have joined
23 the Association and paid by means other than payroll deduction, as verified by
24 the monthly Association list, shall not be subject to this deduction.
25 Representation fee deductions shall be handled and transmitted by the District in
26 the same fashion as membership deductions as provided for in this article. The
27 District agrees to remit to the Association, when applicable, a list of employees
28 on behalf of whom representation fee deductions have been made.
29

30 **3.7.3 Charitable Organization Donation** – Any employee claiming objection to
31 payment of dues and fees to the Association based on bonafide religious tenets
32 or teachings shall notify the Association and the District of such objection, in
33 writing, within ten (10) days of commencement of employment. If an employee
34 objects to the payment of a representation fee or agency shop fee, said
35 employee shall pay an amount of money equivalent to regular dues and fees to a
36 bonafide nonreligious charitable organization or other charitable organization
37 pursuant to *RCW 41.59.100*.
38

39 **3.8 Communication** – Nothing in this agreement or District policy shall be construed to limit
40 the right of the Association or individual employees to communicate their views to the
41 Board at reasonable times and places. The Association shall, except in emergency
42 situations, have available to them a copy of the Board meeting agenda, with action items
43 indicated, at least two (2) days prior to the meeting date; provided, nothing herein shall
44 be construed to require the Board to bargain or negotiate with the Association on the
45 agenda.
46

47 The Board shall schedule on the agenda of each public board meeting under “New
48 Business” or other appropriate places on the agenda, matters brought to its attention by
49 the Association.
50

51 **3.9 District Compensation** – The Association shall pay the District an amount equal to the
52 actual cost of such Association activities contained in Article 3.0 and section 5.7. The
53 exact compensation amount shall be adjusted at least annually by mutual agreement
54 between the District Superintendent and the Association President. District billings shall
55 be on a monthly basis unless otherwise determined by the District.
56

1 Article 4.0 – Employee Rights

2
3 4.1 Individual Rights – The private and personal life of an employee is not within the
4 appropriate concern or attention of the Board, except as it affects job performance or may
5 be contrary to *WAC 180-87 (Code of Professional Conduct for Education Practitioners)*.
6

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

10
11 4.2 Just Cause – No employee shall be warned, reprimanded or suspended, without pay, or
12 discharged without just and sufficient cause. The specific grounds forming the basis of
13 such disciplinary action will be made available to the employee and to the Association in
14 writing. This section shall in no way be interpreted to preclude the administrator’s right to
15 discuss, informally, his or her concerns about the employee’s performance and its
16 upgrading.
17

18 Subject to the foregoing, an employee shall be entitled to have a representative of the
19 Association present during any interview that they reasonably believe might lead to
20 disciplinary action. When a request for such representation is made, no action shall be
21 taken with respect to the employee for a reasonable period of time to allow such
22 representative to be present. Further, if disciplinary action is to be taken, the employee
23 shall be advised of the right to representation under this provision of the agreement prior
24 to the action being taken. This paragraph shall not relate to the assignment,
25 reassignment, or frequency of hiring represented substitutes.
26

27 The District agrees to follow a policy of progressive discipline, which normally includes in
28 this order: verbal warning; written reprimand; suspension without pay; and discharge. Any
29 disciplinary action taken against an employee shall be appropriate to the behavior that
30 precipitates said action.
31

32 If a complaint or formal allegation is made against an employee by any parent, student,
33 or other person, the District shall have five (5) days within which to determine whether the
34 matter warrants formal investigation and could lead to disciplinary action. If an affirmative
35 determination is made the employee will be notified in writing regarding the general
36 nature of the misconduct alleged and the identity of the complainant; or that it is
37 anonymous or unattributed, and of other involved individuals, within this five (5) days.
38 Notice of like matters that do not originate in a complaint or formal allegation will be
39 provided in this same way and within this same five (5) day period. The District may
40 conduct a preliminary inquiry into the matter within the five day period, prior to notifying
41 the employee, in determining whether the matter warrants investigation and could lead to
42 discipline. No disciplinary action will be imposed on the basis of anonymous or
43 unattributed complaints.
44

45 The parties affirm that it is desirable to have complaints against employees addressed
46 and where possible resolved at the lowest possible level, directly between the
47 complainant and the employee. To this end, the District will encourage complainants to
48 take up their complaints directly with the employee complained of, where this option is
49 considered safe. Where the complainant is another district employee, the parties will be
50 given the opportunity to participate in mediation for the purpose of resolving the
51 complaint.
52

53 If, in the course of an investigation, employees are interviewed as part of that
54 investigation, a written summary of the information gathered will be provided to the
55 employee upon request in order to verify the accuracy of the information, make
56 corrections, or attach comments for clarification. The employee will be provided the

1 opportunity to sign this summary verifying its accuracy and content.

2

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

12

13 **4.3 Academic Freedom** – Academic freedom shall be guaranteed to all employees.

14

15 Employees shall be guaranteed professional freedom in classroom presentations and
16 discussions and may allow discussion on political, religious, or otherwise controversial
17 material provided this is done on an informative basis only and is reasonably within the
18 course content as contained in the district adopted learning goals and objectives.

19

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

26

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

29

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

33

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

36

37 **4.4 Personnel Files** – For the purpose of this section, the term “personnel file” refers to the
38 District’s official file for each employee, which is kept at the District’s main office. The
39 term “working file” refers to an evaluator’s file, which is kept at a work site.

40

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

43

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

49

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

54

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

With the exception of evaluation reports, all derogatory information and information forming the basis for any reprimand, warning, discipline, or adverse effect shall be removed from the personnel file after three (3) years from the date of entry and from the working file after one (1) year from date of entry. However, if other such instances occur during the respective time periods, this timeline will begin from the latest entry. This paragraph shall not be construed as applying to any information required to be retained by *RCW 28A.400.301*. For the purposes of this paragraph, Appendix 8 shall be considered an evaluation report for those employees on short form evaluation for whom the evaluator elects to utilize subsection 8.6.2.1.

Electronic drafts of appendices 8, 9, and/or 10 are excluded from the operation of this section.

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

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

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

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

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

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

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

Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee’s immediate supervision may be

1 excluded from his or her individual classroom and instructional or activity area for all or
2 any portion of the balance of the school day or until the Principal or his or her designee
3 and the employee have conferred, whichever occurs first. Provided that except in
4 emergency circumstances, the employee shall have first attempted at least one or more
5 alternative forms of corrective action: Provided further that in no event without the
6 consent of the employee shall an excluded student be returned during the balance of that
7 class or activity period. At the employee's request, the employee and the parent shall be
8 notified in writing regarding resolution of the specific discipline problem.
9

10 It is recognized that the procedural rights and protections afforded to special education
11 students may, in some instances, supersede the rights of employees relating to student
12 discipline provided for herein.
13

14 Each building administrator shall provide for and designate a location and a person(s) in
15 each building where a student excluded from class will report.
16

17 If an employee's recommendation regarding discipline is not applied; or if an employee's
18 imposed discipline is overturned or modified by an administrator over the objection of the
19 employee; or if the employee feels that the discipline applied by an administrator is not
20 appropriate to the situation or individual involved, the administrator will, at the employee's
21 request, meet with employee and discuss such actions.
22

23 No action shall be taken regarding the reassignment of students to a new or different
24 class(es) as the result of complaints or allegations made about the employee's
25 professional practices, instructional techniques, or discipline procedures without first
26 conferring with the affected employee about the student's reassignment.
27

28 All staff will work cooperatively toward consistent enforcement of proper student behavior
29 throughout each school as well as within each classroom.
30

31 Teachers will maintain good order appropriate to the activity in their classrooms, hold
32 students to strict accountability while in school for any disorderly conduct while under
33 their supervision, and give careful attention to the maintenance of a healthful atmosphere
34 in the classroom.
35

36 An employee may use such force as is necessary to protect him or herself, fellow
37 employees, or students from attack, physical abuse, or injury.
38

39 **4.7 Individual Employee Contract** – The District shall provide each employee a contract
40 with all assignments indicated therein and in conformity with Washington State Law,
41 State Board of Education regulations, and district policies, procedures, and agreements.
42

43 **4.7.1 Copies of Contract** – Three (3) copies of a contract shall be given to the
44 employee each year for signature. The contract date of issue will be determined
45 by the District and shall be signed and returned within five (5) days of receipt.
46 One (1) copy is retained by that employee at the time it is signed. Two (2) copies
47 are forwarded to the District Office to be signed. One (1) of these copies is then
48 placed in the employee's personnel file and the second copy returned to the
49 employee.
50

51 **4.7.2 Release from Contract** – An employee under contract for the ensuing school
52 year shall be released from obligations of the contract upon request under the
53 following conditions:
54

55 **4.7.2.1** A letter of resignation must be submitted to the Superintendent.
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

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

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

4.7.3 Length of Contract – The length of the regular employee contract shall be one-hundred-eighty-two (182) days in total inclusive of two Learning Improvement Days (LID). Any extension of contracted days by the District shall be computed on 1/182 full per diem of the employee's contracted rate of pay, unless mutually agreed to the contrary by the employee, the Association, and the District. Therefore, all extensions of the contract will be paid and reported on supplemental contracts. LID days shall be consistent with funding by the Washington State Legislature.

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

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

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

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

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

In the determination of assignments and transfers, the convenience and the work of the employee should be considered to the extent that these considerations do not conflict with the needs of the District. The District will endeavor to exempt provisional employees from involuntary transfer. Additionally, the District will endeavor to involuntarily transfer the same employee no more than once every three years. Prior to implementing an

1 involuntary transfer, the District will first seek volunteers at the building site. In making an
2 involuntary transfer, seniority and qualifications will be considered by the District. In the
3 event the District determines an involuntary transfer/reassignment of any employee to a
4 different room, to a different grade level in the same room, or to a different building is
5 necessary after the teacher workday at the beginning of a school year, the District will
6 make available a substitute for one day to free the employee to accomplish the move or,
7 if the District determines that it is necessary to complete this reassignment or transfer
8 during a non-contracted day, said employee will be reimbursed for one day at their daily
9 rate of pay.

10
11 When a situation requires the move of an entire building to a different location, the District
12 will contribute the equivalent of two days per diem pay per FTE to a pool of days
13 available to compensate employees for the time required to make such a move. Moving
14 days will be distributed according to needs as established at the building level. Such
15 moves will not be scheduled within the student year except as mutually agreed otherwise.

16
17 District property lost or damaged during the relocation of a building will be considered for
18 replacement or repair by the District on a case-by-case basis. Employees are obligated to
19 report loss or damage within ten (10) working days of the completion of the relocation.

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

25
26 Employees who have a pending request for transfer or reassignment shall be given first
27 consideration for positions that are vacant according to the procedure in *Appendix 1-A*.

28
29 To assure that employees are made aware of any vacancies or newly created positions
30 which occur at any time within the District, all vacancies and new positions shall be
31 publicized to the staff through normal staff communications including posting on the
32 central office bulletin board and, during the school year, by publishing the position
33 vacancy or new position in the staff bulletin.

34
35 The District will attempt to have all new or recently vacated positions posted to staff by
36 summer dismissal. During June, July, and August, employees who have expressed
37 special interest, in writing to the District by June 1 of each school year, will be sent
38 postings from the district's Human Resources Office for similar positions requested. All
39 vacancy announcements will be sent to the unit president during June, July, and August.

40
41 **4.10 Other Payroll Deductions and Automatic Monthly Deposits** – All employees' salaries
42 are subject to the following payroll deductions:

43
44 Withholding tax;
45 FICA (OASI);
46 dues and representation fees pursuant to Article 3.0 and section 3.7;
47 industrial insurance deduction;
48 state teachers' retirement system; and
49 absences not provided for by leaves, computed at the employee's basic daily rate of
50 pay.

51
52 And within the capability of the district's Business Office, deductions authorized by the
53 employee for:

54
55 additional withholding tax;
56 medical or dental premiums not paid by the District for plans authorized by section

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

6.8;
WEA salary insurance;
tax-sheltered annuities; and
charitable deductions, such as United Way, with priority given to those that must be
deducted from an employee's pay to qualify for federal tax deductions.

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

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

4.12 Employees New to the District – Employees new to the District shall be paid per diem
of their daily rate for all days required by the District to be worked prior to the first
contracted day.

1 Article 5.0 – Leaves

2
3 5.1 Illness, Injury, and Emergency Leave – Twelve (12) days of illness, injury, and
4 emergency leave shall be granted each year to all full-time employees for illness, injury,
5 and emergencies. Employees whose employment is terminated prior to the end of the
6 contract year shall earn illness, injury, and emergency leave prorated proportionally. The
7 length of illness, injury, and emergency leave for the first year for employees starting their
8 term of service after the beginning of the year shall be prorated according to the months
9 remaining in the year. Illness, injury, and emergency leave shall be accumulated to the
10 maximum allowed by state law.

11
12 In general, emergency leave is provided to cover absences from work for reasons that
13 are unforeseen and beyond the control of the individual, i.e., serious illness within the
14 immediate family or a close personal friend. All leave under this provision must have prior
15 approval of the Superintendent or his or her designee. However, it is recognized that, in
16 some cases, time may not permit prior approval. If a precedent has not been established,
17 these cases will be evaluated upon the employee's return.

18
19 An employee who will be absent for the day must notify the District at least one (1) hour
20 before school starts. While on illness, injury, and emergency leave, the employee shall
21 notify the Principal of his or her intention for the next day as soon as possible, preferably
22 before school is out in the afternoon. Principals may deviate from the above procedure if
23 they feel a different method works best for their situation. Failure to comply with the
24 reporting method outlined may result in loss of pay, especially if the Principal does not
25 receive sufficient notice and a substitute has been called for duty. Deductions for salary
26 purposes and illness, injury, and emergency leave time will be based on one-half (1/2)
27 and full days only. A report of absence is to be completed for each absence, regardless
28 of the reason. This report is to be signed by the employee involved and his or her
29 immediate supervisor. A statement from the health care provider may be required when
30 an employee is out on illness, injury, or emergency leave.

31
32 **5.1.1 Maternity Leave** – Temporary disability leave will be granted for pregnancy. An
33 employee requesting maternity leave shall give written notice to the District as far
34 in advance as possible and at least thirty (30) days prior to commencement of
35 leave. The request for leave should include the anticipated date of birth; the
36 estimated date leave is to begin; and the estimated date of return from leave.

37
38 The employee may continue to work until, in the judgment of her physician, her
39 work or her health, will be impaired by her condition.

40
41 Illness, injury, and emergency leave shall be granted for maternity, if the
42 employee is eligible for such, for the time that her health care provider certifies
43 that she is unable to perform her normal duties as an employee because of
44 her health or disability.

45
46 Employees may use maternity leave in conjunction with unpaid infant care leave
47 as provided for in section 5.4.1.

48
49 5.2 Bereavement Leave – Employees shall use discretion in accessing bereavement leave.
50 Bereavement leave shall not be accumulated and shall not be taken from sick leave. The
51 District shall allow certificated employees up to five (5) days per occurrence of paid
52 bereavement leave in the event of death of members of the household, spouse, siblings,
53 parents, children (or anyone having the position of child, parent, or sibling who at one
54 time resided in the same household), grandparents, grandchildren, foster children,
55 mother or father-in-law, and son or daughter-in-law. The District shall allow up to three (3)
56 days per occurrence of paid bereavement leave up to a total of six (6) days per year for

1 aunts, uncles, siblings in law, and anyone having the position of child, parent, or sibling
2 who are not included in the five (5) day provision, or to attend the funeral of a close
3 personal friend. Under extenuating circumstances up to five (5) days per occurrence of
4 additional leave may be taken from emergency leave. Additional time may be granted at
5 the discretion of the Superintendent.
6

7 **5.3 Illness, Injury, and Emergency Leave Sharing** – Employees may donate illness, injury,
8 and emergency leave to another employee subject to the following:
9

10 The donating employee must have an accrued illness, injury, and emergency leave
11 balance of more than twenty-two (22) days.
12

13 The donating employee cannot request a transfer that would result in his or her illness,
14 injury, and emergency leave account going below twenty-two (22) days.
15

16 An employee who receives leave under this section will retain his or her status as a
17 district employee. An employee who receives leave under this section in excess of what
18 is immediately used may be permitted to retain the donated leave until the District
19 determines that the donated leave is no longer needed, or will not be needed at a future
20 time, in connection with the illness or injury for which it was originally transferred.
21

22 **5.4 Extended Leave**
23

24 **5.4.1 Leave Without Pay, but with Job Security** – Upon timely return from leaves in
25 this section, the employee shall be placed in the same position subject to
26 necessary transfers. Leaves extended beyond one year require placement only
27 in a similar position.
28

29 Employees on one-year leave must notify the District in writing by December 1 of
30 their leave year of their intention to return for the following school year. Failure to
31 do so terminates employment.
32

33 **5.4.1.1 Family Leave** – This leave shall be granted in compliance with Federal
34 and State law and shall include absence without pay but up to twelve
35 weeks paid medical benefits to qualified employees.
36

37 **5.4.1.2 Professional** – Upon the Board's approval, a leave will be granted for
38 employees who have completed one (1) year with the District to enable
39 the employee to professionally improve.
40

41 **5.4.1.3 Infant Care** – Leave shall be granted to any employee for early infant
42 care provided the District receives the application for infant care leave
43 forty-five (45) days prior to the estimated date of the commencement of
44 the leave. Such leave may be granted for up to one (1) calendar year
45 and may be extended at the discretion of the Superintendent or his or
46 her designee/designee.
47

48 **5.4.1.4 Adoption** – An employee adopting a child shall be granted leave
49 without pay for a period up to one (1) calendar year.
50

51 **5.4.1.5 Extended Illness** – Leave shall be granted for extended illness for a
52 period of up to one (1) calendar year. A written application for such
53 leave must be accompanied by a statement from the employee's
54 health care provider indicating the nature of the illness and definitely
55 recommending that the employee be relieved of duty.
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

5.4.1.6 Association Leave – Upon request of the Association, one (1) employee shall be granted leave up to one (1) school year to engage in state (WEA) business or national (NEA) Association business.

5.4.1.7 One Year Leave – Leave shall be granted for personal reasons for a period of one (1) year. The applicant must have a total of ten (10) years of experience in Oak Harbor School District. A written application for such leave must be submitted to the District by April 15 of the year prior to the school term for which leave is being requested. Leave will be limited to one (1) leave per employee every ten (10) years non-accumulative.

5.4.1.8 Short-Term Leave – Upon approval of the Superintendent or his or her designee/designee, an employee shall be granted short-term leave without pay for up to ten (10) working days.

5.4.1.9 Public Office Leave – The District shall grant leave to an employee who has been elected to governmental office. Such leave shall be for a minimum of forty-five (45) consecutive days and a maximum of the elected term of his or her service in the elected office. The employee shall retain seniority while on public office leave. Upon his or her return, the employee will be placed in the same or similar position for leaves of more than one year. This leave may be extended or modified at the discretion of the Superintendent or his or her designee/designee.

5.4.2 Leave With Compensation and Security

5.4.2.1 Sabbatical Leave – Upon Board approval and under such terms as the Board designates, leave with partial compensation granted for travel or further study for the professional improvement of employees may be granted in accordance with the following guidelines:

5.4.2.1.1 Eligibility – The applicant must have a total of five (5) years of experience in the District. A proposed itinerary must be filed with the application.

5.4.2.1.2 Application for Leave – Applications should be submitted, in writing, on or before December 1 but not later than February 15 of the year prior to the school year for which leave is being requested. The number of employees on leave shall not exceed two-percent (2%) of the total certificated staff of the District and will be limited to one (1) leave per employee every five (5) years. All applications for sabbatical leave will be reviewed by a committee made up of two (2) employees appointed by the Association and two (2) Administrators. This committee will report to the Superintendent and recommend approval or disapproval of the applications reviewed. The final decision whether or not to grant the leave request rests with the Board. Employees who apply for such leave will be notified of Board approval or disapproval no later than April 5.

5.4.2.1.3 Compensation During Leave – Compensation shall be at the rate of fifty-percent (50%) of the employee's basic salary for the year during which leave is to occur. If an applicant receives a financial grant in aid which is less than his or her

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

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

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

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

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

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

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

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

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

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

1 **5.5 Compensated Temporary Leave from Duty**
2

3 **5.5.1 Public Service Leave** – Upon prior approval by the Superintendent or his or her
4 designee/designee, leave with pay for public service shall be granted. Public
5 service is defined as:
6

7 **5.5.2 Jury Duty** – When an employee serves on jury duty, a leave will be granted at
8 full pay for each day such jury duty requires. The employee will reimburse the
9 District with any fees or payment received for such duty.
10

11 **5.5.3 Appearance in Court** – Appearance in court or under subpoena as a witness in
12 an action to which neither the employee nor the Association is a party, unless
13 subpoenaed by the District.
14

15 **5.5.4 Military Training Duty** – To maintain reserve status, not to exceed two (2)
16 weeks per year and then only if reserve training cannot be scheduled during the
17 employee's non-contracted days.
18

19 **5.5.5 Conference or Seminar Leave** – Upon prior approval by the Board or its
20 designee, leaves may be granted to employees to attend meetings, conferences,
21 symposiums, and seminars at which concerns vital or useful to education are the
22 subject of discussion. Employees on such leave shall receive their basic salary,
23 less the cost of a substitute. Necessary expenses shall be paid by the employees
24 or outside agency. When the employee is specifically designated as the District
25 representative to such meeting, the employee's expenses, including substitute
26 costs, shall also be paid by the District.
27

28 **5.5.6 Annual Leave** – Up to two (2) days annual leave, with pay, may be granted to
29 each employee each year. Employees may carry over up to two (2) annual leave
30 days not to exceed a total of four (4) annual leave days in any one year.
31 Application for annual leave shall be processed in advance using the Certificated
32 Staff Attendance Form. The employee shall give notice for such leave, identifying
33 it as annual leave, to the Principal or immediate supervisor forty-eight (48) hours
34 in advance of taking said leave. In situations when advance notification cannot
35 be given, the Principal or immediate supervisor shall be notified as soon as
36 possible.
37

38 Annual leave shall be granted for family and personal reasons.
39

40 Annual leave may not be used during the first or last two (2) instructional days of
41 the school year or during parent-teacher conferences. Provided that certificated
42 employees whose work assignments do not normally require them to conduct
43 parent-teacher conferences may use annual leave during parent-teacher
44 conferences with prior approval of their supervisor. No more than two (2)
45 consecutive annual leave days may be taken at any one time. Further, no more
46 than one (1) annual leave day each may be taken connected to the Christmas
47 and spring break holidays. No more than six-percent (6%) of the employees in
48 any school building or three-percent (3%) of the total work force of the District
49 shall be granted annual leave on any one (1) instructional day. In cases where
50 more than the percents allowed apply for annual leave, leave shall be granted on
51 the basis of order of application.
52

53 Annual leave may be exchanged for additional optional days, at the rate of one
54 (1) annual leave day for one (1) day, per diem. The use of optional days is
55 governed by Article 6, section 3 of this Agreement.
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

Unused annual leave days may be cashed out at the end of the school year at the rate of three-fourths (3/4) per diem rate per annual leave day not to exceed a cash out of two (2) days in any one year. The additional compensation will be paid no later than the August paycheck.

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

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

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

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

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

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

1 Article 6.0 – Salaries, Stipends, and Benefits

2
3 6.1 Employee Salary Schedule

4
5 **6.1.1 Maximum Allowable Compensation** – The salary schedules in effect for the
6 duration of this Agreement will reflect the maximum allowed by the State while
7 allowing the District to comply with state compensation laws.

8
9 **6.1.2 Substitutes' Salaries** – Represented substitutes shall be paid seventy-five
10 percent (75%) of the daily rate of the base of the certificated salary schedule.
11 When a substitute works in the same assignment for twenty (20) consecutive
12 days, commencing on the twenty-first (21) day of that assignment, the substitute
13 will be paid consistent with placement on the regular salary schedule for the
14 duration of that assignment.

15
16 6.2 Supplemental Contracts

17
18 Each employee shall receive a supplemental contract, in addition to their base
19 employment contract, providing compensation for supplemental time, responsibilities,
20 and/or as an incentive consistent with the following:

21
22 The first workday of the school year shall be a supplemental day and shall be a non-
23 student day and shall be used as a “start-up” day. Its use shall be determined by the
24 District and/or individual school buildings or work-sites. The second supplemental day, or
25 an equivalent number of hours, shall be used to attend building meetings beyond the
26 workday. Principals will work with the staff in their respective school buildings or work-
27 sites to establish its usage.

28
29 The District and Association agree and affirm the following beliefs: (a) that the success of
30 the District is dependent on the hiring and retaining of the highest quality employees; (b)
31 that providing a quality education for students requires from employees a commitment to
32 the profession beyond the base contract, normal workday hours and school year; (c) that
33 state law allows additional compensation for additional time, additional responsibilities or
34 incentives (TRI); fourth, that the additional commitment required of the District's
35 employees cannot be accurately measured in hours or days; and fifth and finally, that the
36 time necessary to fulfill any one employee's responsibilities may vary from that of another
37 employee as determined by the individual's own professional judgment.

38
39 In consideration of the foregoing, and subject to the maintenance of State and Federal
40 funding¹, the District agrees to provide each employee a responsibility stipend in an
41 amount equivalent to ten and one half (10.5) days at the employee's per diem rate of pay.
42 Beginning September 1, 2009, and subject to this same contingency, this stipend will
43 increase by the equivalent of three (3) additional days at per diem rates to the equivalent
44 of a total of thirteen-&-one-half (13.5) days. Provided that beginning in year two (2),
45 school year 2009-2010 of this agreement, two (2) of these days of this responsibility
46 stipend shall be suspended in the event of a double levy loss by the District pending
47 passage and first collection of a new levy by the District.

48
49
50
51
52 _____
53 1. The District's obligation to provide fifty-two percent (52%) of this responsibility stipend (the
54 equivalent of four out of 7.5 days) is contingent on current levels (as of 9/1/2003) of State and
55 Federal funding. If significant reductions from then current levels of State or Federal funding
56 occur, the parties agree to immediately reopen this specific provision regarding this portion of the
responsibility stipend.

1 **6.3 Optional Days**

2
3 **6.3.1 Supplemental Professional Development Time (SPDT)** – Beginning
4 September 1, 2008, in consideration for employees' participation in a variety of
5 professional development opportunities beyond the contracted work year and
6 supplemental assignments, each employee shall be eligible to receive up to the
7 equivalent of three-&-one-half (3.5) days of compensation at the employee's per
8 diem rate of pay. Beginning September 1, 2009, each employee shall be entitled
9 to receive the equivalent of two-&-one-half (2.5) days) of compensation at their
10 per diem rate of pay.

11
12 The District shall compile a menu of professional development offerings to be
13 available locally, to include curriculum-based staff development, professional
14 enhancement and growth, and building-based programs. Supplemental
15 Professional Development Time will be verified by the presenter/designee and
16 Principal/program leader. Supplemental Professional Development Time may be
17 used for employee-initiated District approved activities.

18
19 Employees participating in the Professional Growth Option Track may utilize
20 three (3) days release time to complete Professional Growth Option activities in
21 addition to their Supplemental Professional Development Time as provided for in
22 this section. (See section 8.6.2)

23
24 **6.3.2 Staff Development Day** – For the term of this agreement only, the District will
25 fund at least one Staff Development Day (SDD) for each year of this agreement
26 to be scheduled by the District on Columbus Day. This day is contingent on
27 continued state support of staff development funds at current levels. Further, if
28 the funding level for state funded staff development increases, the District
29 commits to at least proportional increases in staff development days in the
30 Student Achievement Act (SAA) Fund Plan in consultation with the Association.

31
32 Employees shall have access to leave on this staff development day as provided
33 for in Article 5.0.

34
35 **6.4 Special Education Specialist Provider Stipend** – The District will pay its current and
36 prospective Occupational Therapists, Physical Therapists, and Speech-Language
37 Pathologists a specialist provider stipend of five-hundred-dollars (\$500.00) per year.
38 Provided that those employees are employed by the District to work in those positions
39 and are providing those professional diagnostic, therapeutic, and other services implied
40 by their credentials for the District during the school year in which the stipend is paid
41 them. Further provided that this payment is contingent upon verification and
42 documentation of these employees' credentials as follows:

43
44 **6.4.1 For Occupational Therapists** – The employee must be a registered and
45 licensed Occupational Therapist (OTR/L). That is; be a registered as a
46 Occupational Therapist by the National Board for Certification in Occupational
47 Therapy (NBCOT) and shall also be in possession of a current license in good
48 standing to practice as an Occupational Therapist granted by the State of
49 Washington.

50
51 **6.4.2 For Physical Therapists** – The employee must be a licensed Physical Therapist
52 (PT). That is; have graduated from a physical therapy curriculum approved by the
53 American Physical Therapy Association or by the Council on Medical Education
54 and Hospitals of the American Medical Association and the American Physical
55 Therapy Association and also be in possession of a current license in good
56 standing to practice as a Physical Therapist granted by the State of Washington.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

6.4.3 For Speech-Language Pathologists – The employee must be a nationally certificated Speech-Language-Pathologist (CCC-SLP). That is; have graduated from a speech-language pathology curriculum culminating in a masters degree in speech-language-pathology, or the equivalent, and also be in possession of a Certificate of Clinical Competence in Speech-Language-Pathology in good standing granted by the American Speech-Language-Hearing Association.

6.5 Payment for Additional Activities

6.5.1 The District maintains the right to set payment amounts for voluntary activities beyond the one-hundred-and-eighty-two (182) day contract year and in addition to the supplemental days contained in this agreement.

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

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

6.5.4 The District will pay a preparation and planning payment (PPP) of forty-dollars (\$40) per occurrence, twenty-dollars (\$20) to those substitutes who have been serving more than twenty (20) days in the same assignment, to employees who, at the District’s request, provide substitute coverage during contractually guaranteed planning time.

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

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

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

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

6.7 Out of District Travel for Professional Reasons – Out of district travel for professional reasons may be allowed as follows:

6.7.1 Prior Approval for Travel – Request for approved travel must be presented to the Principal or immediate supervisor at least one (1) week prior to the date of the requested absence. All travel requests must have the approval of the District

1 Superintendent or his or her designee. Request forms are to be submitted to the
2 District office. After final action has been taken, copies will be returned to the
3 administrator and employee.

4
5 When limitations become necessary, first consideration will be given to faculty
6 members who have had the least number of out of district trips. A rotating system
7 of selection may be set up by the Principals or immediate supervisors.
8

9 **6.7.2 Reimbursement**

10 **6.7.2.1 Mileage** – Approved trips by automobile will be paid for at the rate
11 prescribed for other state employees of OSPI.

12
13 If authorized to travel by public conveyance, the most economical
14 method is to be used.
15

16 **6.7.2.2 Miscellaneous Expenses** – Registration fees will be allowed but are
17 not to include dues or membership fees. Professional dues and
18 membership fees are individual responsibilities. Banquets and
19 luncheons should be included under itemized per diem expenses if not
20 included in registration fees.
21

22
23 Parking lot and ferryboat charges are allowable expenses.

24
25 A taxicab will be allowed if travel is by authorized public carrier.
26

27
28 Reasonable gratuities are an allowable expense item.

29 **6.8 Fringe Benefits** – The District shall provide insurance premium payments according to
30 the following formula: The state funded amount per month less the health care authority
31 carve out. In addition, the District will contribute \$30 per month per FTE to the insurance
32 benefit pool per 6.8.2.2 for the term of this agreement. The District and the Association
33 will jointly make decisions affecting fringe benefits. These decisions shall be made by a
34 permanent Health Insurance Benefits Committee comprised of two representatives of the
35 Association, two representatives of the Public School Employees' Association (PSE), one
36 representative of the Oak Harbor Building Administrators Association (OHBA), and two
37 administrative designees.
38

39 **6.8.1** Employees less than 1.0 FTE will receive a pro rata share, i.e., their percentage
40 of FTE, of the maximum contribution.
41

42 **6.8.2** The monthly insurance allocation will be used to fund the programs approved by
43 the Health Insurance Benefits Committee.
44

45 Annual enrollment for such programs shall occur during the first thirty (30) days
46 of each school year. New employees shall complete enrollment in approved
47 programs within the time specified by the insuring company.
48

49 The intent of the parties is to provide the maximum insurance contribution
50 allowable by law to the employee pool to be distributed among members of the
51 bargaining unit. To gain maximum utilization of the total allowable state insurance
52 contribution for employees covered by this Agreement, the District agrees that it
53 will contribute the maximum allowable to an insurance pool to be distributed
54 equally, pro rata among employees who do not generate sufficient monies to
55 cover the full cost of their basic coverage.
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

- 6.8.2.1** From the dollar amount available to each employee, the cost of the approved dental, vision, and long term disability insurance plans shall be deducted first, with the remaining monies available for application to other approved group insurance programs in accordance with state law.
- 6.8.2.2** To provide maximum utilization of the insurance appropriation for employees, the District agrees to accumulate any unused benefit monies in a pool which shall be distributed on a monthly basis to reduce or eliminate payroll deduction for approved employee medical insurance plans. The District will distribute pool monies effective the November pay period and be readjusted effective the March pay period. Upon request, the District will provide the Association President with a report regarding employee usage of pooled funds.
- 6.8.2.3** After pooled funds have been used to fund basic benefits defined in previous subsections of this Article, if there are funds remaining in the pool, these funds will be divided equally. Employees less than 1.0 FTE will receive a pro rata share. These pool funds may be used to purchase salary insurance and National Insurance Company life insurance, WEA endorsed.
- 6.8.2.4** In addition, any employee may participate in any other approved optional programs; however, all premiums will be paid from payroll deductions. These premiums/payroll deductions will not be included in any pooling calculations.
- 6.8.2.5** Employees may elect a "Section 125 plan" as part of their benefit package.

6.8.3 Married couples or domestic partners who are both members of the bargaining unit as defined in Section 1.1 may pool their health insurance benefits.

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

- 6.9.1** Eligible academic credits must meet the following requirements:
 - 6.9.1.1** Earned on or before October 1 of the school year.
 - 6.9.1.2** Earned after the employee's first bachelor's degree.
 - 6.9.1.3** Earned from an accredited college or university. Community college credits must be applicable to a bachelor's or more advanced degree program.
 - 6.9.1.4** Verification of credits is an employee responsibility and must be submitted to the district personnel office on or before October 1 of the applicable school year. Verification must be by official transcript or letter from the institution. Grade cards are not acceptable as permanent verification. Grade cards will be accepted between September 24 and September 30 in order to extend the October 1 deadline to October 15.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

6.9.1.5 College and clock hour credits applicable for advancement to the Bachelors+135 column in Appendix 2 must be earned prior to January 1, 1992.

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

6.9.2 Eligible continuing education clock-hour credits must qualify as such and are defined in *WAC 308-124A-600* and are further defined as follows:

6.9.2.1 Credits earned after August 31, 1987.

6.9.2.2 Credits earned on or before October 1 of that school year.

6.9.2.3 Credits are not counted as eligible college/university academic credits.

6.9.2.4 Verification is the employee responsibility and must be documented in writing via a continuing education clock-hour form signed by the training provider or transcript from the training provider. Verification must be submitted to the District's Human Resources Office by October 1 of that school year.

6.9.2.5 Clock-hour credits are applicable when earned after a member earns his or her highest degree.

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

6.9.3.1 Experience includes contracted and/or substitute employment.

6.9.3.2 Experience in Peace Corps, VISTA, Sabbatical Leave which interrupted professional employment.

6.9.3.3 Part-time experience (substituting, partial-year employment) will be calculated by counting hours and/or days and converting to full-time equivalency based on a 182 day work year. Fractional years will be calculated to the tenth and rounded up or down to the nearest whole year.

6.9.3.4 Credit will not be granted for such experience until verified in writing by the previous employer. It is the employee's responsibility to verify such experience.

6.9.3.5 Verified experience must be received by October 1 of that school year to be applicable for credit that school year. New staff hired after August 1 for the ensuing school year will be given sixty (60) days from date of district commitment to hire to furnish verification of experience.

6.9.4 **Special Education Specialist Provider Clinical Experience** – In recognition of an acute shortage of qualified candidates for the District's specialist positions of Occupational Therapist (OT), Physical Therapist (PT), and Speech-Language

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

Pathologist (SLP), and as a incentive to attract and retain qualified staff for those positions, the District will offer its current and prospective OT's, PT's, and SLP's a supplemental incentive payment which will be calculated to compensate the employee for his or her similar work experience in a clinical setting, at a level that, combined with their base contract salary will equate to the salary that they would receive if this clinical experience was recognized by the State of Washington in accordance with *WAC 392-121-264* for placement on Appendix 2. This incentive payment is contingent upon the employee's provision of reasonable documentation of clinical work experience to the District prior to October 1 of that school year.

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

- 6.10.1** By December 1 up to four (4) days per diem;
- 6.10.2** By January 1 seventy-five percent (75%) of up to four (4) days per diem;
- 6.10.3** February 1 fifty percent (50%) of up to four (4) days per diem.

1 Article 7.0 – Other Terms and Conditions of Employment

2
3 7.1 Basic Work Day – Employees shall begin their workday at least thirty (30) minutes
4 before the students' school day begins and continue for seven-and-one-half (7.5) hours.
5 Provided that the thirty (30) minute before and after school, previously also known as
6 "pupil and patron" time, may be flexed between morning and afternoon by mutual
7 agreement between the employee and his or her supervisor. Employees' assigned
8 classroom time shall not exceed one-thousand-five-hundred (1,500) minutes per week.
9 Employees shall also have a thirty (30) minute duty free lunch time.

10
11 **7.1.1** High school teachers shall have at least fifty (50) continuous minutes and middle
12 school teachers shall have at least forty-five (45) continuous minutes of
13 preparation and planning time during each work day.

14
15 **7.1.2** Elementary teachers shall have at least two-hundred-and-sixty (260) minutes of
16 preparation and planning time per normal week, two-hundred-and-ten (210)
17 minutes of which shall be within the regular student instructional day. Preparation
18 and planning time shall be modified on weeks with fewer than five student days.
19 Employees may use for preparation and planning all time during which their
20 classes are receiving instruction from various specialists, according to building
21 guidelines. The District and the Association recognize that preparation and
22 planning time is more effective if it is apportioned in contiguous blocks of time.
23

24 **7.1.3** The use of preparation and planning time shall be determined by the employee
25 provided it is used for classroom preparation and planning. In the event of
26 unforeseen circumstances beyond the control of the District, employees may be
27 required to perform duties during their normal preparation and planning time for
28 the purpose of maintaining order and preserving the safety of staff and students.
29 It is further understood that employees will make a good faith effort to
30 accommodate parent or administrative requests to meet during their regularly
31 scheduled preparation and planning time in exceptional circumstances. On early
32 release days, assembly days, or other days that involve reduced instructional
33 time, all preparation and planning time shall be reduced proportionally to the
34 reduction in instructional time.
35

36 On Washington Assessment of Student Learning (WASL) and final examination
37 days, preparation and planning time may be reduced and subject to special
38 scheduling for those employees directly involved in the administration of those
39 assessments. The District will use its best efforts to minimize and distribute
40 equitably the impacts on preparation and planning time on those days.
41

42 **7.1.4** Employees who are required in the course of their employment to travel between
43 buildings shall be provided with sufficient time for such travel.
44

45 **7.1.5** Teachers of music, art, physical education and laboratory sciences, librarians,
46 speech therapists, occupational therapists, physical therapists, reading
47 consultants, counselors, and all special education teachers shall be provided with
48 relief and preparation time to the same extent as other employees in the District
49 who work at their grade level.
50

51 **7.1.6** The parties agree that individual building or program staff, upon mutual
52 agreement with administration, may deviate from the specific provisions in this
53 article subject to annual review and approval of the parties through the contract
54 maintenance process.
55

56 **7.1.7** For represented substitutes the District will pay one additional day's pay, at the

1 substitute rate of pay, for every five days of service in any assignment where the
2 substitute teacher, the Executive Director of Human Resources, and the Principal
3 or program administrator agree in advance that the nature of the assignment
4 requires classroom preparation and planning beyond that which is normally
5 expected in substitute assignments. Teachers are expected to have substitute
6 plans available for at least one week of absences. This provision does not apply
7 to those substitutes in long term assignments.
8

9 **7.2 Class Size**

10 **7.2.1** The Board recognizes that the ideal staffing for a school district should be fifty-
11 five (55) certificated personnel plus administrators per thousand students. The
12 District will maintain class sizes of at least those required by applicable RCW's.
13 The District will provide basic education staff to basic education positions at the
14 levels funded by the state. The requirement shall terminate upon severe District
15 income reductions. Prior to implementing such reductions, the District will confer
16 with the Association to discuss appropriate alternatives.
17

18
19 It is agreed that it is contested whether or not class size is a mandatory subject of
20 negotiations. The inclusion of the foregoing term in this contract shall not be used
21 to limit the District's right to refuse to bargain on this issue hereafter.
22

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

24
25 The District will address imbalances in class size by future registrations-and
26 withdrawals.
27

28 An imbalance may exist for reasons beyond the control of the District. In such
29 cases, the District will notify the Association of the imbalance and the reasons for
30 the imbalance. Upon request of Association, specific reasons will be reduced to
31 writing and shared with the Association.
32

33 **7.2.2 Impact of Special Education and Special Needs Students** – The special
34 needs student is any student, regardless of category or label, who demonstrates
35 one or more of the following characteristics: The student requires higher than
36 average attention and/or extra assistance, exhibits behavior problems, takes time
37 away from other students, performs below grade level in reading and other
38 subjects, is not achieving to appropriate expectations and exhibits chronic
39 difficulty succeeding in school. The District recognizes and shares the concern of
40 the Association regarding mainstreaming special education and special needs
41 children and the time required to fulfill categorical program requirements, i.e.,
42 Special Education, Title I, and Learning Assistance Program (LAP). The District
43 also recognizes and shares the concern of the Association regarding assuring
44 the most appropriate placement of special needs children and the time required
45 to meet their needs.
46

47 When appropriate as determined by the Building Principal and/or Director of
48 Special Programs in consultation with the appropriate employee, the District may
49 provide extra resources to affected employees. Such resources will include but
50 not be limited to release time/substitute days, extended time, additional
51 instructional assistant time, additional equipment and supplies, and transferring
52 students within the building.
53

54 When an employee so requests, the question of adequacy of the resources
55 provided will be reviewed by the Building Principal and/or Director of Special
56 Programs. If agreement is not reached at that level, the employee may request

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

that the matter be heard by the Superintendent. If so requested, the Superintendent will hear the views of all parties within five days of the request. The Superintendent will render a decision and communicate same to all parties within five (5) days.

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

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

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

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

<u>Grade</u>	<u>Class Size</u>
K-1	25 per class
2-3.....	27 per class
4-5.....	28 per class
6-8.....	30 per class
9-12.....	33 per class

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

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

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

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

7.3 Admission of New Students – If available, parents of new Kindergarten through 12th Grade students registering after the first five (5) student days of the school year shall be encouraged to begin the attendance of their child(ren) at the beginning of the first school day following registration. This shall not preclude the right of students to attend school on

1 the day of registration. Provided that he or she is available, the teacher shall be informed
2 of the registration on the day the registration occurs.

3
4 **7.4 Classroom Visitation** – Non school connected personnel shall not visit classrooms
5 without prior approval of the Principal or his or her designee. Unless the Principal or his
6 or her designee accompanies such visitor, the employee shall be notified in advance of
7 the visit as to the identity of the visitor and the purpose of the visit and shall, in any event,
8 be afforded an opportunity to consult with such visitor before such visitation.

9
10 In the event that “visitors,” as defined in *Oak Harbor School District No. 201 Board Policy*
11 *No. 8600*, should attempt to visit a classroom or other teaching area in violation of
12 paragraph one (1) of this section, the employee shall have the right and authority to
13 remind such visitor of Board Policy, and to direct such visitor to secure the Principal’s
14 approval for the visit.

15
16 **7.5 Employee Facilities** – In order to permit freedom of access both during and after regular
17 school hours, employees shall be given keys to their classroom or work area, the faculty
18 lounge, work areas containing equipment and supplies, and outside door of their
19 assigned building. Each building shall have the following facilities and equipment for the
20 use of teachers in that building:

21
22 **7.5.1** Space in each classroom to store instructional materials and supplies.

23
24 **7.5.2** A work area containing equipment and supplies to aid in the preparation of
25 instructional materials.

26
27 **7.5.3** A furnished faculty lounge separate from any work area.

28
29 **7.5.4** A serviceable desk and chair and a filing cabinet of adequate size in each
30 classroom or planning area.

31
32 **7.5.5** A communication system between classrooms and the main office.

33
34 **7.5.6** Well-lighted and clean rest rooms, separate for each sex, and separate from
35 student rest rooms.

36
37 **7.5.7** A separate telephone will be provided for the use of teachers.

38
39 **7.6 Safe Working Conditions**

40
41 **7.6.1** Employees shall not be required to work under unsafe or hazardous conditions or
42 to perform tasks which unreasonably endanger their health, safety, or well-being
43 and, if the student day is altered because of dangerous weather conditions, the
44 employee may report to work late but not later than thirty (30) minutes before the
45 student day begins.

46
47 **7.6.2** In accordance with the *Family Educational Rights and Privacy Act (FERPA)* and
48 *District Procedure 4363.2*, the District will not identify students who have made
49 threats of violence or harm when notifying the subjects of the threats, except for
50 one or more of the following: The parent or adult student has given permission of
51 the disclosure; the disclosure is being made to District staff with a legitimate
52 educational interest in the information; the disclosure is necessary to protect the
53 health or safety of the student or other individuals (this exception is to be strictly
54 construed); or the disclosure is in response to a court order or a subpoena (in
55 which case, generally, advance notice to the parent or adult student must be
56 provided).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

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

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

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

7.7.1 **Determination of Vacant Positions** – The District will determine, as accurately as possible, the total number of certificated staff known, as of May 1st, leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge, or non-renewal (other than reduction in program non-renewals), etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

7.7.2 **Qualification for Retention** – Each employee will be considered qualified for any position for which he or she possesses any valid Washington State Certificate, licenses, and/or endorsement(s) as may be required for the position.

7.7.3 **Determination of Qualifications** – On or before April 1 in any year in which the District contemplates reducing the number of certificated staff for the subsequent contract year, the District will prepare and distribute to the Association and all employees a list detailing the certification(s) and endorsement(s), if any, possessed by each employee, together with the seniority of each employee and the number of educational credits beyond the BA degree that had been submitted to the District prior to October 1 of the current school year. Any employee who wishes to dispute his or her entry on the District list must do so in writing to the District personnel office, with an explanation, within five (5) working days of the date the list was distributed.

7.7.4 Employees shall be retained in an available position for which they are qualified, provided that an employee will be considered for retention in a position other than the one to which he/she is currently assigned only if the employee’s current position is eliminated or the employee is displaced by a more senior employee.

7.7.4.1 If there are more qualified employees than available positions seniority shall be used to determine which employee shall be recommended for retention. “Seniority,” as used herein, shall mean years of certificated service in Washington State.

7.7.4.2 If ties in seniority exist between two or more employees, selection for retention shall be made based on the total number of education credits

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

beyond the Bachelors degree submitted to the District prior to October 1. If more than one individual employee has the same number of credits after applying the above provisions, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will enable the affected employees and representatives from the Association to be in attendance.

7.7.4.3 Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.

7.7.4.4 Employees currently assigned in part-time positions shall be first assigned to part-time positions consistent with their individual seniority, provided that no part-time employee with less seniority shall be assigned unless such a position is declined by all qualified employees (full and part-time) with greater seniority.

7.7.4.5 Deviation from seniority based selection for retention may be made where necessary to comply with affirmative action program requirements.

7.7.5 Action by Board – Recommendations for certificated staff reductions developed in accordance with the procedures in section 7.7 shall be presented to the Board prior to May 15 for further action by the Board in accordance with the requirements of state law.

7.7.6 Notice of Non-renewal – An employee receiving notice of non-renewal as a result of these procedures governing reduction in force shall be entitled to access up to two days of emergency leave under section 5.1 to look for a job.

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

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such individual will be by certified mail or by personal delivery at the employee's last known address. The employee must notify the District's personnel office of any changes to his or her mailing address occurring during the period the employee is in the employment pool. Such individual will have five (5) calendar days from the receipt of the notice or ten (10) days from the mailing of such notice, whichever is shorter, to accept the position. If an individual fails to accept a position offered, such individual will be dropped from the employment pool. The District will utilize employment pool personnel as substitutes on a first priority basis. Retention in the employment pool for a second year will be granted if the former employee notifies the District, in writing, by May 15.

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

3
4 **7.8 Nonprofessional Duties** – Employees shall not be required to perform custodial
5 functions or clerical functions other than those reasonably connected with the
6 instructional process.

7
8 **7.9 Early Release Days** – The District may designate early release days for the purpose of
9 focused school improvement. If such days are designated in the calendar, building
10 administrators shall collaborate with staff in determining topics and activities for early
11 release. Subgroups may work on different topics. For so long as the District continues to
12 designate early release days in the calendar, six of them, to be scheduled on the same
13 dates throughout the District near grading periods and parent-teacher conferences, such
14 dates being agreed upon by the Association President and the Superintendent utilizing
15 the contract maintenance process, are designated for staff to work independently on
16 activities from the following areas:

- 17
- 18 • Staff development aligned with SIP goals.
- 19
- 20 • Grade level and department analysis of student work in order to align instruction and
- 21 create plans for improving student learning.
- 22
- 23 • Work on the successful implementation of “School Improvement Plan” goals.
- 24
- 25 • Development of highly focused school improvement plans.
- 26
- 27 • Development of strategies and systems to improve learning of lower performing
- 28 students.
- 29
- 30 • Development of strategies and systems to enhance opportunities for high achieving
- 31 students.
- 32
- 33 • Analysis of state assessment data, including disaggregated data.
- 34
- 35 • Analysis of attendance data in order to reduce unexcused absences.
- 36
- 37 • Analysis of discipline patterns in order to reduce suspensions, expulsions and
- 38 discipline problems.
- 39
- 40 • Analysis of graduation and dropout rates in order to attain the goal of eighty-five-
- 41 percent (85%) on-time graduation.
- 42
- 43 • Focused work on improving the school’s demonstration of the “Nine Characteristics
- 44 of High Achieving Schools.”
- 45
- 46 • Planning for increasing meaningful parent involvement and communication.
- 47
- 48 • Development of common course competencies and assessment/grading practices
- 49
- 50 • Cross grade curriculum alignment.
- 51
- 52 • Curriculum mapping.
- 53
- 54 • Revision of syllabi to state them in terms of student performance vs. topics to be
- 55 covered.
- 56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

1 Article 8.0 – Evaluations

2
3 8.1 General – Employees for whom the Association is the authorized bargaining
4 representative shall be evaluated during each school year in accordance with the
5 procedures and criteria hereinafter set forth to comply with state law. Successful
6 implementation of the evaluation procedure depends upon candid and specific verbal and
7 written communication between the Principal/supervisor and the employee. Likewise, the
8 employee may initiate the discussion.
9

10 8.2 Responsibility for Evaluation – Within each school, the Principal shall be responsible
11 for the evaluation of employees assigned to that school. Evaluations shall be made by
12 the Principal or his or her designee who shall be a certificated administrator. Evaluations
13 for employees not regularly assigned to any specific school or worksite shall be made by
14 the administrative supervisor having the most direct contact and responsibility under the
15 District organizational structure. Such employees will be informed which administrator is
16 their supervisor and primary evaluator by October 1 of each school year.
17

18 Members of the bargaining unit shall not be used to evaluate other members of the
19 bargaining unit except as expressly provided in this section.
20

21 Substitutes will be evaluated after the following conditions have been met: The substitute
22 has served in the same assignment for thirty (30) consecutive days. Substitutes who
23 meet these conditions will be evaluated using Appendix 9 only. Represented substitutes
24 may have an evaluation once a year upon request.
25

26 8.3 Evaluation Criteria – All employees for whom the Association is the authorized
27 bargaining representative shall be evaluated on the following basic criteria:
28

29 **8.3.1 For Certificated Classroom Teachers**

30
31 **8.3.1.1** Instructional Skill

32
33 **8.3.1.2** Classroom Management

34
35 **8.3.1.3** Professional Preparation and Scholarship

36
37 **8.3.1.4** Effort Toward Improvement When Needed

38
39 **8.3.1.5** Handling of Student Discipline and Attendant Problems

40
41 **8.3.1.6** Interest in Teaching Pupils

42
43 **8.3.1.7** Knowledge of the Subject Matter Being Taught

44
45 **8.3.1.8** Professional Relationships
46

47 **8.3.2 For certificated Support Personnel**

48
49 **8.3.2.1** Knowledge and Scholarship in Special Field

50
51 **8.3.2.2** Specialized Skills

52
53 **8.3.2.3** Management of Special Technical Environment

54
55 **8.3.2.4** The Support Person as a Professional
56

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

8.3.2.5 Involvement in Assisting Pupils, Parents, and Educational Personnel

8.3.2.6 Professional Relationships

8.3.3 All evaluations shall be documented on appendices 9 or 10. In completing the evaluation report form, the evaluator shall utilize the criteria in the evaluator's guides as set forth in appendices 7-A or 7-B.

8.4 Required Evaluations

8.4.1 All employees, including new employees, shall be evaluated annually. Such evaluation shall be completed no later than fifteen (15) working days prior to the end of the school year in which the evaluation takes place.

8.4.2 If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

8.4.3 If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

8.5 Observation Procedure

8.5.1 Within six (6) days of any observation, or series of observations not to exceed five (5) days to be used for evaluation purposes, the Principal or other observer shall document the results thereof using Appendix 8 and shall provide a copy to the employee. Upon completion of each required observation report, at the request of either party, a conference shall be held between the observing administrator and the employee to discuss the report. At the request of the employer or employee, those meetings may take place during a preparation and planning period. The employee shall be entitled to append comments or explanations to the reports within a reasonable amount of time. If a Principal or other observer requests that a pre-observation form be submitted by the employee, such form may be completed in writing before a scheduled observation and/or evaluation conference or the employee may come to the conference prepared to discuss the items verbally.

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

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

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

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

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

1 **8.6 Evaluation Procedure**

2
3 **8.6.1 Long-Form Evaluations** – Long-form evaluations shall be limited to the
4 established criteria and procedures herein set forth and intended to comply with
5 state law. Each employee shall be observed in the performance of his or her
6 assigned duties for the purpose of evaluation at least twice during the school
7 year and shall total not less than sixty (60) minutes. The two (2) required
8 observations shall be conducted by a certificated administrator.

9
10 Scheduled observations shall include a pre-conference at the request of the
11 evaluator or the employee to establish and/or discuss evaluation criteria,
12 indicators, long-term goals, or other information which may be relevant to the
13 evaluation process but may not be readily observed in an observation session. At
14 the request of the evaluator or the employee, these meetings can take place
15 during a planning period. The evaluation form is to be completed and copies
16 provided to the employee, the evaluator, and one (1) copy to the employee's
17 personnel file.

18
19 Principals and others authorized to make evaluations or observations may make
20 observations other than those specifically required at any time during the school
21 year and hold conferences for the purpose of discussing job related performance
22 not specifically noted in observations.

23
24 All observations shall be identified in the evaluation report as to date, time, and
25 length of observation and shall state in specific terms what was observed and
26 how this relates to the negotiated criteria.

27
28 Within three (3) days after the completion of an evaluation report, the employee
29 shall be provided with a copy of the evaluation report and afforded an opportunity
30 to confer with the evaluator at a mutually agreed upon time. The employee shall
31 be entitled to append comments or explanations within a reasonable amount of
32 time.

33
34 In the event that any evaluation report indicates that the employee has
35 performance deficiencies in one (1) or more areas defined in the evaluation
36 criteria, the evaluator and the employee shall attempt to develop a mutually
37 agreeable written plan designed to improve the employee's effectiveness in the
38 deficient areas. If the evaluator and the employee are unable to agree on a
39 mutually acceptable plan, the evaluator shall prepare and deliver such a plan to
40 the employee. In connection with the development of such a plan, the employee
41 shall be provided with a statement that will include:

42
43 **8.6.1.1** Specific statements of what unsatisfactory performance was observed.

44
45 **8.6.1.2** How such performance is related to the identified criteria.

46
47 **8.6.1.3** What performance will demonstrate a satisfactory level of
48 performance. In such plans, consideration should be given to utilizing
49 the services of available resource personnel to observe the employee's
50 performance and to provide recommendations for improvement. Such
51 resource personnel shall be immune from civil liability that might
52 otherwise be incurred or imposed with regard to good faith
53 performance of such evaluation.

54
55 **8.6.2 Short-Form/Professional Growth Evaluations** – After an employee has four
56 (4) years of satisfactory evaluations under this article, the District may use a

1 short form/professional growth evaluation. The purpose of short-
2 form/professional growth evaluations shall be to provide opportunities for
3 professional growth to staff members beyond the minimal criteria and procedures
4 defined in section 8.7.1.
5

6 Such evaluations may include peer observations and input, student and parent
7 input, procedures and activities as provided in the Professional Growth Option
8 (PGO), and/or any additional activities as may be mutually developed and agreed
9 upon by the employee and the evaluator. (See section 6.3.1)
10

11 The short form/professional growth evaluation must include one of the following:
12

13 **8.6.2.1** A thirty (30) minute observation during the school year with a written
14 summary utilizing Appendix 8 as appropriate. Appendix 8 shall be
15 considered an evaluation report for those employees on short form
16 evaluation for whom the evaluator elects to utilize this subsection.
17

18 **8.6.2.2** A final annual written evaluation utilizing appendices 9 or 10 as
19 appropriate based on the criteria in section 8.3 and based on at least
20 two (2) observation periods during the school year totaling at least sixty
21 (60) minutes without a written summary of such observations being
22 prepared.
23

24 However, the long-form evaluation process set forth in section 8.6.1 shall be
25 followed at least once every five (5) years and an evaluator or employee may
26 determine that the long-form evaluation process set forth in 8.6.1 be conducted in
27 any given school year provided such determination is communicated to the
28 employee or evaluator prior to any long-form evaluation activities being
29 conducted.
30

31 The short-form evaluation or professional growth process may not be used as a
32 basis for determining that an employee's work is unsatisfactory under this article
33 nor as probable cause for the non-renewal of an employee's contract under *RCW*
34 *28A.405.210*.
35

36 **8.6.3 Other Observations** 37

38 **8.6.3.1** Principals and other administrators authorized to conduct evaluations
39 may make observations other than those specifically required at any
40 time during the school year. Such other observations shall be identified
41 in the report as to date, time, and length of observation.
42

43 **8.6.3.2** The District reserves the right to request employees to observe
44 employees for the purpose of improving instruction, but will not include
45 this observation data in the formal evaluation of employees as required
46 by law or as evidence in any non-renewal proceeding.
47

48 **8.6.3.3** The fact that an employee has requested assistance in addressing
49 violent or disruptive students shall not be the basis for forming a
50 negative evaluative judgment on the part of the employee's
51 supervisor/evaluator.
52

53 **8.7 Probation** – An employee whose work is determined to be unsatisfactory based upon the
54 evaluation criteria shall be placed on probation status any time after October 15 and shall
55 be given sixty (60) school days to demonstrate improvement in areas of deficiency
56 established pursuant to evaluation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

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

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

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

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

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

8.7.2.2 Identification of specific areas of deficiency.

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

8.7.3 Probationary Period – If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status any time after October 15 and for a period of sixty (60) school days. The employee shall be given written notice of the action of the Superintendent which notice shall contain:

8.7.3.1 Specific areas of performance deficiencies.

8.7.3.2 A suggested specific and reasonable program for improvement.

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

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

During the probationary period, the Principal or other evaluator, shall meet with the probationary employee at least two (2) times during every twenty (20) school days to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on appendices 9 or 10 as

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

appropriate.

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

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

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

1 Article 9.0 – Grievance

2
3 9.1 Purpose – The purpose of this procedure is to provide a means for the orderly and
4 expeditious adjustment of grievances of the Association and of individual employees of
5 the District.
6

7 9.2 Definitions – As used in this article:
8

9 “**Grievance**” means a claim that an existing contract term, school district regulation, rule,
10 or policy has been misinterpreted, misapplied, violated, or applied inequitably as to a
11 grievant. As to an individual employee grievant, a grievance may also mean a claim in an
12 area not covered by the foregoing, that the grievant is being, or has been, treated
13 unfairly, arbitrarily, or capriciously by the District.
14

15 “**Grievant**” means the Association or an employee having a grievance.
16

17 “**Superintendent**” means the District’s chief administrative officer.
18

19 “**Grievance Review Request Form**” means a printed form utilized in the process of
20 adjusting grievances under this article.
21

22 9.3 General Conditions
23

24 **9.3.1 Mediation** – The parties may mutually agree to depart from the grievance
25 process at any time in order to resolve the dispute through mediation. In the
26 event agreement is not reached through mediation, the grievance process shall
27 resume with out prejudice to either party.
28

29 **9.3.2 Time Limits** – The adjustment of grievances shall be accomplished as rapidly as
30 is possible. To that end, the number of days within which each step is prescribed
31 to be accomplished shall be considered as maximum and every effort shall be
32 made to expedite the process. Under unusual circumstances, the time limits
33 prescribed in this statement may be extended by mutual consent of the grievant
34 and the person or persons by whom his grievance is being considered. To the
35 extent that time limits are expressed in days, the days shall consist of school
36 days, except that after June 1st they shall consist of all week days so that the
37 grievance may be adjusted before the close of the school year or as soon
38 thereafter as possible. A grievance must be filed within twenty (20) days of when
39 the employee became aware, or reasonably should have become aware, of the
40 alleged violation. Where the Association is the grievant, the grievance must be
41 filed within the earliest of: 1) twenty (20) school days after the Association
42 becomes aware, or should have become aware, of the alleged violation, or 2)
43 forty-five (45) calendar days after the affected employee became aware, or
44 should have become aware, of the alleged violation.
45

46 **9.3.3 Representation** – At each formal step in the procedure, the grievant may be
47 represented by a representative of the Association; however, the Association
48 shall not be obligated to represent any grievant at any step of the procedure and
49 whether it does shall lie within its sole discretion. Any grievant shall have the right
50 at any time to present grievances and to utilize each step of this procedure with
51 counsel of his own choice so long as the resulting adjustment does not conflict
52 with the terms of any agreement between the District and the Association, or with
53 existing district policy. Provided that the Association has been given an
54 opportunity to have its representative present at all meetings, hearings, and other
55 proceedings giving rise to the adjustment unless the grievant specifically
56 requests that no Association representative attend such meeting.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

9.3.4 Confidentiality – All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any employee or director of the District. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two (2) years after the adjustment of his grievances, shall be destroyed to the extent allowable under State record retention schedules and other applicable law. If the grievant so requests, in writing, a record of the final adjustment of his grievance may be placed in his/her personnel file.

9.3.5 Freedom from Reprisal – Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the recognized employee organization, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the grievance adjustment process.

9.3.6 Assistance in Investigations – During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish, at Association expense, such information germane to the grievance as the Association organization may reasonably request.

9.3.7 Release from Duty – If the attendance at meetings, hearings, appeals, or other proceedings relating to the grievance adjustment process, as set forth in Article 4.0, whether as a grievant, a witness, a representative of the Association, or otherwise, requires an employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

9.4 Procedures

9.4.1 Step 1 – Every effort shall be made to resolve grievances or potential grievances, through free and informal communications between the grievant and his immediate administrative supervisor. However, if such informal processes fail to provide an acceptable adjustment of the grievance, the grievant may proceed to Step 2.

9.4.2 Step 2 – The grievant or, at his request, the Association on his behalf, may submit an executed Grievance Review Request Form (Appendix 4) to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within four (4) days after receipt of the form. The grievant, his immediate supervisor, and a representative of the Association, unless the Association waives its right to have its representative present, shall attend the meeting. In addition, both the supervisor and the grievant may have present, others who might contribute to a better understanding of the facts and issues or otherwise contribute to an acceptable adjustment of the grievance. The supervisor shall provide the grievant and recognized employee organization with a written response (Appendix 5) to the Grievance Review Request Form within four (4) days after the meeting.

9.4.3 Step 3 – If the grievance is not adjusted at Step 2 to the satisfaction of the grievant, then the grievant, or the Association acting on his behalf, may refer the grievance to the Superintendent no later than eight (8) days after the meeting prescribed in Step 2 is held. The Superintendent shall arrange to meet with the grievant and with representatives of the Association, unless the Association or the employee waives its right to have representatives attend the meeting, within

1 ten (10) days after the grievance has been referred to him. Both the
2 Superintendent and the grievant may have others present who might contribute
3 to an acceptable adjustment of the grievance. The Superintendent shall provide
4 his written decision (Appendix 6) concerning the grievance and any adjustment of
5 it to the grievant and the recognized employee organization within ten (10) days
6 after the meeting.
7

8 **9.4.4 Step 4** – If the grievant is not satisfied with the disposition of his grievance at
9 Step 3 or if the Superintendent has not provided a written decision within the time
10 prescribed in Step 3, then the grievant, or the Association acting on his behalf,
11 may request a meeting with the Board. Upon mutual agreement of both parties,
12 Step 4 would occur. If a request for a meeting with the Board is not delivered to
13 the Superintendent with thirty (30) days after the meeting prescribed in Step 3 is
14 held, the grievance shall be deemed withdrawn. The Board shall meet within ten
15 (10) days after mutual agreement for a meeting with the grievant and/or with
16 representatives of the Association, unless the Association waives its right to have
17 representatives attend such meetings: and within twenty (20) days after such
18 meetings, the board shall render a written decision respecting the grievance.
19

20 **9.4.5 Step 5** – If a decision is not satisfactory to the grievant and the Association, the
21 Association may advance the grievance to arbitration, within twenty (20) days
22 after a decision is given to the Association.
23

24 **9.5 Arbitration** – Grievances advanced to arbitration shall be submitted under and in
25 accordance with the rules of the American Arbitration Association (AAA). Other agencies
26 or organizations, including the Federation Mediation and Conciliation Service (FMCS)
27 may be chosen to provide arbitration services by consent of both parties. In the event the
28 parties are unable to agree on an arbitrator, the arbitrator will be chosen in accordance
29 with the arbitration rules as established by the selected arbitration service. The
30 arbitrator's decision will be rendered within twenty (20) days from either the date of the
31 close of the hearing or receipt of briefs filed by the parties. The arbitrator's decision will
32 be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the
33 issues submitted. Any question of arbitrability shall be decided by the arbitrator.
34

35 The decision of the arbitrator shall be final and binding on both parties in disputes
36 concerning application or interpretation of a contract. Arbitration on all other matters shall
37 be advisory rather than binding.
38

39 **9.6 Deviations from Procedure** – By agreement of the grievant and the grievant's
40 immediate supervisor, Step 2 of this procedure may be bypassed and the grievance
41 initiated at the next step level provided that the Superintendent or designee may remand
42 the matter back for resolution by the grievant and immediate supervisor. Step 3 may be
43 bypassed by agreement of the grievant and the Superintendent's designee. Grievances
44 involving the Association and an administrator above the level of Building Principal may
45 be initiated at Step 3 at the sole option of the grievant.
46

47 **9.7 Exclusion of Certain Matters** – Matters for which another method of review is required
48 as the sole method of review shall be excluded from this grievance procedure. Nothing
49 contained herein shall be construed to prevent the District or employees from complying
50 with notices or time limits otherwise required by law.
51
52
53
54
55
56

Article 10.0 – Professional Culture

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56

- 10.1** The Association and the District agree that an open, professional, and collaborative culture is essential to the effectiveness of staff and students. In order to promote and establish such a culture the Association and the District agree that this Agreement currently contains language that provides accountability and member safeguards for maintaining professional relationships, including the following:

 - 10.1.1** For Accountability: In Appendix 7-A; 3.d, 3.e, 4.c, 4.d, 5.d, 6.b, and 6.f.
 - 10.1.2** For Member Safeguards: Articles 4.2, 8.6, and 8.7.
- 10.2** The District will publish and distribute to all staff the Code of Professional Conduct for Education Practitioners. Critical to the establishment of this culture is the conduct of teachers, certificated support staff, and administrators, who all shall comply with the Code of Professional Conduct and any set of professional practice standards that may be developed locally.
- 10.3** The Association and the District agree to the following:

 - 10.3.1** The Association will train all Building Representatives to assist certificated personnel with conflict resolution.
 - 10.3.2** The Association and the District will jointly plan and financially support training for all individuals to develop and maintain an effective professional culture. This training will be replicated each year for employees new to the district.
 - 10.3.3** The Association and the District will create or provide conflict resolution teams. Such teams will be composed of staff within buildings. This does not preclude using outside conflict mediation resources.
 - 10.3.4** The Association and the District will jointly develop professional practice standards.
- 10.4** Resolving Conflicts between individuals should usually follow these steps:

 - 10.4.1 Step 1** – Individuals should attempt to mutually solve their interpersonal conflicts. If this is not satisfactory to either of the parties, or if this does not provide satisfactory results.
 - 10.4.2 Step 2** – Individuals should contact a trained Association Building Representative to mediate the problem. This includes conflicts between association members and other district employees. If this is not satisfactory to either of the parties, or if this does not provide satisfactory results...
 - 10.4.3 Step 3** – Individuals should contact a supervising administrator.
- 10.5** Administrators shall help employees whose professional relationships need improvement. Such assistance shall include:

 - 10.5.1** Mediation by the administrator.
 - 10.5.2** Opportunities for offsite workshops or other appropriate training.
 - 10.5.3** Mediation through a building conflict resolution team.

[APPENDIX 1-A First Consideration](#)

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

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

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

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

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

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

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

APPENDIX 1-B Request for Transfer

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

Name:

School:

Present Position:

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

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

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

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

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

Employee's Signature _____ Date _____

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

APPENDIX 1-C Request for Reassignment

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

Name:

School:

Present Position:

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

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

Employee's Signature _____ Date _____

APPENDIX 2-A Base Salary Schedule for Certificated Instructional Staff

Service
Years

Educational Experience, Credits, and/or Clock Hours

	B	C	D	E	F	G	H	I	J
	BA	BA + 15	BA + 30	BA+ 45	BA + 90	BA + 135	MA	MA+ 45	MA + 90 or PhD
0	\$34,649	\$35,585	\$36,554	\$37,526	\$40,644	\$42,653	\$41,541	\$44,659	\$46,670
1	\$35,115	\$36,064	\$37,046	\$38,061	\$41,211	\$43,209	\$42,003	\$45,154	\$47,150
2	\$35,560	\$36,518	\$37,510	\$38,603	\$41,744	\$43,763	\$42,468	\$45,609	\$47,628
3	\$36,018	\$36,985	\$37,988	\$39,115	\$42,251	\$44,318	\$42,909	\$46,042	\$48,110
4	\$36,467	\$37,476	\$38,485	\$39,652	\$42,806	\$44,888	\$43,370	\$46,525	\$48,608
5	\$36,931	\$37,945	\$38,964	\$40,196	\$43,338	\$45,462	\$43,840	\$46,984	\$49,107
6	\$37,407	\$38,400	\$39,453	\$40,746	\$43,874	\$46,009	\$44,321	\$47,449	\$49,583
7	\$38,245	\$39,252	\$40,320	\$41,683	\$44,857	\$47,051	\$45,223	\$48,395	\$50,590
8	\$39,472	\$40,534	\$41,627	\$43,103	\$46,319	\$48,594	\$46,641	\$49,859	\$52,132
9		\$41,861	\$43,008	\$44,537	\$47,829	\$50,181	\$48,074	\$51,368	\$53,720
10			\$44,405	\$46,045	\$49,381	\$51,811	\$49,584	\$52,920	\$55,350
11				\$47,598	\$51,006	\$53,485	\$51,136	\$54,545	\$57,023
12				\$49,100	\$52,674	\$55,227	\$52,750	\$56,213	\$58,767
13					\$54,384	\$57,013	\$54,420	\$57,922	\$60,551
14					\$56,101	\$58,865	\$56,139	\$59,753	\$62,405
15					\$57,561	60,397	57,598	\$61,306	\$64,027
16 or more					\$58,712	61,604	58,750	\$62,532	\$65,307

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

APPENDIX 2-B Base Salary Plus Supplemental Contract

Service
Years

Educational Experience, Credits, and/or Clock Hours

	B	C	D	E	F	G	H	I	J
	BA	BA + 15	BA + 30	BA+ 45	BA + 90	BA + 135	MA	MA+ 45	MA + 90 or PhD
0	\$37,885	\$38,909	\$39,968	\$41,031	\$44,440	\$46,637	\$45,421	\$48,830	\$51,029
1	\$38,395	\$39,433	\$40,506	\$41,616	\$45,060	\$47,245	\$45,926	\$49,372	\$51,554
2	\$38,882	\$39,929	\$41,014	\$42,209	\$45,643	\$47,851	\$46,435	\$49,869	\$52,077
3	\$39,382	\$40,440	\$41,536	\$42,769	\$46,198	\$48,458	\$46,917	\$50,343	\$52,604
4	\$39,873	\$40,977	\$42,080	\$43,356	\$46,804	\$49,081	\$47,421	\$50,871	\$53,148
5	\$40,381	\$41,489	\$42,603	\$43,951	\$47,386	\$49,708	\$47,935	\$51,373	\$53,694
6	\$40,901	\$41,987	\$43,138	\$44,552	\$47,972	\$50,307	\$48,461	\$51,881	\$54,214
7	\$41,817	\$42,918	\$44,086	\$45,576	\$49,047	\$51,446	\$49,447	\$52,915	\$55,315
8	\$43,159	\$44,320	\$45,515	\$47,129	\$50,646	\$53,133	\$50,998	\$54,516	\$57,001
9		\$45,771	\$47,025	\$48,697	\$52,297	\$54,868	\$52,564	\$56,166	\$58,738
10			\$48,553	\$50,346	\$53,994	\$56,650	\$54,215	\$57,863	\$60,520
11				\$52,044	\$55,770	\$58,481	\$55,912	\$59,640	\$62,349
12				\$53,686	\$57,594	\$60,386	\$57,677	\$61,464	\$64,256
13					\$59,464	\$62,338	\$59,503	\$63,332	\$66,207
14					\$61,341	\$64,343	\$61,383	\$65,334	\$68,234
15					\$62,938	\$66,038	\$62,978	\$67,032	\$70,008
16 or more					64,196	\$67,358	\$64,238	\$68,373	\$71,407

APPENDIX 3 Oak Harbor School District Calendar Guidelines

The following considerations shall determine the district's annual calendar:

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

LID Day – The Wednesday following Labor Day shall be a Learning Improvement Day (LID). Its use is determined by teachers and specialists, consistent with the applicable sections of *WAC 392-140*.

Columbus Day – Staff Development Day. Its use is determined by the District, individual building, and/or work sites.

Veteran's Day – National holiday.

Thanksgiving Break – Fourth Thursday and Friday of November.

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

Martin Luther King Day – Third Monday in January.

Semester LID Day – The day following the end of the first semester will be a Learning Improvement Day. Its use is determined by the District and/or individual sites. One hour of teacher planning time will be available.

Presidents' Day – Third Monday of February.

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

1. Absolutely provide five (5) school days minimum before WASL testing;
2. impact on equal quarters; and
3. impact on the athletic program.

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

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

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

APPENDIX 4 Grievance Review Request Form

NOTE: See Article 9.3 for timeline requirements.

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

Grievant:

Date Presented to Supervisor:

Home Address:
City/State/Zip

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

School building or worksite:

Immediate Supervisor:

Subject Area or Grade:

Association Representative:

Statement of Grievance:

Remedy Sought:

Grievant's Signature: _____ Date _____

APPENDIX 5 Grievance Response – Immediate Supervisor’s Decision

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

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

Grievant:

Meeting Date:

School building or worksite:

Immediate Supervisor:

Decision of Immediate Supervisor & Reasons Therefore:

Date of Decision: _____ Immediate Supervisor’s Signature: _____

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

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

Date of Response: _____ Grievant’s Signature: _____

APPENDIX 6 Grievance Response – Superintendent’s Decision

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

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

Grievant:

Date of Appeal:

Date of Hearing:

Decision of Superintendent & Reasons Therefore:

Date of Decision: _____ Superintendent’s Signature: _____

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

I accept the decision of the Superintendent as written above.

Date of Response: _____ Grievant’s Signature: _____

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

1. Instructional Skill – The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience, to wit:
 - a. Uses district-adopted curriculum, district grade level targets, district goals, and state essential academic learning requirements to provide learning experiences appropriate to the course of study.
 - b. Maintains an appropriate balance of assignments and activities within the course of study.
 - c. Utilizes clear and concise lesson assignments.
 - d. Makes appropriate provision for differences in student ability, interest, experience and cultural values.
 - e. Allows students to pursue topics independently.
 - f. Helps students to develop effective work habits.
 - g. Uses individual students' talents and interests for class development.
 - h. Uses assessment to interpret student progress toward course objectives, utilizing student self-evaluation when appropriate.
 - i. Uses assessment techniques which allow students to receive frequent feedback to make learning tasks more meaningful.
 - j. Uses assessment techniques which encourage the students to establish and use standards and methods of evaluation for their own work.
 - k. Uses assessment techniques which encourage and help students to analyze and revise their own work.
 - l. Considers possible alternatives regarding remedial action.
 - m. Analyzes effectiveness of assessment techniques to determine problems and solutions.
 - n. Communicates clearly and correctly in speech and writing.
 - o. Provide opportunity for students to develop intellectual curiosity and the ability for independent, critical, and creative thinking.
 - p. Monitors student progress during instruction and makes adjustments based on observed progress.
 - q. Closes lesson in a manner that reinforces learning.
 - r. Uses learning activities that are relevant to the objectives, and avoids activities that are not relevant to the lesson.
 - s. Uses principles of effective practice, including the selection of a limited number of new concepts, monitoring, guided practice, assigning independent practices when a student has demonstrated sufficient understanding to benefit from such practice.
2. Classroom Management – The certificated classroom teacher demonstrates, in his or her

performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

- a. Selects and prepares equipment and materials in advance of the lesson.
 - b. Provides a classroom climate and physical environment conducive to student learning.
 - c. Selects/creates and uses curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved.
 - d. Identifies and appropriately uses instructional resources available throughout the district and the community.
 - e. Organizes individual, small group or large group learning experiences as appropriate to the pupil(s), subject matter and outcomes desired.
 - f. Establishes and communicates to parents and students clear expectations for classroom operational processes and procedures (e.g. grading/reporting procedures, attendance policies, homework expectations, student behavior, etc.)
 - g. Implements strategies that maintain a high level of the students' time directed towards learning.
3. Professional Preparation and Scholarship – The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession, to wit:
- a. Provides for individual differences in rate and style of learning.
 - b. Uses an appropriate variety of teaching techniques.
 - c. Develops summaries and reinforcements which support learning and encourage thought.
 - d. Implements statutes and rules/regulations which have implications for the professional's practice or subject matter specialization.
 - e. Demonstrates, in his or her performance as a classroom teacher, commitment to the profession and its code of ethics.
 - f. Participates in building and district-based professional growth activities.
 - g. Attends staff and/or teaching group meetings.
 - h. Is familiar with current learning theories and basic principles and methods of teaching.
4. Effort Toward Improvement When Needed – The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth, to wit:
- a. Assesses lessons in terms of student response to the techniques, activities and materials used.
 - b. Uses the results of such assessments to continue and/or modify teaching practices.
 - c. Works with colleagues to evaluate the effectiveness of the total school program.
 - d. Uses the results of self-appraisal and evaluative recommendations to continue, modify or improve teaching practices and instructional programs.

- e. Uses information from students, parents, peers, and supervisors and documents to improve performance.
5. Handling of Student Discipline and Attendant Problems – The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting, to wit:
- a. Involves students in establishing and carrying out classroom rules and procedures.
 - b. Involves students in leadership roles and group decision making.
 - c. Expects students to use democratic procedures and show consideration for the rights of others.
 - d. Considers personal needs, morale, self-respect, self-discipline and individual responsibility when dealing with students.
 - e. Demonstrates understanding of student behavior, consistency and tolerance.
 - f. Maintains classroom control and discipline appropriate to the particular teaching situation or other observed school-connected behavior.
 - g. Enlists the assistance of Counselors, Vice-Principal, Principal and other supportive personnel when appropriate.
 - h. Develops strategies to promote positive interpersonal relationships in the classroom.
6. Interest in Teaching Pupils – The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates an interest in interacting or in working with pupils, to wit:
- a. Makes appropriate use of information in cumulative and other school records.
 - b. Consults with parents or guardians as appropriate.
 - c. Selects and utilizes appropriate diagnostic tools.
 - d. Surveys students in a group and/or consults with them individually.
 - e. Conveys a sense of enthusiasm.
 - f. Deals with personal information and communication in an ethical manner.
 - g. Complies with the provisions of Individual Education Plans (IEP) and Section 504 plans.
 - h. Participates in student intervention processes, e.g., Section 504, Individual Education Plan (IEP), Care Team, etc.
 - i. Encourages equitable student participation.
 - j. Recognizes and acts to eliminate dehumanizing language and stereotype biases.
 - k. Promotes students' awareness of their own efforts and accomplishments.
7. Knowledge of Subject Matter – The certificated teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specializations appropriate to the elementary and/or secondary level(s), to wit:

- a. Establishes objectives which are clear, specific and measurable.
 - b. Establishes objectives which are appropriately organized and structured in a logical sequence according to what precedes and what follows in the development of the subject.
 - c. Possesses, demonstrates and maintains competence in his or her teaching field.
 - d. Integrates subject matter area(s) with other disciplines.
 - e. Assists students in understanding the relationships and relevance of subjects taught to the students educational or life experiences.
8. Professional Relationships – The certificated teacher relates in a professional manner to students, parents, volunteers, and educational personnel.
- a. Addresses conflict or disagreement at the lowest possible level when it is safe.
 - b. Communicates respectfully even when disagreements, objections, and/or complaints occur.

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

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

APPENDIX 8 Observation Report

(Form 3610A)

Building or work-site:

Observation of:

Assignment:

Date of observation:

Time observation began:

Time observation ended:

Date this observation report provided to employee:

Short Form

Long Form

Reporting administrator's comments:

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

Employee's comments:

Reporting Administrator's Signature

Employee's Signature

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

c. Employee
Employee's Personnel File

File Ref: 3610A.FPO

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

APPENDIX 9 Evaluation Report – Certificated Classroom Teachers

(Form 3610B)

Evaluation of:

Assignment:

Building or work-site:

Date of Evaluation:

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

Short Form Long Form

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

1. Instructional Skill –

Comments:

Performance is: Satisfactory Unsatisfactory

2. Classroom Management –

Comments:

Performance is: Satisfactory Unsatisfactory

3. Professional Preparation and Scholarship –

Comments:

Performance is: Satisfactory Unsatisfactory

4. Effort Toward Improvement When Needed –

Comments:

Performance is: Satisfactory Unsatisfactory

5. Handling of Student Discipline –

Comments:

Performance is: Satisfactory Unsatisfactory

6. Interest in Teaching Pupils –

Comments:

Performance is: Satisfactory Unsatisfactory

7. Knowledge of Subject Matter –

Comments:

Performance is: Satisfactory Unsatisfactory

8. Professional Relationships –

Comments:

Performance is: Satisfactory Unsatisfactory

Additional comments of reporting administrator:

Employee's comments:

Date of evaluation conference:

Final determination of overall performance is: Satisfactory Unsatisfactory

Reporting Administrator's Signature

Employee's Signature

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

c. Employee
Employee's Personnel File

File Ref: 3610B.FPO

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

APPENDIX 10 Evaluation Report – Certificated Support Personnel

(Form 3610C)

Evaluation of:

Assignment:

Building or work-site:

Date of Evaluation:

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

Short Form Long Form

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

1. Knowledge & Scholarship in Special Field –

Comments:

Performance is: Satisfactory Unsatisfactory

2. Management of Special and Technical Environment –

Comments:

Performance is: Satisfactory Unsatisfactory

3. Support Person as a Professional–

Comments:

Performance is: Satisfactory Unsatisfactory

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

Comments:

Performance is: Satisfactory Unsatisfactory

5. Interest in Teaching Pupils–

Comments:

Performance is: Satisfactory Unsatisfactory

6. Knowledge of Subject Matter–

Comments:

Performance is: Satisfactory Unsatisfactory

7. Professional Relationships–

Comments:

Performance is: Satisfactory Unsatisfactory

Additional comments of reporting administrator:

Comments:

Performance is: Satisfactory Unsatisfactory

Final determination of overall performance is: Satisfactory Unsatisfactory

Reporting Administrator's Signature

Employee's Signature

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

c. Employee
Employee's Personnel File

File Ref: 3610C.FPO

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

APPENDIX 11 Contract Waiver Request Form

School building, work site, and/or location:

Date of request:

Initial Request

Renewal Request

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

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

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

Number of employees voting against the waiver request: or %

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

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

Describe objections, if any, to the waiver request:

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

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

OHSD Administrators' Signature(s)

OHEA Building/Representative Council
Delegates' Signature(s)

c. District Superintendent
Association President