

# BARGAINING AGREEMENT

***Between***  
***Othello School District***  
***(147-163-55)***  
***and***  
***Othello Education***  
***Association***

September 1, 2024 to August 31, 2026

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Collective Bargaining Agreement Between  
OTHELLO SCHOOL DISTRICT NO. 147-163-55  
and  
OTHELLO EDUCATION ASSOCIATION

**PREAMBLE**

THIS CONTRACT is made and entered into by and between the Othello School District No. 147-163-55 Board of Directors, hereinafter, called the “Board” and the Othello Education Association, hereinafter, called the “Association”.

**WHEREAS**

The Board and the Association recognize, that in order to effectuate the provisions of applicable state law, to encourage and increase effective and harmonious working relationships between the parties (with respect to negotiating on wages, hours and terms and conditions of employment) so that the cause of public education may best be served in the District, the parties following extended and deliberate collective bargaining, have reached certain understandings which they desire to confirm in this Contract. Therefore, it is now hereby agreed as follows:

<b>ARTICLE I - ADMINISTRATION</b>
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**SECTION A: EXCLUSIVE RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel whether under Contract or on leave, employed by the Board with the exception of the following:

Superintendent  
Assistant Superintendent  
Principals  
Assistant Principals  
Directors

The following substitutes will be considered members of the bargaining unit:

1. Those substitutes who have worked more than thirty (30) days within the current or preceding school year and who continue to be available for employment.
2. Those substitutes who work twenty (20) consecutive days during the school year.

Substitutes will be covered by employment law and all sections of this contract except those sections dealing with Article III, Sections A: Certificated Employee Rights, #3 Right to Due Process; C.

Certificated Employee Evaluations; D: Classroom Teacher Evaluation Procedure; E: Certificated Support Personnel Evaluation Procedure; F: Probation; and G: Grievance Procedure, Article IV Section O: Staff Recall, and Article IV Section P: Assignment and Transfer. Substitutes may reference DOP 5270 and 5270P for resolution of staff complaints.

Sole and exclusive rights, as used herein, are defined as the rights provided through this Contract to the Association; and such rights shall not be granted to any rival or competing organization, which purports to represent the same employee group for purposes of representation and/or collective bargaining.

Unless the context in which they are used clearly required otherwise, words used in this Contract denoting gender shall include both the masculine and feminine.

### **SECTION B: MANAGEMENT RIGHTS**

The right to manage the school district and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by this Contract and applicable state law.

### **SECTION C: STATUS OF THE CONTRACT**

1. This Contract shall supersede any rules, regulations, policies, resolutions or practices of the district that shall be contrary to or inconsistent with its terms.
2. Existing rules, regulations, policies, resolutions or practices of the district not in conflict with this Contract may remain in full force.
3. Unless otherwise provided in this contract, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from current individual salaries and employee benefits under existing rules, regulation policies, resolutions and practices of the district in effect prior to the effective date of this Contract.

### **SECTION D: CONFORMITY TO LAW**

If any provision of this Contract or any application of this Contract to any certificated employee or group of certificated employees shall be found contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any provision of this Contract, which is contrary to law but becomes legal during the life of this Contract, shall take immediate effect upon the enactment of such legislation.

### **SECTION E: DISTRIBUTION OF CONTRACT**

The district shall instruct all certificated employees newly hired to the district how to access the Collective Bargaining Agreement on the district's team drive and website.

## ARTICLE II - BUSINESS

### SECTION A: DUES AND DEDUCTIONS

#### *1. Membership Dues*

On or before September 10 of each school year, the Association shall give written notice to the Superintendent or designee of the dollar amount of dues and assessments of the Association, including the National Education and the Washington Education Associations, which dues and assessments are to be deducted in the current school year under all payroll deductions. The total for these deductions shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September of each year. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is employed. The District agrees to promptly remit directly all monies so deducted, accompanied by a list of the teachers from whom the deductions have been made. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to teachers entering or leaving the employment of the District.

The Association agrees to reimburse any teacher whose dues and assessments were deducted in excess of the total amount due to the Association or its affiliates.

#### *2. Membership Deductions*

Within ten (10) days of commencement of employment, teachers may sign and deliver to the District and Association a "Membership Enrollment & Dues Authorization Form". Said form shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue to be in effect from year to year, unless a written request of revocation is submitted to the District and the Association, signed by the teacher and received between August 15 and September 10 of the designated school year. The Association agrees to provide the District with the names of those teachers who have joined the Association and who paid its dues and assessments by means other than through payroll deduction.

#### *3. Hold Harmless*

The Association agrees to indemnify and hold harmless the District from any legal claims filed by any certificated employees regarding any of the provisions of the Section.

## **SECTION B: OTHER DEDUCTIONS**

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for medical plans, PAC's, and tax sheltered annuities, or any other plans or programs jointly approved by the Association and the Board.

## **SECTION C: ASSOCIATION RIGHTS AND PRIVILEGES**

1. The Board shall make available to the Association, upon reasonable request, such information as is available to the public including financial reports, agendas and minutes of Board meetings, and such other reports as are presented in written form in regular open sessions of Board meetings.
2. The Association shall have the right to use school facilities and equipment including computers, copy equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use, with the exception of political campaigning. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
3. The Association and its affiliates may use District mail/e-mail service for communication to certificated employees.
4. The Association and its affiliates may use District buildings for meetings and to transact official union business according to the district building use policies. The faculty representative may schedule time for Association announcements and business through the mutual cooperation of the building principal.
5. The Association and its affiliates shall have the right to post notices of their activities and matters of Association concern on a bulletin board to be provided in each faculty lounge of each building by the District so long as notices are not of a partisan, political nature or are not disparaging to the District.
6. The Association shall have the right to purchase expendable office supplies and other materials from the District at the price set by the District.
7. Any representative of the Association who is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings shall suffer no loss in pay.

<b>ARTICLE III - PERSONNEL</b>
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## **SECTION A: CERTIFICATED EMPLOYEE RIGHTS**



1. *Individual Rights*

- a. Certificated employees shall be entitled to full rights of citizenship. There shall be no discrimination with respect to employment of a certificated employee due to race, creed, color, marital status, sex, age, national origin, religion, sexual orientation, political activity or lack thereof; nor shall the position on the salary schedule affect a certificated employee's assignment and promotion.
- b. Nothing contained herein shall be construed to deny or restrict to any certificated employee such rights as he may have under school laws or other applicable laws and regulations. The rights granted a certificated employee hereunder shall be deemed to be in addition to those provided elsewhere.

2. *Right to Join and Support the Association*

Certificated employees of the District shall have the right to organize, join, and support the Association. They also shall have the right to refrain from such activities subject to the limitation of Article II, Section A of this Contract.

The parties agree they shall not directly or indirectly discourage or deprive any certificated employee of any rights of this Contract conferred by the statutes and constitutions of the United States and the State of Washington of this Contract; or discriminate against any certificated employee with respect to hours, wages, terms and conditions of employment, or any provision of this Contract by reason of membership or non-membership in the Association, or because of participation or refusal to participate in any grievances, complaint, or proceedings under this Contract, or otherwise with respect to terms or conditions of employment.

3. *Right to Due Process*

No employee shall be formally reprimanded or disciplined without just cause. Normally, verbal warnings shall precede formal disciplinary action. A certificated employee shall have the right to face his accuser(s).

A certificated employee shall be entitled to have a representative of the Association present during any formal disciplinary action. All information forming the basis of any charge shall be made available to the employee in writing within seven (7) days of receipt or composition. Any information not shown to the employee shall not be allowed as evidence in discipline. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association has had an opportunity to be present. The time of said meeting shall be by the end of the following workday unless another time is mutually arranged.

Any suspension of a teacher pending charges shall be with pay. Any written complaint not called to the attention of a certificated employee within seven (7) days may not be used as the basis for any disciplinary action.

## **SECTION B: ACADEMIC FREEDOM**

Academic freedom shall be guaranteed to all certificated employees. Academic freedom shall mean that certificated employees are free to present instructional materials which are pertinent to the subject and level taught within the outlines of appropriate course content and with the planned instructional program as determined by normal course content and within the planned instructional program as determined by normal established administrative procedures and shall present all facts of controversial issues in a scholarly and objective manner within the limits of pedagogical discretion and propriety. Certificated employees shall be entitled to freedom of discussion within the classroom on all matters, which are relevant to the subject matter under study, and within their area of professional competence. Notification will be made to the Administration whenever an employee intends to inject into course coverage units, which might reasonably be anticipated to be controversial. A complaint brought against an employee, instructional course, and/or its content shall be handled as provided in District Policy Nos. 2020 and 4220. Any such complaint shall receive the immediate attention of the employee(s), Association, and the District to investigate the alleged complaint in accordance with said policy.

Such investigation shall be completed within a reasonable time period provided the complainant has followed procedures outlined in District Policy Nos. 2020 and 4220.

## **SECTION C: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE**

### *1. Purpose*

The evaluation of employee performance in the District is an important process in the continuing improvement of the education program. The evaluation record of an employee shall recognize high levels of performance and encourage improvement in specific identifiable areas through a constructive and systematic process of assessment of employee competency, strengths, and weaknesses. The evaluation system encourages respect in the evaluation process by both the evaluators and the evaluatees recognizing the importance of objective standards and minimizing subjectivity.

### *2. Situational Factors*

The following situational factors should be considered by the evaluator and evaluatee during any observation:

- a. Class Size
  - i. Multilingual Students
  - ii. Excessive Behavioral Students
  - iii. Students with Disabilities
- b. Adequacy of Supplies and Equipment
- c. Physical Facilities of Learning Environment
- d. Preparation Time for the Evaluatee
- e. Certification/Assigned Out of Endorsed Area

If any of these conditions adversely affect the performance level or the instructional program, the evaluation report shall duly note the specific condition(s) in the certificated employee's instructional setting.

### *3. Evaluative Criteria*

- a. The evaluative criteria as contained in Appendix G will be employed by each evaluator to evaluate the job performance of certificated personnel in the District.
- b. The evaluative criteria are expressed as the standard for the evaluation of personnel in the District.
- c. Certificated staff members shall be expected to demonstrate satisfactory attainment levels on each component of the evaluative criteria that applies to their job assignments.
- d. Additional evidence which affects the certificated staff member's performance in a particular assignment may be submitted by the evaluator and/or evaluatee, e.g. academic ability of students, innovative program, grade level(s) of students, physical facilities, or enrollment, which may support evaluation findings.

### *4. Evaluation Procedures*

#### **Introduction**

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the parties agree that the evaluation process is one which will be implemented with

collaboration between the evaluator and the bargaining unit member.

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

- a. The building principal or assistant principal is designated as the evaluator for all certificated staff assigned to the building. An itinerant employee shall be evaluated by one administrator appointed by the superintendent. All employees will be assigned a primary evaluator. The primary evaluator may be provided documented input pertaining to employee evaluation from other administrators, only if an employee has been made aware of the evidence/information and said information was obtained through direct interaction between the administrator and the employees in the building(s) to which the employee is assigned.
- b. The evaluation criteria and procedures shall be distributed and explained to all certificated personnel at the first building-level faculty meeting of the year. Staff hired after school begins will have the evaluation procedure explained prior to assuming the new assignment.
- c. The first of two observations of certificated provisional personnel shall be completed the first ninety (90) calendar days of employment. Continuing employees who are transferred to a new assignment in the District shall be evaluated in the same manner as all other continuing employees.
- d. A minimum of one observation of non-provisional personnel shall be completed by January 1st, except for employees being considered for probation, who shall have two (2) observations completed by that date.
- e. A post-observation conference between the evaluator and the evaluatee shall be held within five (5) school days after each observation being used as a part of the evaluation record.
- f. The observations will occur no later than five (5) days after the pre-observation meeting.
- g. The final observation shall occur prior to May 15th.
- h. Upon request, the evaluator may receive assistance in evaluation of certificated personnel from other district personnel as designated by the principal or the superintendent.

**SECTION D: NON TPEP CERTIFICATED EMPLOYEE EVALUATION PROCEDURE**  
**(ESA, Secondary Librarians, etc)**

1. The evaluative criteria as contained in Appendix G will be employed by each evaluator to evaluate the job performance of certificated personnel in the district.

2. During the pre-observation conference, the “Data Gathering Form” (preplanned observations) will be reviewed and signed by both parties. During the post-conference, the “Instructional Observation Form” will be reviewed and signed by both parties. The certificated employee’s signature indicates that the employee has read and discussed the form in a conference but does not necessarily imply agreement. The evaluatee has a right to attach a statement to the signed “Instructional Observation Form” within five (5) working days.
3. All personnel shall by the last day of school receive a rating on the “Teacher Evaluation Summary” form. The form shall be signed by the employee and the evaluator within two (2) working days. The certificated employee’s signature indicates that the evaluatee has read the evaluation and discussed it in a conference but does not necessarily imply agreement.
4. The evaluatee has the right to attach a statement to the signed “Teacher Evaluation Summary” form within five (5) working days of the evaluation conference.
5. Signed copies of the evaluation report shall be distributed as follows: one to the evaluatee, one to the evaluator, and one to the Superintendent.
6. The observations required herein shall be made in a formal setting in the area of the employee’s major job responsibility. At least one of the observations required shall be predetermined by the evaluator and the certificated employee. Each observation shall be for a minimum of thirty (30) minutes.

## **SECTION E: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE (TPEP employees)**

### *Definitions*

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

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

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

Evidence shall mean examples or observable practices and collaborative conversations of the teacher’s ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform the decision about level of performance and will be collected by the evaluator. Teachers may, but shall not be required to provide additional evidence. It should be gathered from the normal course of employment and may include evidence both verbal and physical. Input from students, parents or any

other source shall not be used as evidence unless it is supplied and/or approved by the teacher.

Not Satisfactory shall mean:

Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

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

Student Growth Data shall mean relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools. Assessments used to demonstrate growth will be selected by the classroom teacher and mutually agreed upon by the evaluator. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Student achievement shall be measured between at least two points in time within the current school year.

*1. State Criteria, Framework and Scoring*

a. The state evaluation criteria are:

- i. Centering instruction on high expectations for student achievement,
- ii. Demonstrating effective teaching practices,
- iii. Recognizing individual student learning needs and developing strategies to address those needs,
- iv. Providing clear and intentional focus on subject matter content and curriculum,
- v. Fostering and managing a safe, positive learning environment,
- vi. Using multiple data elements to modify instruction and improve student learning,
- vii. Communicating and collaborating with parents and the school community, and
- viii. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

b. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI.

Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

c. Criterion Performance Scoring

Evidence will be gathered over the year to form the component scores, using a growth philosophy. If growth is made over the year, the higher score (later score) will be used. Criteria Scores: Components scores will be averaged and rounded to reach a final score.

d. Summative Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (distinguished) score shall be awarded by the evaluator. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- i. 8-14 - Unsatisfactory
- ii. 15-21 - Basic
- iii. 22-28 - Proficient
- iv. 29-32 - Distinguished

e. Student Growth Criterion Score

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

- i. 5-12 - Low
- ii. 13-17 - Average
- iii. 18-20 - High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score. If a teacher receives a 1 – low on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

- i. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
- ii. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- iii. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- iv. Create and implement a professional development plan to address student growth areas.

## 2. *Accountability & Evaluation Cycle*

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” does not include ESAs, Counselors, Librarians, Secondary Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement.

A comprehensive evaluation must be completed for classroom teachers who are provisional employees; any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in either of the previous two school years; and all other classroom teachers once every six years. All other teachers are eligible to be on a focused evaluation.

A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or at the direction of the teacher’s evaluator. Such request or direction must be received prior to December 1.

## 3. *Professional Development*

Prior to being observed or evaluated under Article X, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. Such professional development shall be provided as follows:

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher’s position and track in the evaluation cycle.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, inter-rater-reliability, and the use of the specific instructional framework and rubrics contained in this



agreement and any relevant state or federal requirements.

#### 4. Procedural Components of Evaluation

##### a. Notification

The teacher will be notified within two weeks from the start of the school year of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

##### b. Teacher Self-Assessment

- i. Prior to the Pre-Observation Conference, the member may complete a SelfAssessment form.
- ii. No teacher will be required to complete or share the SelfAssessment form with his/her evaluator.

##### c. Student Growth Goal Setting

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

##### d. Artifacts and Evidence

- i. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- ii. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
- iii. A teacher may, but shall not be required to submit artifacts and evidence for completion of the evaluation.

##### e. Informal Observations

- i. An informal observation is a documented observation that is not required to be prescheduled. Additional informal observations may be necessary to collect additional evidence.
- ii. An evaluator may conduct any number of informal observations.
- iii. Observations do not have to be in the classroom. Department or collegial meetings may be used for Informal Observations.
- iv. Informal observations may be documented in writing and if documented, a copy will be provided to the teacher within five (5) days of the informal observation. If there is

an area of concern based upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.

- v. Within five (5) days after receiving documentation from an informal observation, a teacher may request a post-informal observation conference to discuss the informal observation.

- f. A second-year Provisional teacher who receives a summative rating of 3 - Proficient or 4 - Distinguished may be granted continuing contract status for the subsequent school year.

- g. Record-Keeping

The District shall adhere to the following:

The evaluator shall maintain all evidence and artifacts for teachers who receive a basic or unsatisfactory summative rating until the teacher has completed two consecutive years of proficient or distinguished summative ratings.

- h. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

- i. Alternative Evaluator

On request, a teacher may be assigned an alternative evaluator. Such request must be made in writing prior to the first formal observation.

## 5. *Comprehensive Evaluation*

A Comprehensive Evaluation will include evaluation of all eight state criteria.

- a. Pre-Observation Conference

The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

- b. Formal Observations

- i. The first formal observation for each provisional employee shall be conducted within the first ninety (90) days of the school year. The first formal observation for each non-provisional employee shall be conducted by January 1st. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes. Any formal observation shall not be less than 30 minutes in length.
- ii. Observations for provisional or probationary employees will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless agreed to by the employee.
- iii. The evaluator will document all formal observations using the negotiated form and provide copies to the employee within five (5) days.
- iv. The second observations will occur no sooner than six weeks after the first formal observation (unless a shorter time period is agreed to by the employee) and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth.

c. Post-Observation Conference

- i. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation.
- ii. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
- iii. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

d. Final Summative Evaluation Conference

- i. No later than May 15<sup>th</sup> the evaluator and provisional or probational teacher shall meet to discuss the teacher's final summative score. No later than the last day of school the evaluator and non-provisional teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- ii. The teacher has the right to provide additional evidence for each criterion to be scored if it is presented before the summative conference.
- iii. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- iv. The teacher will sign two (2) copies of the Final Summative Evaluation Report within two (2) business days of receipt. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however,

necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

- v. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation within five (5) days of the summative conference.

#### 6. *Focused Evaluation*

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria and a student growth component if not previously included in the goal criteria identified by the teacher and evaluator.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by December 1.

- a. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- b. If the employee chooses criterion 1, 2, 4, 5, 7, 8, or an area of expertise to be further developed, they must also complete the student growth components in criterion 3 or 6.
- c. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required, but will be permissible.
- d. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 6 – Procedural Components of Evaluation, and Section 7 – Comprehensive Evaluation Process, above.
- e. The score received on the selected criterion is the score assigned as the final summative score.
- f. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

#### 7. *Support for Basic and Unsatisfactory Employees*

- a. The Association shall be notified of all teachers receiving an evaluation below Proficient prior to the last day of school.
- b. When a teacher is judged below 3 – Proficient, additional support shall be granted to the employee to support their professional development: support may include but shall not be limited to access to Certificated Instructional Support Personnel, release time for observing other teachers, training in use of adopted curriculum, attendance at relevant

trainings/workshops, teaching assignment(s) which limit the number of preparations and or number of classrooms an employee may be assigned to, and /or other mutually agreeable interventions.

- c. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15 of the following year. If the Formal observation results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

#### 8. *Additional Support for Employees*

The evaluator shall make good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts may include:

- a. A completed comprehensive evaluation conducted in accordance with section 7, above;
- b. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performances and indicating when it has been achieved;
- c. A description of the assistance and service the District will provide to the teacher to improve his/her performance;
- d. Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies;
- e. Written notice to the Association and teacher prior to March 1 or thirty (30) calendar days after the teacher began work, whichever is later.

#### 9. *Probation*

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- a. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience who is comprehensive.

- b. Summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- c. Teachers may only be placed on probation from the Comprehension evaluation system.
- d. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- e. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  - i. The evaluation report prepared pursuant to the provisions of Section 6 above, and,
  - ii. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- f. If the Superintendent concurs with the administrator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15<sup>th</sup> is 1 – Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
  - i. Specific areas of performance deficiencies identified from the instructional framework;
  - ii. A suggested specific and reasonable program for improvement;
  - iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- g. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include support provided and funded by the district, and the dates those supports will be put in place.
- h. Evaluation During the Probationary Period
  - i. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.

- ii. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - iii. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
  - iv. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
  - v. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the district and the Association from a list of evaluation specialists compiled by the ESD.
- i. A teacher who is on a plan of improvement must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2-Basic or above and a teacher of more than five (5) years scores at 3-Proficient or above.
  - j. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
  - k. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

- i. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - ii. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - iii. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- l. Action by the Superintendent

Following a review of any report submitted pursuant to paragraph G above, the Superintendent shall determine which of the alternative courses of action is proper and shall

take appropriate action to implement such determination.

- m. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

#### *10. Non-Renewal (Discharge)*

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

#### *11. Evaluation Results*

- a. Evaluation results shall be used:
  - i. To acknowledge, recognize, and encourage excellence in professional performance.
  - ii. To document the level of performance by a teacher of his/her assigned duties.
  - iii. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
  - iv. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
  - v. As one of the multiple factors in Human Resources and personnel decisions as reflected in Article III Personnel, Section N: Assignment and Transfer, which may include other non-teaching assignments.
- b. As one of the multiple factors in Human Resources and personnel decisions. Evaluation results shall not be:
  - i. Shared or published with any teacher identifying information.
  - ii. Shared or published without notification to the individual and Association.
  - iii. Used to determine any type of base or additional compensation.
- c. Evaluators shall not consider school or District-wide scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.



## **SECTION E: PROBATIONARY PROCEDURE**

The probationary procedure as set forth herein shall provide an employee with assistance through consulting, counseling, and providing other resources as may be utilized in the improvement of performance relating to the instructional program. If it becomes necessary to place an employee on probation, such action shall be in accordance with the Evaluation Procedures. Such probationary period shall begin any time after October 15.

The probationary employee shall be removed from probation at any time if the employee has demonstrated improvement to the satisfaction of the principal or evaluator in those areas specifically detailed in the notice of probation. The probationary employee shall receive a signed, written statement that the employee is no longer on probation.

In carrying out the probation procedure, the following steps shall be followed:

- The principal shall meet with the employee in an attempt to resolve matters' relating to performance before probation is recommended. The employee shall have an opportunity to have an Association representative in attendance at the conference.
- If any employee is being considered for probation, the recommendation to the superintendent for probationary status must be made no later than January 20. The recommendation for probation must be in writing and a copy of that recommendation is sent to the employee.

### *1. Establishment of 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 beginning any time after October 15 and no later than January 20, lasting a period of sixty (60) days and ending no later than May 15. The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- a. Specific areas of performance deficiencies.
- b. A suggested specific and reasonable program for improvement.
- c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee opportunity to demonstrate improvement in area(s) of deficiency(ies).

### *2. Evaluation During the Probationary Period*

During the delivery of a probationary letter, the principal or evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When requested, the supervisor upon consultation with the Executive Director

of Human Resources shall authorize one (1) additional administrative employee to evaluate the probationer and to aid the employee in improving area(s) of deficiency(ies).

During the probationary period, the principal or evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

### *3. Supervisor's Post-Probation Report*

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period. The report shall identify if the performance of the probationary employee has improved and shall set forth one of the following recommendations for further action:

- a. The employee has demonstrated improvement in the stated areas of deficiency to justify the removal of the probationary status, or
- b. The employee has demonstrated improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required, or
- c. The employee has not demonstrated sufficient improvement in the stated areas of deficiency, and action should be taken to non-renew the employment contract of the employee.

### *4. Action by the Superintendent*

Following a review of any report submitted pursuant to Paragraph 3 above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the superintendent determines the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee pursuant to the requirements of RCW 28A.405.100. The employee may be removed from assignment and placed in an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor adversely affect the probationary employee's compensation and benefits for the remainder of the employee's contract year. The District may, at its option, place the employee on paid leave for the balance of the contract.

## **SECTION F: GRIEVANCE PROCEDURE**

### *Purpose*

The purpose of the grievance procedure is to provide a means for the orderly and the expeditious adjustment of a grievance by an employee, group of employees or the association.

Definitions (As used in this section)

1. "Grievance" means a claim by a grievant that this Contract between the District and the Association has been violated, misinterpreted, or misapplied.
2. "Grievant" means the certificated employee(s) or the Association on behalf of a certificated employee(s).
3. "Grievance Form A: Notice of Grievance" means a printed form utilized in the process of adjusting grievances under this procedure. A sample of the form is included in this Contract as "Appendix I".
4. "Days" shall mean school days, unless specifically stated otherwise. In between school years, days shall mean business days.

*General Conditions*

1. *Time Limits* - It is the responsibility of the grievant to utilize the procedure for adjusting grievances as soon as the employee or association is aware of a grievance or within thirty (30) calendar days thereof. The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of prescribed days within each step shall be considered as maximum, and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the parties.
2. *Representation* - At each step in the procedure, the grievant may be represented by an Association representative. The employee has the right at any time to represent grievances and to utilize each step of the procedure except arbitration with counsel of his own choice, so long as the resulting adjustment does not conflict with the terms of the Contract between the District and Association, provided that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.
3. *Confidentiality* - Upon the adjustment of the grievance, the documents, communications, and records, accepting a record of the grievance and the final adjustment thereof shall be destroyed.
4. *Freedom from Reprisal* - Individuals involved in grievance adjustment proceedings whether as a grievant, a witness, an Association representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the grievance adjusting process.
5. *Assistance in Investigation* - During the course of any investigation by the Association, to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request.
6. *Release from Duty* - If attendance at any meetings, hearings, appeals, or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, an association representative, or

otherwise, requires a certificated employee's absence from regular duty assignment; designated employee(s) shall be released from such duty assignment without loss of pay. During the processing of a grievance, the grievant will remain on the job and perform regular contractual obligations.

### *Procedures*

Every effort shall be made to resolve grievances, or potential grievances, through free and informal communications between the grievant and his immediate administrator, except grievances where the immediate supervisor does not have the authority to affect a remedy may be filed at Step Two or if a grievance involved more than one employee or more than one school building, the Step One filing may be waived by the grievant, and the grievance shall be processed at Step Two. However, if such informal processes fail to provide an acceptable adjustment of the grievance, then the grievance may be processed as follows:

Step 1: The grievant may submit an executed Grievance Form A: Notice of Grievance form to the Grievant's immediate supervisor, who shall arrange for a meeting between the grievant and the supervisor to take place within seven (7) school days after receipt by the supervisor, of the grievance form. The grievant, his immediate supervisor, and an Association representative may attend this meeting. After the meeting, the supervisor shall within five (5) school days, provide for the grievant a written response to the grievance.

Step 2: If the grievance is not adjusted at Step 1 to the satisfaction of the grievant, then the grievant or, at his request, the Association acting on his/her behalf may refer the grievance to the superintendent or designee within six (6) school days after the time limit set in Step 1. The superintendent or designee shall arrange to meet with the grievant within five (5) school days after the grievance has been referred. Either the superintendent, or-designee, and the grievant may have others present who may contribute to an acceptable adjustment of the grievance. The superintendent or designee shall provide a written decision concerning the grievance and any adjustment to the grievant and the Association within five (5) school days after the meeting.

Step 3: *Arbitration* - If the grievant is not satisfied with the disposition of the grievance at Step 2, or if the superintendent or designee has not provided a written decision within the time limits prescribed in Step 2, the grievant may request the Association to have the matter submitted to arbitration. The Association shall render a decision on submission to arbitration within ten (10) days.

Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association president, or their designee, will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator or to obtain such a commitment within the ten (10) day period. A request for a list of arbitrators may be made to the American Arbitration Association by either party. The arbitrator shall be selected from said list by a representative of the Board and the Association alternately striking names until only one name remains. The first party to strike a name shall be determined by a coin toss.

During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds of evidence not previously disclosed to the other party.

The arbitrator shall render a decision, which shall be final and binding upon the parties. Such decision shall be in writing to the Board with copies to the grievant and the Association within twenty (20) days of hearing of the grievance by the Arbitrator. Expenses involved by arbitration shall be shared equally by both parties. Expenses of representation shall be borne by the party incurring them.

If a demand for arbitration is not filed within thirty (30) days of the date on which the meeting prescribed in Step 2 is held, then the grievance shall be withdrawn.

### *Exclusions*

Non-renewal of contract or discharge shall be excluded from review under the grievance procedure contained in this Contract. An employee receiving notification of non-renewal of contract or discharge may elect to have the matter heard by a hearing officer in accordance with the applicable state law.

## **SECTION G: PERSONNEL FILES**

1. There shall be maintained such personnel records as are required by law and for the orderly and efficient operation of the school district.
2. Such personnel records shall not be considered public records open to public inspection unless otherwise required by Chapter 42.56 RCW, the Public Records Request Act.
3. Permanent personnel records will be maintained by the District.
4. Personnel records are the property of the District and may not be removed from the District office or destroyed without the specific approval of the superintendent.
5. Personnel records are open for inspection by the principal or supervisor for whom the employee works or may work, by the employees designated to keep up the file and record systems, by the Board and by the individual employee who wishes to inspect their own district file.
6. A certificated employee may place comments on items already in his or her personnel file. The certificated employee may add items relating to honors, performances, or job-related experiences. The District, upon receipt of any derogatory material relating to any employee, shall notify said employee within ten (10) days in which to respond and to attach an addendum to said materials.
7. Each certificated employee's personnel file shall contain the following minimum items of information:

- a. all the employee's evaluation reports
  - b. copies of contracts or employment agreements
  - c. other required basic information
- 8. Discipline documents will be removed after two years, upon request of the employee, if there has been no recurrence of the event, which precipitated the original complaint.
- 9. Any inspection of personnel files shall be in the presence of the superintendent or their designee.

#### **SECTION H: STAFF PROTECTION**

- 1. The district shall protect certificated employees who are acting within the scope of their employment by purchasing public liability insurance, which shall include certificated employees as named insured under the liability insurance policy(s) of the District. Such insurance shall provide as follows:
  - a. Miscellaneous bodily injury - \$300,000 per occurrence
  - b. Miscellaneous property damage - \$100,000 per occurrence
  - c. Automobile bodily injury - \$250,000 per person/\$500,000 per occurrence
  - d. Automobile property damage - \$100,000 per occurrence
- 2. The district shall not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during the regular duty hours or for extracurricular activities outside the regular duty.
- 3. Any certificated employee who is verbally abused or bodily harmed by an individual or group while carrying out his assigned duties shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the Superintendent of the incident and take immediate steps in cooperation with the certificated employee to provide every reasonable means of protection. Upon the request of an affected employee, the District shall have its legal counsel review the incident for possible prosecution.
- 4. The District shall adopt such methods as it and the district insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures.
- 5. In the event an employee's personal property is damaged or stolen, the following provisions apply:
  - a. The limit of liability for any one occurrence shall be \$500 (five hundred dollars) per claim.
  - b. The coverage afforded shall apply with respect to damage to an automobile or other motorized vehicle only as excess over any other valid and collectible insurance.

- c. The company's obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount of \$10.00 (ten dollars) per claim.

Certificated employees eligible for reimbursement under this provision shall register personal property with the building principal.

## **SECTION I: CONTRACTS, WORKDAYS, AND PAYMENT**

### *Certificated Employee's Contract*

The District shall provide each certificated employee with a contract with assignments indicated therein and in conformity with Washington State Law and the terms and conditions of this Contract.

### *Copies of Contract*

Employees can access their contract via electronic personnel file.

### *Release from Contract*

An employee under contract shall be released from the obligations of the contract upon request under the following conditions:

1. A Separation of Employment form must be submitted to the Superintendent's office,
2. A release from contract shall be granted provided a Separation of Employment form is submitted by July 1.
3. A release from contract shall be granted after July 1 only with approval of the Superintendent or designee.

### *Length of Contract*

1. The length of the regular certificated employee contract shall be 180 instructional/non-instructional days. Any extension of contracted days by the District shall be computed on 180 instructional/non-instructional days. Any state extension of contracted days by the District shall be computed on 180 state scheduled days plus extension of contracted days per diem of the certificated employee's contracted rate of pay.

### *State Scheduled Days*

If the legislature funds days beyond 180 days of instruction (See No. 1 above), the district and the school sites will plan the activities for these days.

### Additional Teaching Assignments

In the event that an employee consents to teach an additional class beyond their base contract, they shall be offered a supplemental contract at the employee's prorated per diem rate. This does not pertain to intermittent coverage.

1. Selection for these contracts shall follow the reassignment procedures in Article III, Section O, Number 3.
2. The supplemental contract will include:
  - a. Salary
  - b. Hours and/or days
  - c. Duration
  - d. Payment of additional one (1) hour per week of content prep time

### *Per Diem Days:*

1. The length of the employee base contract will be one hundred eighty two (182) days and the work year will consist of one hundred eighty (180) instructional days and two (2) non-instructional days. In addition to the 180-day regular contract, employees will work the following non-instructional days:
  - a. District Scheduled Day: One day (day 181) shall be the Teacher Orientation Day before school starts and shall be structured by the district.
  - b. For the 24-25 and 25-26 school year October State Professional Day: Upon mutual agreement between the District and association the date may be adjusted.
    - i. OSD and OEA will determine together the structure of the LID day adhering to state requirements regarding restricted use of funds.
    - ii. The OEA President will determine which OEA members will be on the committee.
2. In addition to the base contract, employees may work the following days at the employee's per diem rate of pay:
  - a. In-service Training Days: Two (2) days will be used for in-service training. These days will be restricted in use and may not be used for other purposes.
  - b. State Professional Learning Days: Two (2) days will be used for professional learning. These days will be restricted in use and may not be used for other purposes.



- c. Supplemental Contracts: Ten percent (10%) supplemental enrichment contracts shall be applied to the salary schedule. Ten percent (10%) of the employee's base pay shall be paid on supplemental enrichment contract. Such payment is for work outside the contracted workday, workshops, attendance at open house, IEP meetings, voluntary interview committees, voluntary attendance at conferences outside of the district, or other such activities.

\*Those having remaining inservice training days/state scheduled days, may use that time to cover time for attendance at any conference/training that extend past the normal 7.5 hr work day/37.5 hr work week, excluding travel time to and from conferences/training.

3. Employees may apply to the Assistant Superintendent for Curriculum, Instruction and Assessment for no more than two (2) additional contract days for the purpose of curriculum preparation or special instructional projects. Employees receiving such approval shall be compensated at the rate of 1/180 of the employee's full contracted rate of pay. The Superintendent shall review and give approval to those requests that meet District needs. Any single employee is only eligible to receive this once in a three-year period. The District shall set aside \$5,500 per year for this purpose.
4. Teachers new to the District or employees transferred to a new assignment shall be granted one (1) additional contract day at the employee's full contractual per diem.
5. Early dismissal of students prior to Thanksgiving vacation break shall be for a minimum of two (2) hours. School will dismiss at the regular time prior to winter vacation break.  
(Goes into effect only if/when the District applies and is denied 180 instructional day contract)

#### *Length of Workday*

The length of the employee workday shall be 7.5 hours. All employees shall receive a thirty (30) minute, duty-free lunch period during the regular lunch period. An employee may, upon permission from the building principal, leave during the school day or immediately thereafter in order to attend a class, a professional meeting or other type of professional activity that requires attendance, or on personal business.

1. Start and end times, which will vary from school to school, will be determined by the district and based on the needs of safe and efficient school function. The difference between student starting and dismissal time shall be no less than a combined 40 minutes. Staff workday hours shall be dedicated for fulfilling professional responsibilities. Such professional responsibilities include:
  - a. Preparing for instruction of classes;
  - b. Consulting with students;
  - c. Consulting with parents;
  - d. Participating in such other activities that pertain to the district's educational program;
  - e. K-6 teachers opening their classrooms five (5) minutes prior to the student start time;

- f. Walking their students out of the building in a safe and healthy manner. Teachers will not be required to perform bus duty.

### *Calendar*

#### 1. Perpetual Calendar Development Criteria:

##### a. Instructional Days

- i. There will be 180 instructional days in the year.
- ii. Kindergarten Student Start: Kindergarten students will start three (3) school days after the first day of school. Kindergarten teachers shall be on the same schedule as other certificated staff.

#### 2. The week of the first instructional day of the new school year.

- a. School will be scheduled to begin on the last Thursday of August. The remainder of the week will be as follows:
  - i. Monday: New Teacher Orientation
  - ii. Tuesday: All Staff Orientation
  - iii. Wednesday: No Scheduled Activities
  - iv. Thursday: First Day of School

#### 3. School Holidays (RCW 28A.150.050), except Winter Break. The following are school holidays:

- a. Labor Day (first Monday in September)
- b. Veterans' Day (November 11)
- c. Thanksgiving Day and days immediately before (Wednesday) and following (Friday)
- d. Christmas Day
- e. New Years Day
- f. Martin Luther King Day (third Monday in January)
- g. Presidents' Day (third Monday in February)
- h. Memorial Day (last Monday in May)
- i. Juneteenth (June 19th)
- j. Fourth day of July (or the Monday following if it is on a weekend) for Summer School

#### 4. Detail of Winter Break:

- a. Christmas Break will start on Monday the week of Christmas Day and will be ten (10) weekdays.

#### 5. Spring Break the first full week of April.

6. Early Release - The following days will be student early release days as stipulated below:
  - a. Last Day of School (3.5 hour early release) - (Early check-out process will be communicated allowing certificated staff to leave at student dismissal). Employees will be free to leave after the students have been dismissed and have checked out.
  - b. Grade Prep (2 hour early release) - There will be a grade prep on the last day of the term.
7. Mid-Winter Break
  - a. The Friday before Presidents Day 3 day weekend and the Tuesday after.
8. Snow Day
  - a. Friday before Memorial Day will be considered a “snow day”. There will be no school on that day unless school was canceled earlier in the school year due to weather or other emergency.
9. State Professional Learning Days and Learning Improvement Days (LID)
  - a. One (1) day will be scheduled in October on the State Professional Development Day.
  - b. The remaining days will be scheduled throughout the school year.
  - c. Any LID time reinstated by the state shall be added to the calendar based on negotiation of the use of the time.
10. OSD Conference Week (Fall and Spring)

7.5 extra hours split between Tuesday and Thursday to allow for more evening time for parents and provide all teachers and staff Friday off on Conference Week.

  - a. Tuesday ( $7.5 + 3.5 = 11$  hours)  
Normal work day with students, then conferences from:  
3:00 pm to 6:30 pm (secondary)  
4:00 pm to 7:30 pm (elementary)
  - b. Wednesday - Normal work day
  - c. Thursday ( $7.5 + 4 = 11.5$  hours)  
No students - conferences from 8:30 am to 8:00 pm (PK-12)
  - d. Friday - School Closed
11. PLC Time

Each Monday of the school calendar shall be a late start for PLC. Should the district not offer PLC time, each Monday will be a regular start time.

### *Teacher Workload*

The District shall make every attempt to maintain reasonable class size. Principals shall give special attention to balancing the responsibility for special needs students. Whenever a work load exceeds the maximum sizes listed in this section, the District shall make every reasonable effort to reduce or balance the workload within 10 days (inclusive of steps and timelines for employee input). The District may employ any means it determines appropriate to correct a work load problem, including, but not limited to the following:

1. From an additional or combination class section
2. Transfer students, if such transfer is feasible
3. Restructure course offerings
4. Provide additional staff

In order to provide input from certificated employees directly affected by classes larger than the maximum staffing guidelines, the following procedures shall be followed:

1. The principal shall meet with the affected certificated employee(s) to analyze and develop a tentative solution plan.
2. The principal will schedule a conference with the appropriate administrator. Affected certificated employee(s) will participate in such conference.
3. Recommendations arising from the conference shall be relayed to the Superintendent for authorization.
4. Determination of action to be taken shall be announced to the principal and certificated employee(s) within five (5) school days of the time the Superintendent receives the recommendation.
5. Maximum Work Load:

K-1	21 per class
2-3	24 per class
4-6	26 per class
7-12	90 students on roster in a four (4) period day or 120 students on roster in a five (5) period day or 150 students on roster in a six (6) period day or 168 students on roster in a seven (7) period day

Art, Library, Music and Physical Education class size shall be limited by safety and available facilities.

Physical education classes shall not exceed 37  
Weight room and exercise room shall not exceed 32

Advisory constitutes a period during the day if scheduled for an average of 4 or more days per week for an average of 25 minutes or more per day. If a schedule change eliminates or significantly reduces the advisory period to less than 25 minutes then the parties agree to bargain the impact of that change.

6. Overload payment: Overload is based on students actively enrolled as documented by the class roster for each class section or instructional period per day.

In the event of a work load overage, the employee so affected shall be paid a stipend for each day of overage, until such matter is otherwise resolved.

Elementary            Twelve dollars (\$12.00) per student per day or  
Secondary            Three dollars (\$3.00) per student per day over maximum class load.

Overage payments will be retroactive to the first day of overage if overage continues beyond the 10 day limit. If the overage is fixed with the 10-day limit there will not be an overage payment.

\*Educational Assistant time shall be .5 hour per student per day for first 5 students and 1 hour per student per day for every student thereafter.

7. Special Education Workload:

- a. Class Size, IEPs and Case Loads:

<b>Elementary Levels</b>	<b>Class Size</b>	<b>IEPs</b>	<b>Case Load</b>
Life Skills	8 students per class	8	8
Self-Contained	12 students per class	12	12
Resource Room	10 students per class	30	30
Case Manager		92 IEPs for 1.0 FTE 46 IEPs for 0.5 FTE	

\*IEP coverage will be paid according to subsection e.  
Preschool shall be 10 students per class and case load of 30 per FTE.

<b>Secondary Levels (Middle and HS)</b>	<b>Class Size</b>	<b>IEPs</b>	<b>Case Load</b>
Life Skills	10 students per class	10	10

Self-Contained MS	12 students per class	12	12
Self-Contained HS	15 students per class	15	15
Resource Room	15 students per class	35	35

<b>Educational Staff Associates (ESA)</b>	<b>Case Load</b>
Speech and Language Pathologist	65
Occupational Therapist	65
Physical Therapist	65

The district special education class size shall be regulated according to the following:

- i. Each referenced category above shall be provided an educational assistant. The assigned educational assistant mentioned in this section shall not be counted for overload purposes.
  - ii. Para educator support will be determined by student's needs (instructional support, behavioral management, physical assistance, health needs, toileting, etc.) in each special education setting.
  - iii. If the student needs exceed current para educator time allotted, then the affected staff member shall submit in writing a request for additional para educator support to the director of special education. A decision shall be rendered within ten (10) contracted work days.
- b. Overload is based on students actively enrolled as documented by the class size enrollment for each class section or instructional period per day. Instructional period shall be defined as:
- i. K-12 Life Skills and Self-Contained instructional period = each instructional period to include advisory.
  - ii. K-5 Elementary Resource room instructional period = each period of instruction offered for students (reading, writing, math, social skills, etc.)
  - iii. 6-12 Middle School/High School Resource Room/Self-Contained = each bell period to include advisory.
- c. In the event overload is exceeded, the affected employee shall notify the building principal. Procedures shall follow article III, Personnel, Section H, Teacher workload and options to be considered shall be but not limited to:
- i. Transfer excess students to another class or,
  - ii. Determine an appropriate amount of additional para educator time or,
  - iii. Hire additional certificated employees or,

- iv. Grant release time or,
  - v. Provide overload payment for class size overload.
- d. Overload overage payment:
- i. Life Skills/Self-Contained will be twelve (\$12.00) per student overage per day per instructional period.
  - ii. Resource will be paid six (\$6.00) per student overage per day per instructional period.
- e. IEP hours will be provided to IEP case managers annually outside of contracted hours for purpose of IEP writing and preparation, testing, special services-related meetings, and other duties as required by the special education program. IEP hours may be submitted for release time or payment at the per diem rate, according to the following(timesheets must accurately reflect actual time worked):
- i. Preschool = Up to 2 hours
  - ii. Resource Room = Up to 3 hours
  - iii. Self-Contained = Up to 3 hours
  - iv. Life Skills = Up to 4 hours
  - v. SLP/OT/PT = Up to 1 hour
- f. Special Education Instructional Support:

Secondary: In an effort to support Special Education students in general education classes, each Middle School Resource Room teacher and each High School Special Services (except Adaptive Life Skills) teacher will be scheduled for an inclusion support/case management period during the instructional day. If a schedule change eliminates or significantly reduces the advisory period to less than 25 minutes then the parties agree to bargain the impact of that change. Life Skills/Self-Contained teachers may be allotted up to one day per month for an inclusion support/case management period during the instructional day. The purpose of the inclusion support/case management period is to perform such duties as: gather student data, provide direct instructional support to students in and for general education classrooms, periodic IEP-related testing, provide direct assistance and guidance to general education teachers for instructional adaptations and modifications, and periodic communication with other staff and parents regarding the student (if the schedule of teaming time does not otherwise allow). If an employee is required by an administrator to substitute during scheduled inclusion support/case management time, the employee will be compensated at his/her per-diem wage.

The instructional support time referenced in this section is provided based upon instructional delivery for Special Education students in a traditional bell-schedule model.

The district retains the discretion to implement a different instructional model based upon

student educational needs.

Special Education/504 meetings are scheduled by the case manager as appropriate (Wednesday meeting restriction shall apply to individual student meetings).

Upon Association request, the district will provide the Association with a list of teacher class loads.

g. Speech Language Pathologist/Occupational Therapist/Physical Therapist

- i. Para educator support will be provided based on:
  1. Number of students on caseload
  2. Needs of students on caseload
  3. Numbers of buildings served
  4. SPED Director and SLPs/OT/PTs will collaborate to determine the needs of a para educator per specialist/caseload, based on the above factors.
- ii. The district will pay applicable professional membership and certification dues up to \$600.00.
- iii. SLPs/OTs/PTs and the district will collaboratively determine position assignments based on qualifications and experience, caseload, and program needs.
- iv. The district will pay a mentor stipend of \$500 to SLPs/OT/PT assigned to oversee new-to-district SLPs/OTs/PTs for one year, or assigned to CFY SLPs or OT/PTs completing first practicum year.
- v. The district will pay a \$5,000 annual stipend to all SLP's who have attained their national certification.

# of Assigned IEPs (Case Managed)	Added para educator support hours per week (proportionate to amount of overload)
66-76	Up to 6 (additional)
77-87	Up to 9 (additional)
88-98	Up to 12 (additional)

If an SLP/OT/PT is to receive para educator support, but para educator support position is all or partially vacant, the SLP will qualify for overload compensation based on the prorated caseload over 65 students, which shall be one (\$1.00) per student per day.

h. School Psychologists

- i. A workgroup consisting of district school psychologists and the director of special education will meet to review the number of previous year(s) reports and project the upcoming school year reports. At a minimum, the projected number will be divided by 70 and rounded up .5 to allow for growth.



- ii. No more than 70-reports per year: report is defined as initial evaluation, reevaluation, waiver of evaluation, transfer review, behavior plans, and manifestation determinations.
- iii. Overloads shall be compensated according to the following schedule:  
2 hours per diem pay for every evaluation over 70.
- iv. Caseload will be prorated based on employee FTE for part-time psychologists.
- v. The district will pay a mentor stipend of \$500 to psychologists assigned to oversee an intern for the year.
- vi. The school psychologist work group will collaborate with management to determine positions based on student enrollment, reevaluations, past referral rates, student need, school psychologist qualifications and experience and program/building needs.

### **SECTION J: SALARIES AND STIPENDS**

Salary criteria to accompany basic schedule (Appendix A: the current salary schedule).

#### *Salary Recalculation Provision*

Newly hired certificated employees shall be placed on the Othello School District salary schedule commensurate with their total years of teaching experience.

Step and lane adjustments shall take effect September 1. Credits and clocks hours shall be submitted to the district Human Resources office for salary advancement no later than October 1. District personnel will be responsible for calculating the availability of increments to staff under the Othello School District salary schedule by October 31.

For purposes of salary placement, ten (10) clock hours shall equal one (1) credit. Clock hours and corresponding credits will be allowed for moving lanes if total number of clock hours/credits are commensurate to total number of credits required in each lane.

IPD flow through increase for the 24-25 SY and 25-26 SY.

“Flow through” is defined as actual IPD, rebase, and new state apportionment funds that are allocated for certificated salaries. Salary increases shall be applied to the “Annual Contract” no later than September 1.

OSD will add longevity pay to teachers with more than 16 years of service as follows:

17-20 Years: 1.0%  
21-25 Years: 1.5%  
26-30 Years: 2.0%  
31+ Years: 2.5%

Certificated employees upon employment with the District shall provide an official transcript(s) of college work for determining placement on the salary schedule. Certificated employees thereafter when eligible for horizontal movement on the certificated employees' salary schedule,

shall move down to the equivalent of their full teaching experience in accordance with the provisions of this section.

*1. Mileage*

Certificated employees who are required and approved to use personal automobiles in carrying out their assignment will be reimbursed according to District Policy No. 6213.

*2. Extra-Curricular Categories and Salary Schedule (See Appendix C and D)*

*3. Extended Contract Schedule (See Appendix B)*

*4. Staff Development*

It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of certified employees. In order for it to be most effective, staff development should be specific, ongoing, and needs to be related to state, district and building goals.

*5. Extra Duty Pay*

An hourly extra duty pay of at least minimum wage per hour will be paid by the District for employee hours involved in District approved activities that occur outside the regular contract work day.

Payment for such activities shall be at the discretion and pre-approval of the superintendent or his designee.

*6. Certificated Duty Pay (BA-0 step 0 hourly wage)*

Any certificated duty pay equal to the hourly rate of a beginning teacher will be paid by the district for employee hours involved in the following district approved activities that occur outside the regular contract work day. Such activities shall include, but are not limited to, the following:

- a. District Authorized Committees
- b. Science/Math Fairs Coordinators

It is the District's sole responsibility to determine which and how many district committees student activities will be offered.

*7. Per Diem Extra Duty Pay (Staff Lane and Step hourly wage)*

Hourly per diem shall be paid by the District to employees involved in the following District approved activities:

- a. Saturday School
- b. Evening School
- c. Instructional Materials Committee

d. Staff Development Committee

8. *College Credit Tuition Reimbursement*

Certificated staff is to receive tuition reimbursement for college credit up \$500 per year for the first five years in Othello School District. Employees must submit a Staff Reimbursement Claim for Travel and Other Expenses form. Reimbursement can only be claimed once per year and is not carried forward to the next year.

9. *New Teacher Moving Stipend*

To assist with relocating costs the district will provide all new (non-returning) staff with a moving stipend of \$1500 payable at the start of the school year in which they are hired (by August 31<sup>st</sup>). To be eligible, new hires must hold a valid Washington State Teaching or ESA Certificate.

10. *Teacher Bonuses*

- a. Washington State provides a bonus to all eligible K-12 public school National Board Certified Teachers (NBCTs).
- b. The District shall pay bonuses to all eligible National Board Certified and national association certified teachers and ESEA's, including counselors, and psychologists.
- c. Teachers, counselors, Speech Language Pathologists, Occupational Therapists, Physical Therapists and psychologists who hold a valid certification from the National Board of Professional Teaching Standards (NBPTS) or similar national associations, such the National Association of School Psychologists (NASP), National Board for Certification of Occupational Therapy (NBCOT), the Federation of the State Boards of Physical Therapy (FSBT), and the American Speech Language/Hearing Association (ASHA) shall be paid an annual bonus equal to the NBCT stipend.
  - i. Employees who hold a valid certificate from National Boards for the entire duration of the academic year will receive an annual bonus as set by the state.
  - ii. Employees who attain a valid certificate from National Boards during the current school year will receive 60% of the annual bonus for that current year.
  - iii. Employees in qualifying challenging schools may receive an additional bonus. This additional bonus is based on the employee's percentage of time spent in the qualifying challenging area. WAC 392-140-973(3) provides additional guidance on eligibility details.
- d. Payment of National Board Certified Teacher (NBCT) or equivalent national bonus will be paid within the month immediately following the District's receipt of NBCT funds from the State.

- e. If the State discontinues NBCT bonuses, the District will not be obligated to pay these bonuses for all employees.

#### *11. Special Education Incentive Pay:*

In recognition of the additional duties (i.e. hygiene, behavioral, feeding, medical, etc.) and the time and the effort it takes when working with significantly disabled students in Special Education, the following positions will receive an annual stipend of \$2,700: Special Education Preschool, Self-Contained, and Life Skills. These teachers will receive a supplemental contract, prorated based on 1.0 FTE.

### **SECTION K: INSURANCE BENEFITS**

#### **VEBA**

As approved on an annual basis, the District and Association agree to offer participation in a medical reserve trust program for employees:

1. Separating from employment, eligible for retirement, and eligible for up to 180 days of sick leave cash-out at a 1:4 ratio;
2. Who have accumulated 60 days or more days of sick leave, annual cash-out in February of up to twelve (12) days at a 1:4 ratio; and
3. \$1375 payable in a lump sum to each employee's VEBA Account by October 1, yearly.

#### **SEBB**

The district shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition Agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.

The district will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction in the month in which the employee receives benefits. Employee eligibility, plan offerings, premium rates, and employee contributions are determined by SEBB. Employees may go to <https://www.hca.wa.gov/employee-retiree-benefits/school-employees> for eligibility and plan information.

The district will provide benefits to employees through SEBB, to include but not limited to:

- \*Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- \* Basic Long-Term Disability
- \*Vision
- \*Dental Including Orthodontia
- \*Medical Plan
- \*Other benefits as mandated by law

Employees are eligible to participate in the medical flexible spending arrangement (FSA) and dependent care assistance program (DCAP) offered by the district through SEBB. Employees will also have the option of enrolling in a Health Savings Account (HSA) when qualifying high deductible health plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc).

#### Eligibility

All employees shall be eligible for full insurance coverage under the SEBB program if they work or are anticipated to work 630 hours or more in an eligibility year, unless employment is terminated. Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the district shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve the 630 hours, that employee will be provided with benefits coverage. Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits. References: WAC 182-30, 182-31, 180-30-070, 182-30-040, 182-31-040, and 182-31-050.

#### Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment. When an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31. In cases when an employee provides notice of an alternate date, the district will provide the employee notification, in writing, of the impact on benefit eligibility and coverage.

### **SECTION L: TAX-SHELTERED ANNUITIES**

Certificated employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

### **SECTION M: LEAVES**

Provisions for absence from work with pay will be granted under the following terms: Illness, Injury, and Emergency Leave.

Each contracted full-time certificated employee shall be granted twelve (12) days per year with full compensation for illness, disability, injury, and emergencies. Unused leave shall accumulate without limitation and such accumulated leave may be taken at any time during the calendar year. Doctor's certification of illness may be required by the school district if an employee is absent for five (5) or more consecutive days or if a distinguishing pattern of absenteeism occurs. The recommendation of a doctor

for consultation, treatment, etc., to or by a specialist shall be considered in the same category as illness in regard to leave from school, provided it is for treatment of an injury or condition of an emergency nature.

Employees may cash in unused sick leave days above an accumulation of sixty (60) days from the previous year's accumulation at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At employee's option, the employee can cash out unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter at the rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. Written request for such cash out must be made before February 1. No employee may receive compensation for sick leave accumulated in excess of one day per month.

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

Each contracted full-time employee shall be able to accumulate sick leave without limitation, but is allowed only to use 180 days for sick leave buy-out upon retirement.

#### 1. *Medical*

If paid days are exhausted (personal and sick), the employee may be eligible for shared leave. If the shared leave is exhausted, the employee will receive unpaid leave through the applicable State and Federal leave laws. The benefits will be covered for the period of any applicable State or Federal leave. The District's portion of insurance premiums will be covered for the period of any applicable State or Federal leave. The employee may apply for Paid Family Medical leave (PFML) and/or Family Medical Leave (FMLA) as provided hereinabove.

- a. Illness shall be defined as sickness or disability, which renders the employee incapable of performing usual duties.
- b. *Maternity/Paternity or Adoption Leave*  
Employees anticipating such leave shall give written notice to the District at least thirty (30) days prior to the start of that leave. That notice shall include a statement of expected return to employment. The district shall grant sick leave, to include shared leave, for maternity / paternity purposes to employees for pregnancy, birth, disability and to bond and care for a newborn, an adopted child or newly placed foster child (RCW 41.04.650).
- c. *Injury*  
Absence resulting from an injury suffered in the performance of the employee's usual duties shall be submitted to the Department of Labor and Industries for determination of benefits under the statutes governing Workmen's Compensation. The District shall pay full and usual compensation to the employee to the extent of accumulated illness, injury, and emergency leave. Any benefits paid by the Department of Labor and Industries shall be remitted to the

District until accumulated leave is exhausted. The employee's sick leave account shall be reduced by a fraction equal to actual District payout as compared to total salary.

d. *Washington State Paid Family Medical Leave (PFML)*

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year.

Employees shall decide if/when sick leave/shared leave is utilized, in accordance with the applicable State and Federal leave laws. Such leave may be used consecutively with the employee's other leave entitlements unless the employee elects otherwise, however this may be subject to change based on future state regulations. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave. Eligibility and qualifications are subject to the provisions of Washington PFML.

e. *Leave Sharing*

Bargaining unit members who have accrued more than twenty-two (22) days of sick leave may donate accumulated sick leave. Employees may not donate an amount of sick leave that will result in sick leave account going below twenty-two (22) days. The employee donating the days shall specify the number of days to be donated. Transfers of sick leave under this provision are limited to transfers from employees who do not accrue annual vacation leave. Donated sick leave shall not be counted as deleted from the current year accumulation for sick leave cash out purposes.

The employee receiving the donated days must have exhausted all available leave before using the donated days, and be suffering from, or have a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on unpaid leave of absence.

Requests for the initiation of a sick leave sharing program must be accompanied by a doctor's statement indicating that a valid medical condition exists, which precludes the employee from returning to work. If the medical condition does not exist with the employee, then it must also be established that the family would greatly benefit from the personal attention of the employee.

No employee shall be allowed to receive an amount of donated leave which totals more than 180 days during one contract year. Furthermore, no employee may request a transfer of an amount of leave that would result in his or her sick leave account going below twenty-two (22) days. Donated but unused leave days shall revert back to the employee who donated the leave days. An employee receiving donated sick leave days shall receive the same benefits and pay as if he or she had been working. For purposes of this section an FTE day donated

will provide for an FTE day received regardless of the salary status of the donating and receiving employees.

Contributions of sick leave shall be on a voluntary basis and the names of donors shall be kept confidential. The association shall be permitted to make its membership aware of the need for donations but shall be precluded from individual solicitations. The names of individuals who do or do not make donations shall not be published.

## *2. Emergency*

- a. An emergency is defined as a sudden, generally unexpected occurrence or set of circumstances demanding immediate action which is beyond the control of the employee and which requires the personal presence of the employee for necessary action.
- b. The employee must give the District as much advance notice as is reasonable under the circumstances.
- c. The need for emergency leave shall be substantiated as required by the District. Non-Illness related Emergency leave shall be deducted from the appropriate classification of leave aligned with the initial request for absence. The type of leave is subject to change pending documentation of the circumstances of the emergency leave.

## *3. Family Illness Leave*

An employee may use sick leave in the event of an illness/emergency related emergency in the employee's immediate family or for others as approved by the Superintendent or designee.

## *4. Bereavement Leave*

Bereavement leave of up to five (5) days shall be granted in the event of a death in the certificated employee's immediate family\*, as defined in this Contract, to allow for attendance at a funeral, service, or related function. Such leaves will be with full pay. Bereavement leave will not be deducted from the employee's accrued sick leave.

\*Definition: Immediate family is defined as being a father, mother, sister, brother, wife, husband, child, fiancé, fiancée, father-in-law, mother-in-law, sister-in-law, brother-in-law, son in-law, daughter-in-law, grandchild, grandparent, aunt, uncle, or a more distant relative if living in the same household. Consideration will be made for other family members for funerals and/or hospitalization.

## *5. Personal*

- a. **Five (5) personal leave days** separate from any other leave will be granted each year.
  - i. Requests for such leave must be submitted at least forty-eight (48) hours prior to the need for such leave.



- ii. Personal leave requests can be made starting the first day of school.
- iii. Personal leave shall not be requested or granted for the first five student days and the last five student days of each school year. Unique personal situations may be appealed to the superintendent.
- iv. No more than one person per building may use personal leave on the last day preceding or the first school day following any school holiday, or on any Article IV Section C conference day, or during the five school days prior to the last five days of school. A school holiday is defined as any weekday during the school year when school is not in session.
- v. Leaves shall be granted on the earliest employee notification date. The building administrator shall keep track of requests.

- b. The District will automatically cash out any employee having unused personal leave time at the end of the contract year at a rate equal to one-half (1/2) their daily rate. The personal leave cash-out distribution will be made on the August paycheck.

#### 6. *Jury Duty*

Leaves of absence with pay will be granted for jury duty. The certificated employee shall notify the District when notifications to serve on jury duty is received.

#### 7. *Extended Leave*

- a. An employee may request a leave of absence without pay for a period not to exceed one year. Such requests shall be reviewed by the superintendent and may be approved if they so recommend and a suitable replacement is available.
- b. Return to service shall only be at a term break.
- c. Employees returning from such leaves shall be placed in the same or comparable position held prior to the granting of said leave except that these employees are also subject to the provisions of "Reduction and Recall".

#### 8. *Subpoena*

Subpoena leave shall be granted upon presentation of the subpoena to the superintendent. Leave will be with pay only if the subpoenaed employee is not an interested party in a suit against the District.

#### 9. *Military*

Employees shall be granted military leave of absence when required by law. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

#### 10. *Professional Meetings*

Absence for attendance at professional meetings, when approved in advance by the superintendent, is allowed without deduction. Such absences do not count against accumulated leave days. Professional meetings herein are not those of the Association.

#### 11. *Sabbatical*

The District may authorize sabbatical leaves with payment of up to fifty percent (50%) of a teacher's regular salary. Such leave may be granted to one certificated person from the teaching staff for purposes of independent study, enrollment in college, or for any other purpose which in the District's judgment would be of significant value to the District. Appropriate procedures shall be adopted by the District for the administration of sabbatical leaves.

#### 12. *Association*

- a. For the purposes of carrying out its rights and obligations as the exclusive bargaining representative under RCW 41-59, the Association shall be entitled to twenty (20) work days per school year for the purpose of improving labor management relations between the Association and the District. The Association shall pay the substitute daily rate of pay for each day utilized.
- b. No more than four (4) Association members will be allowed to be absent from the District at any time for such leave, except by approval of the Superintendent. The District shall receive written notification of the need for such leave at least two (2) days prior to the time the leave is to take effect. In the event an emergency meeting is called, verbal notification shall be given to the principal and/or superintendent. The leave shall be granted provided the position is covered.
- c. If the Public Employment Relations Commission (PERC) rules that such leave is improper support of the Association, this provision shall become invalid.
- d. The Othello Education Association and the Othello School District agree that the Association President will be released .2 release. The Association assumes .2 of the salary and benefits for the Association President. The district will assume the costs of the substitute time when applicable. The purpose of this release time is for Association business. Prior to the beginning of each school year, the district and the Association shall meet to discuss and agree on coverage/implementation.

#### 13. *Absence Without Pay*

- a. Written requests for absences from work not listed in any of the above provisions that require a deduction from the regular salary equal to number of days absent shall be submitted to the Superintendent/designee for consideration (Number of days absent over the total contracted

days times the total contracted salary will determine the amount of deduction).

- b. Upon the birth or adoption of a child an employee shall have the option by making a written request to the superintendent not later than ten days after the birth of adoption to take unpaid leave for the remainder of that school year. If such leave is for less than 90 school days, the employee will have the option to take an additional year of unpaid leave by requesting the leave in writing to the superintendent prior to June 1 of the year prior to the year of the additional leave. In each of these cases the leave must be taken to the end of the school year. An employee returning from such leave shall be placed in the position last held or in a similar position in the district.
- c. Absence without pay resulting in deduct leave may impact years of service (salary placement, seniority, benefits, etc.).

#### 14. *General*

Any abuse in the use of any of the described leaves shall be cause for appropriate disciplinary action.

### **SECTION N: STAFF REDUCTION AND RECALL**

- 1. If the District adopts a modified or reduced educational program because of significant revenue loss or major decline in enrollment, the following guidelines will be used to determine the programs and services to be retained, modified, or eliminated:

In adopting a reduced educational program which will require reduction, modification, or elimination of positions involving certificated employees, the certificated employees required to implement the modified or reduced educational programs or services shall be selected as hereinafter provided.

- a. Certificated employees retained to implement the modified reduced educational program as determined by the Board shall possess such valid Washington State Certificates or Federal/State program qualifications as may be required for the position being filled.
- b. Employees will be grouped district-wide first as to classroom categories:
  - i. Grade K through 6
  - ii. Grades 7 through 8
  - iii. Grades 9-12
  - iv. Specialties (Federal/State Programs)

Any employee may be included in any of the above categories for which he holds the proper certification or qualifications.

- c. Employees will then be grouped by academic areas within the above category.

Employees will be eligible to qualify for placement in the following academic areas:  
This list may be updated as positions change with an MOU.

<u>Secondary</u>	<u>Elementary</u>
Art	Multilingual
Multilingual	Grades K-6
Counseling	Library
CTE	Music
Language Arts	Physical Education
Library	Special Education
Mathematics	Computers
Music	Art
Physical Education	
Reading	
Science	
Social Studies	
Special Education	

The above academic areas shall not restrict or limit the Board in its adoption of a modified education program because of restricted or limited financial resources.

- d. Certificated employees will be retained for available positions within each category or area on the basis of seniority (years of experience) as a certificated employee in education in Washington State. Within each category or specialty, the most senior employee shall be retained to meet the needs of the District's modified or reduced education program.
2. Each certificated employee will be evaluated for retention in any category or specialty in which he is qualified, without loss of seniority regardless of whether the employee is in such a position at the time the reduced or modified educational program was adopted. Employees shall first be considered for retention in their current assignment. No district personnel outside the bargaining unit shall be allowed retention under the contract.
3. Placement Criteria - To be qualified for placement in a category or specialty, an employee must meet any one of the following criteria.
  - a. Must have successfully taught one (1) year in such category or specialty.
  - b. Must have the equivalent of a college major/minor in that category or specialty. The certification of the major or minor must be an official transcript contained within the certificated employee's personnel file by November 1 of each school year.
4. If seniority rankings for a given position are equal, the preference will be given to the employee who has the highest academic and experience placement on the current salary schedule as credited by the District Superintendent's office. If after each consideration the employees are still equally ranked, the

position will be filled by "lot."

5. An employee may file a written appeal with the superintendent to request reconsideration or modification of retention categories or specialties for which the employee is qualified. The employee must include a full statement in the appeal as to the facts on which he/she contends the reconsideration or modification should be based. In the event that the appeal to the superintendent is not resolved, an employee may appeal to the Board of Directors within ten (10) days after the superintendent's response. Upon receipt of the appeal, at the next regular board meeting the Board shall act on any appeal(s) and render a decision within five (5) days after the meeting.

For the purpose of this section, an employee will be considered qualified in a specific category if the employee can prove to the satisfaction of the District that any one of the criteria in Paragraph 3 above has been met.

6. If it is necessary to give notice of non-renewal to an employee because the District has adopted a reduced or modified educational program for financial reasons, the District shall publish and distribute the implementation thereof to all teachers a seniority list ranking each teacher from the greatest to the least seniority based upon categories and specialties set forth above.

"Seniority" within the meaning of the Agreement shall be defined as length of service within the District as recognized by the District for salary purposes; provided the employee shall be granted full seniority credit for each year of teaching experience in any district(s) in the state of Washington, as credited on the district salary schedule.

## 7. Recall

- a. All certificated employees who are not recommended for retention in accordance with these procedures shall be given a notice of non-renewal of contract in accordance with statute and shall be placed in an "employment pool" for re-employment purposes.

This pool re-employment period shall be for a period of two (2) years, renewable for an additional year upon written request of the employee. The most senior employment pool personnel shall be hired to fill open positions within their qualifications under the guidelines set forth above. Members of the employment pool will also have first priority for substitute positions for which they are qualified.

- b. When a vacancy occurs for which any person in the employment pool is qualified, notification from the school district to such individual will be made by certified mail or personal contact by the superintendent or his designee. Such individual will have five (5) calendar days from the receipt of the letter or from the date of personal contact to accept the position.
- c. If an employee in the employment pool fails to accept a position for which he or she is eligible, pursuant to the criteria herein before set forth, such individual shall be dropped from

the employment pool.

- d. Certificated personnel within the employment pool may pay their total insurance premiums to the District, and in turn the District will forward the money to the appropriate center so the member of the employment pool and or their dependents will be included in the group insurance.
- e. Either party may request negotiations concerning affirmative action consequences preceding a staff reduction and recall under the section.

### **SECTION O: ASSIGNMENT AND TRANSFER**

In order to assure pupils are taught by certificated employees working within their areas of competence, certificated employees shall not be assigned except in accordance with the regulations of the State Board of Education and to subjects and/or grades or other classes outside their teaching certificates and/or major or minor fields of study. Previous teaching experiences or other related educational background/training may be considered in lieu of major and/or minor.

For the purpose of this section, the following definitions will apply:

An ASSIGNMENT is defined as the placement of an employee in a particular grade level, combination of grade levels, subject area, combination of subject areas, or special program (i.e. Special Services, Highly Capable, Title I, etc.)

A VACANCY is defined as a position, which has been vacated and will be refilled; one which has been newly created or a temporary position anticipated being of 90 or more days in duration.

A REASSIGNMENT is defined as a change in an employee's assignment. A reassignment may or may not involve a transfer.

A TRANSFER is defined as the movement of an employee's assignment to a different building. A transfer may or may not involve a reassignment.

A VOLUNTARY TRANSFER OR REASSIGNMENT is a transfer or reassignment that is initiated by the employee.

An INVOLUNTARY TRANSFER OR REASSIGNMENT is a transfer or reassignment initiated and directed by the employer.

SENIORITY, for the purpose of transfer and reassignment, is the length of service with the District.

1. Unless a teacher is on probation, there will be a \$500 notification incentive for employees who notify the District by February 1 of their intent to resign. Employees shall assist the district in transitioning

incoming staff, prepare area for new staff, and participate in an exit interview.

2. In the determination of involuntary assignments and transfers, the District shall select the least senior employee for such assignments and/or transfer. The District shall make every effort to avoid involuntary transfers through the placement of voluntary transfers and newly hired employees.
3. Reassignment Process: An employee who desires a reassignment shall submit a completed Reassignment Request Form (Appendix K) to the building principal by April 1. Employees may request additional reassignments after April 1 and the building principal may grant such request at his/her discretion when the reassignment does not create substantial added staffing concerns.

In determination of reassignments, the building will determine qualifications of each in-building applicant desiring said position. Qualifications shall be determined using the following criteria and the employee meeting the greatest number of criteria shall be offered the assignment.

- a. Certificated endorsement for the grade level, subject area, or program.
- b. Previous proficient in all criterion areas/successful experience in the grade level or subject area.
- c. Additional related educational background or training.

Upon request of the employee, the building principal will arrange a meeting to discuss reasons for non-selection.

4. Transfer Process: an employee who desires a transfer shall submit a completed Transfer Request Form (Appendix L) to the superintendent or designee by April 1. Employees may request additional transfers after April 1 and the superintendent or designee may grant such request at his/her discretion when the transfer does not create substantial added staffing concerns.

In determination of transfers, and after the reassignment process, the district will determine qualifications of each in-district applicant desiring said position. Qualifications shall be determined using the following criteria and the employee meeting the greatest number of criteria shall be offered the assignment.

- a. Certified endorsement for the grade level, subject area, or program.
- b. Previous proficient in all criterion areas/successful experience in the grade level or subject area.
- c. Additional related educational background or training.
- d. Building Interview Process – The interview committee shall provide the building principal input to determine whether the position will be offered.

Upon request of the employee, the superintendent or designee will arrange a meeting to discuss reasons for non-selection.

5. Beginning the first district work day following the last day of school, the District may post simultaneously for internal and external applicants. Employees having a written request on file with the District must insure that a correct mailing address, e-mail, and phone number is included. The District shall contact via e-mail or telephone.

Upon request of the employee, the superintendent will arrange a meeting to discuss reasons for non-selection.

## **SECTION P: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING**

*School Closure* - In the event that it becomes necessary to close the school(s) because of inclement weather, volcanic eruption, or other acts of God, the district administration shall notify the area communications media as early as possible. Hazardous health and safety conditions, which require the closing of school(s) for students, shall apply equally to all employees.

*Delayed Opening/Early Dismissal* - In the event that the district administration decided to delay the opening of school(s), employees shall report thirty (30) minutes before the students arrive. In the event the district administration decides to dismiss early, employees may leave after the students have departed.

*Compensation and Benefits* - On workdays when school is not in session because of conditions not within the control of the district administration due to acts of God, the District will make every effort to allow staff to make up any missed work time so no reduction in pay will occur. If employees are exempted from making up work loss time by order of the Governor or the State Office of Public Instruction, such makeup time will not be required and no employee shall suffer loss of pay.

*Make-up School Days* - When the District is required by law to make up school days missed in order to receive its appropriation due to emergency school closure, such scheduling of make-up days shall be accomplished through consultations between the District and the Association.

<b>ARTICLE IV - INSTRUCTION</b>
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### **SECTION A: STAFF ORIENTATION**

It is recognized that proper orientation of new certificated employees is an important function in the continued success of the educational program, and to this end the Association shall have the opportunity to participate.

### **SECTION B: SPECIAL EDUCATION CLASS PLACEMENT**

The placement of a special education student in a regular classroom shall be determined by the building principal or his designee in consultation with the affected classroom teacher and appropriate resource specialists. The placement of students shall be in accordance with applicable state and federal laws and regulations.



Special education students assigned to a regular classroom one hour or more per day shall be included in that teacher's class size computations.

Any certificated employee who is assigned a special education student shall be eligible for District paid in-service training. This training shall be conducted during the employee's workday.

### **SECTION C: PREPARATION/CONFERENCE TIME**

1. *Elementary teachers* shall be scheduled periods of continuous uninterrupted time to be used for general classroom preparation and/or conferencing with patrons, students or other officials. This time shall be within the regular student day and shall not be regularly assigned or contracted to other duties except for covering classes as provided under Number 6 of this section. Elementary teachers shall have a weekly average of forty-two (42) minutes per day. When specialists are absent, the district will make attempts to ensure employee preparation time is maintained. Should an employee lose planning time, the impacted employee shall receive payment equal to his/her per-diem rate of pay for time lost.
2. *Secondary teachers* shall have one period in the schedule to be used for general classroom preparation and/or conferencing with patrons, students, or other officials. This time shall be within the regular student day and shall not be regularly assigned or contracted to other duties except for covering classes as provided under Number 6 of this section.
3. IEP and 504 meetings may be scheduled on the 2nd, 4th, and 5th Monday of each month. No other meetings can be scheduled by administrators on Mondays, with the exception of late start PLC meetings. Prohibited administrative meetings encompass staff/faculty assemblies, building meetings, discipline committee sessions, or departmental gatherings.

The 1st and 3rd Mondays of each month will be reserved for union business.

4. *Covering Classes* - The District shall make provision for coverage whenever a certificated employee is absent. Whenever a regular substitute is not available, the building principal shall seek volunteers to cover the class. If no volunteers are forthcoming, the principal may assign regular employees on a rotational basis. Payment for covering classes shall be at per diem rate of the teacher's salary.

### **SECTION D: STUDENT DISCIPLINE - DUE PROCESS**

1. The District shall expect student behavior consistent with its policies and procedures. Before the end of September of each year, the District shall distribute to and review with employee employees policies on student discipline. This review shall provide ample opportunity for discussion of federal and state laws concerning student discipline and employee's rights and responsibilities related hereto.
2. It is understood that discipline shall be enforced fairly and consistently regardless of sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in Washington public

schools, including public charter schools. Broad federal regulations implementing Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and Titles VI and VII of the Civil Rights Act of 1964 similarly prohibit discrimination based on sex, race, creed, religion, color, national origin, and disability in federally assisted education programs or activities.

3. Each certificated employee shall have the authority to impose discipline upon a student for misconduct, which violates rules of the school or district. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the district and consistent with federal or state laws and regulations.
4. The Board and administration shall support and uphold certificated employees in their efforts to maintain discipline in the District and shall give timely, appropriate responses to all teachers' requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and wellbeing of students and teachers is supported by the Board.
5. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to address student discipline problems warranting administrator intervention. Administrators will provide notification of who the designee is.
6. Student Exclusion from a Class
  - a. "Classroom exclusion" means the exclusion of a student from a classroom or instructional or activity area for behavioral violations subject to the requirements in WAC 392-400-330 and 392-400-335. Classroom exclusion doesn't include actions that result in missed instruction for a brief duration when:
    - i. A teacher, or other school personnel, attempt other forms of discipline to support the student in meeting behavioral expectations; and
    - ii. The student remains under the supervision of the teacher or other school personnel during such brief duration.
  - b. Teachers shall have the authority to exclude a student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision from the classroom for the balance of the class and/or activity or up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first. Confer will be defined as to try to resolve the matter or at least determine the points of conflict. Reasonable efforts will be made to hold a meeting with the teacher, student, and parent/guardian to identify strategies that will help the student be successful upon reentry to the classroom (moved from below where struck). Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two

days, or until the principal or his or her designee and the teacher have conferred. Prior to the student being re-admitted to class, the teacher will be informed about the resolution of the problem. Reasonable efforts will be made to hold a meeting with the teacher, student, and parent/guardian to identify strategies that will help the student be successful upon reentry to the classroom.

- c. Any teacher exclusion extending beyond one day will be deemed as a suspension and appropriate student due process will attach.
  - d. Except in emergency situations, the teacher must attempt another form of corrective action.
  - e. It shall be the responsibility of the teacher to contact the excluded student's parent(s) or guardian, unless the exclusion results in more serious disciplinary action such as suspension as determined by the principal or designee.
  - f. Before re-admittance to class, there may be at the option of the teacher or principal a signed agreement finalized between the student, parent or guardian, principal, and the teacher specifying the future behavior expectations of the student.
  - g. Teachers shall be given notice two (2) days in advance, if information is known, of dangerous or potentially dangerous students being assigned to his/her classroom.
7. In instances where classroom disruption is so severe that a danger to other students or staff exists, the teacher shall determine whether it is safest to remove the individual student creating the disturbance or removing other students for the safety of the students and staff.
8. Every school will have and follow a school-wide discipline matrix which aligns with the District Operating Policies and state law.
- a. The building discipline matrix must be reviewed at least once a year, and updated if needed, by the last day of school.
    - i. The revision process will be a collaborative endeavor with the staff, students, parents and administration.
    - ii. The discipline matrix review committee is open to all building staff.
  - b. Schools may have alternatives to "out-of-school suspension" as determined by the schoolwide discipline matrix.
9. School principals will meet with their faculty annually to establish and/or review building disciplinary standards and procedures to reassure for accuracy and consistency uniform enforcement of building standards. These meetings shall include information concerning applicable federal, state, and local laws; District rules, regulations, and procedures pertaining to student rights, teacher rights, due

process, and the processing of student discipline.

10. Instances where student behavior warrants suspension or expulsion, the teacher shall receive a verbal or written response from the administrator as to the disposition of the matter.
  - a. The administration will make every reasonable effort to include the staff, parent/guardian, and student in re-engagement/re-entry meetings, and plans before the student returns to class.
  - b. If staff member is unable to attend they shall be invited to submit information and ideas pertinent to the situation.
11. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use professional judgment including reasonable use of physical restraint concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws and regulations.
  - a. Special education teachers shall receive training/explanation of the discipline process for special education students.
  - b. The district shall provide additional resources (CPI training, de-escalation training, additional para support as necessary) to teachers who work with violent or aggressive students.
  - c. General education teachers assigned students with 504 plans or IEP's participate in the development of student behavior plans of students assigned to them.
12. Legal Redress: The district shall support any teacher in seeking legal redress for violations of the law committed by students, members of the public, or staff who intimidate, harass or physically/verbally abuse staff while he/she is performing contracted duties. Such support shall be evidenced through aiding the teacher in contacting the county prosecutor for purposes of processing the case.

#### **SECTION E: STUDENT BEHAVIOR COMMITTEES**

When a majority of certificated staff members at a site determine that a student behavior committee is needed, a certificated staff member selected by the certificated staff and the principal shall assist in the formation of a site behavior committee.

The staff member and the principal will recommend the configuration of the committee including the number of members and the method of representation (i.e. by department, grade level, classified employees, students, parents, etc.). Certificated staff representatives to the site behavior committee shall be selected by the certificated staff of the site. This committee will work with administrators to address discipline concerns.

## **SECTION F: TEACHER PARTICIPATION**

The parties agree that employee participation on district and building level committees is important.

Faculty members who are expected to represent their colleagues on District or building level committees shall be selected for such representation cooperatively by the appropriate administrator and appropriate faculty members. It shall be understood that an employee so selected to represent employees shall be expected to communicate with the employees represented.

Curriculum adoption shall be in accordance with RCW 28A.320.230.

## **SECTION G: TEACHERS ON SPECIAL ASSIGNMENT (TOSA)**

### **Dean of Students**

#### **1. General Purpose**

- a. Deans of Students are beneficial to the District instructional program. Deans of Students shall not be considered as administrators/supervisors.

#### **2. Supplemental**

- a. Dean of Students will be given the basic teacher contract of 180 days and supplemental contracts for time, professional development, in-service, athletic supervision, etc. In addition, they will be given ten (10) extended days paid at per diem.

<b>ARTICLE V - DURATION AND SIGNATORY PROVISION</b>
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THIS CONTRACT shall remain in full force and effect from September 1, 2024, to and including August 31, 2026 except for automatic re-openers caused by legislative impacts. Either party may, upon written notice no later than sixty (60) days before the date of expiration, give notice of intent to negotiate a successor Contract to the other party.

Upon mutual consent of both parties, this Contract may be periodically reviewed and modified at any time.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of June, 2024.

For the Association

For the Board

\_\_\_\_\_  
Othello Education Association  
President

\_\_\_\_\_  
Othello School District  
Superintendent

## APPENDIX A:

### Salary Schedules

**2024-2025 CERTIFICATED BASE + ENRICHMENT & LONGEVITY CONTRACTS - Includes Staff Orientation Day and LID Day - Total of 182 Days**

STEP		BA-0	BA-15	BA-30	BA-45	BA-90	*BA-135	MA-0	MA-45	MA-90
0	Base	\$57,829	\$59,391	\$61,009	\$62,630	\$67,834	\$71,186	\$69,331	\$74,537	\$77,891
	Enrichment	\$5,783	\$5,939	\$6,101	\$6,263	\$6,783	\$7,119	\$6,933	\$7,454	\$7,789
	Total	\$63,612	\$65,331	\$67,109	\$68,893	\$74,617	\$78,304	\$76,264	\$81,990	\$85,680
1	Base	\$58,607	\$60,190	\$61,830	\$63,523	\$68,780	\$72,114	\$70,102	\$75,360	\$78,693
	Enrichment	\$5,861	\$6,019	\$6,183	\$6,352	\$6,878	\$7,211	\$7,010	\$7,536	\$7,869
	Total	\$64,467	\$66,209	\$68,013	\$69,875	\$75,658	\$79,325	\$77,112	\$82,896	\$86,562
2	Base	\$59,349	\$60,947	\$62,603	\$64,428	\$69,670	\$73,038	\$70,878	\$76,121	\$79,489
	Enrichment	\$5,935	\$6,095	\$6,260	\$6,443	\$6,967	\$7,304	\$7,088	\$7,612	\$7,949
	Total	\$65,284	\$67,042	\$68,864	\$70,870	\$76,637	\$80,342	\$77,966	\$83,733	\$87,438
3	Base	\$60,113	\$61,727	\$63,401	\$65,283	\$70,516	\$73,965	\$71,614	\$76,842	\$80,295
	Enrichment	\$6,011	\$6,173	\$6,340	\$6,528	\$7,052	\$7,396	\$7,161	\$7,684	\$8,030
	Total	\$66,124	\$67,900	\$69,741	\$71,811	\$77,568	\$81,361	\$78,775	\$84,527	\$88,325
4	Base	\$60,862	\$62,546	\$64,232	\$66,178	\$71,442	\$74,917	\$72,385	\$77,649	\$81,125
	Enrichment	\$6,086	\$6,255	\$6,423	\$6,618	\$7,144	\$7,492	\$7,238	\$7,765	\$8,112
	Total	\$66,948	\$68,801	\$70,655	\$72,796	\$78,586	\$82,409	\$79,623	\$85,414	\$89,237
5	Base	\$63,612	\$64,321	\$65,031	\$67,084	\$72,330	\$75,874	\$73,168	\$78,414	\$81,959
	Enrichment	\$6,361	\$6,432	\$6,503	\$6,708	\$7,233	\$7,587	\$7,317	\$7,841	\$8,196
	Total	\$69,973	\$70,753	\$71,535	\$73,793	\$79,563	\$83,461	\$80,484	\$86,256	\$90,154
6	Base	\$64,409	\$65,129	\$65,847	\$68,005	\$73,224	\$76,789	\$73,971	\$79,191	\$82,752
	Enrichment	\$6,441	\$6,513	\$6,585	\$6,801	\$7,322	\$7,679	\$7,397	\$7,919	\$8,275
	Total	\$70,850	\$71,642	\$72,432	\$74,806	\$80,547	\$84,467	\$81,368	\$87,110	\$91,027
7	Base	\$65,824	\$66,559	\$67,293	\$69,567	\$74,864	\$78,526	\$75,476	\$80,772	\$84,433
	Enrichment	\$6,582	\$6,656	\$6,729	\$6,957	\$7,486	\$7,853	\$7,548	\$8,077	\$8,443
	Total	\$72,407	\$73,215	\$74,023	\$76,523	\$82,350	\$86,379	\$83,023	\$88,849	\$92,877
8	Base	\$67,957	\$68,716	\$69,474	\$71,938	\$77,306	\$81,103	\$77,842	\$83,213	\$87,008
	Enrichment	\$6,796	\$6,872	\$6,947	\$7,194	\$7,731	\$8,110	\$7,784	\$8,321	\$8,701
	Total	\$74,753	\$75,588	\$76,422	\$79,132	\$85,037	\$89,213	\$85,626	\$91,534	\$95,709
9	Base	\$67,957	\$70,996	\$71,779	\$74,331	\$79,824	\$83,750	\$80,235	\$85,733	\$89,658
	Enrichment	\$6,796	\$7,100	\$7,178	\$7,433	\$7,982	\$8,375	\$8,024	\$8,573	\$8,966
	Total	\$74,753	\$78,096	\$78,957	\$81,764	\$87,807	\$92,125	\$88,259	\$94,306	\$98,624
10	Base	\$67,957	\$70,996	\$74,112	\$76,848	\$82,414	\$86,473	\$82,755	\$88,323	\$92,376
	Enrichment	\$6,796	\$7,100	\$7,411	\$7,685	\$8,241	\$8,647	\$8,275	\$8,832	\$9,238
	Total	\$74,753	\$78,096	\$81,523	\$84,533	\$90,656	\$95,120	\$91,030	\$97,156	\$101,613
11	Base	\$67,957	\$70,996	\$74,112	\$79,439	\$85,126	\$89,266	\$85,346	\$91,036	\$95,171
	Enrichment	\$6,796	\$7,100	\$7,411	\$7,944	\$8,513	\$8,927	\$8,535	\$9,104	\$9,517
	Total	\$74,753	\$78,096	\$81,523	\$87,383	\$93,639	\$98,193	\$93,880	\$100,139	\$104,688
12	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$87,912	\$92,173	\$88,038	\$93,819	\$98,081
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$8,791	\$9,217	\$8,804	\$9,382	\$9,808
	Total	\$74,753	\$78,096	\$81,523	\$90,143	\$96,703	\$101,391	\$96,842	\$103,200	\$107,889
13	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$90,765	\$95,153	\$90,826	\$96,671	\$101,059
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,076	\$9,515	\$9,083	\$9,667	\$10,106
	Total	\$74,753	\$78,096	\$81,523	\$90,143	\$99,841	\$104,668	\$99,908	\$106,338	\$111,165
14	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$93,631	\$98,243	\$93,694	\$99,726	\$104,152
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,363	\$9,824	\$9,369	\$9,973	\$10,415
	Total	\$74,753	\$78,096	\$81,523	\$90,143	\$102,994	\$108,068	\$103,064	\$109,699	\$114,567
15	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$96,068	\$100,801	\$96,129	\$102,319	\$106,860
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,607	\$10,080	\$9,613	\$10,232	\$10,686
	Total	\$74,753	\$78,096	\$81,523	\$90,143	\$105,675	\$110,881	\$105,742	\$112,551	\$117,547
16	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$97,988	\$102,816	\$98,053	\$104,365	\$108,996
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,799	\$10,282	\$9,805	\$10,437	\$10,900
	Total	\$74,753	\$78,096	\$81,523	\$90,143	\$107,787	\$113,098	\$107,858	\$114,802	\$119,895
17-20	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$97,988	\$102,816	\$98,053	\$104,365	\$108,996
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,799	\$10,282	\$9,805	\$10,437	\$10,900
	Longevity 1%	\$680	\$710	\$741	\$819	\$980	\$1,028	\$981	\$1,044	\$1,090
	Total	\$75,433	\$78,806	\$82,264	\$90,962	\$108,767	\$114,126	\$108,838	\$115,845	\$120,985
21-25	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$97,988	\$102,816	\$98,053	\$104,365	\$108,996
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,799	\$10,282	\$9,805	\$10,437	\$10,900
	Longevity 1.5%	\$1,019	\$1,065	\$1,112	\$1,229	\$1,470	\$1,542	\$1,471	\$1,565	\$1,635
	Total	\$75,772	\$79,161	\$82,634	\$91,372	\$109,257	\$114,640	\$109,329	\$116,367	\$121,530
26-30	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$97,988	\$102,816	\$98,053	\$104,365	\$108,996
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,799	\$10,282	\$9,805	\$10,437	\$10,900
	Longevity 2%	\$1,359	\$1,420	\$1,482	\$1,639	\$1,960	\$2,056	\$1,961	\$2,087	\$2,180
	Total	\$76,112	\$79,516	\$83,005	\$91,782	\$109,747	\$115,154	\$109,819	\$116,889	\$122,075
31+	Base	\$67,957	\$70,996	\$74,112	\$81,948	\$97,988	\$102,816	\$98,053	\$104,365	\$108,996
	Enrichment	\$6,796	\$7,100	\$7,411	\$8,195	\$9,799	\$10,282	\$9,805	\$10,437	\$10,900
	Longevity 2.5%	\$1,699	\$1,775	\$1,853	\$2,049	\$2,450	\$2,570	\$2,451	\$2,609	\$2,725
	Total	\$76,452	\$79,871	\$83,375	\$92,191	\$110,236	\$115,668	\$110,309	\$117,411	\$122,620

\* BA135 FOR GRANDFATHERED EMPLOYEES THROUGH AUGUST 31, 2021 ONLY

## **APPENDIX B:**

### **Extended Contract Schedule**

Extended time includes project visitation, home visitation, student visitation, conferences/workshops/ meetings, curriculum work, shop room preparation, etc. The time does not include travel time to and from meetings, etc., or free time at meetings, etc. The days listed below are the maximum allotted days for the position. The time completed under the extended contract must be submitted through timesheet for payment. Submitted timesheets must be turned in within 30 days in which the time was completed.

<u>Librarians</u>	5 days
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The District will provide an additional 26 hours clerical help.

<u>Instructional Coaches</u>	10 days
------------------------------	---------

District Multilingual Specialist	10 days
----------------------------------	---------

#### Dean of Students

Elementary	10 days
------------	---------

Dean of Athletics and ASB	10 days
---------------------------	---------

#### Counselors

Elementary	2 days
------------	--------

Middle School	12 days
---------------	---------

High School	12 days
-------------	---------

#### Registered Nurses

20 days
---------

1 RN uses the 20 days for Summer School

1 RN used the 20 days for August prep

#### Music

HS Band	30 days
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HS Choir	9 days
----------	--------

MS Band/Choir	10 days
---------------	---------

Elementary Music	2 days
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#### CTE Teachers

Family and Consumer Science	15 days
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Business Education	20 days
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STEM	7 days
------	--------

Health Science	3 days
----------------	--------

Skilled/Technical Science	5 days
---------------------------	--------

Agriculture Education	40 days
-----------------------	---------



Dual Language Spanish Teachers

2 days

Psychologist, Behavior Specialist, PT, OT and SLP  
(Speech Language Pathologist)

10 days

\*If MS Band/Choir position splits, the days will be split Band 6 and Choir 4.

Extended contract days are per 1.0 FTE teacher assignment in specified teaching areas, If less than 1.0 FTE in specified teacher areas, days shall be prorated per teacher FTE.

## **APPENDIX C**

### **Extra-Curricular Certificated Categories - Subject to Appendix D**

<u><b>GROUP 1</b></u> HS ASB Advisor	<u><b>GROUP 2</b></u> MS ASB Advisor	<u><b>GROUP 3</b></u> HS Asst Band Director National Board Facilitator HS Annual/Yearbook
<u><b>GROUP 4</b></u> MS Annual/Yearbook	<u><b>GROUP 5</b></u> Drumline Director Jazz Band Jazz Choir HS/MS Dept Heads Elem Grade Chairs National Honor Society Advisor Senior Class Advisor	<u><b>GROUP 6</b></u> HS Club Advisors (approved) MS Club Advisors (approved) HS Class Advisors (9,10,11) National Junior Honor Society Advisor

### **Extra Curricular Expectations**

**HS ASB:** ASB elections, meetings, overseeing ASB budget and purchases, planning, running, and supervising assemblies and activities (homecoming, dances etc). Job includes an extra prep period built into daily schedule.

**MS ASB:** ASB elections, meetings, overseeing ASB budget and purchases, planning, running, and supervising assemblies and activities and concessions. Job includes an extra prep period built into daily schedule.

**HS Band:** Concerts, sporting events fall and winter, parades, performances and competitions.

**HS Choir:** Concerts, performances and competitions.

**MS Band/Choir:** Concerts, parades, performances and competitions.

**Elem Music:** Concerts, performances and competitions if applicable.

**Drumline Director:** Concerts, performances and competitions.

**Asst. HS Pep Band Director:** Assists band director at games and parades.

**Grade Chair/Dept Heads:** Attend building leadership meetings, plan and lead dept/grade chair meetings.

**Club Advisors:** Are expected to have at least 15 hours of work for each club - including but not limited to meetings, planning and activities.

**National Honor Society:** New positions may be added at any time with agreement of both OEA and OSD.

**APPENDIX D**

**EXTRA-CURRICULAR SCHEDULE**  
**Certificated Positions/OEA Represented**  
**Percent multiplied by certificated base - BA00 Salary**

<b>Group</b>	<b>0 EXP</b>	<b>1 EXP</b>	<b>2 EXP</b>	<b>3 EXP</b>	<b>4 EXP</b>	<b>6 EXP</b>	<b>10 EXP</b>	<b>15 EXP</b>
<b>1</b>	15.50%	16.50%	17.50%	18.50%	19.50%	20.50%	22.50%	24.50%
<b>2</b>	10.00%	10.50%	11.00%	11.50%	12.00%	12.50%	13.50%	14.50%
<b>3</b>	7.50%	8.00%	8.50%	9.00%	9.50%	10.00%	10.50%	11.00%
<b>4</b>	5.00%	5.20%	5.40%	5.60%	5.80%	6.00%	6.20%	6.40%
<b>5</b>	3.00%	3.20%	3.40%	3.60%	3.80%	4.10%	4.40%	4.70%
<b>6</b>	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%

OTHELLO SCHOOL DISTRICT  
Certificated Support Personnel (ESA)

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_ Observation Date: \_\_\_\_\_

Ratings: (S) Satisfactory (N/I) Needs Improvement (U) Unsatisfactory (N/A) Not Applicable (N/O) Not Observable

## PROFESSIONAL CHARACTERISTICS

CRITERION	S	N/I	U	N/O	N/A
1. Knowledge and Preparation in the Field					
2. Specialized Skill					
3. Management of Special and Technical Environment					
4. The Support Person as a Professional					
5. Involvement in Assisting Pupils, Parents and Educational Personnel					

---

_____ Workload	_____ Adequacy of Supplies	_____ Unique Situations	_____ Physical Facilities
_____ Administrative Support in dealing with discipline problems	_____ Responsibility for exceptional children	_____ Preparation	

---

I have read the above evaluation summary. My signature does not necessarily indicate agreement.

Signature of Employee/Date

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**Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)**

<b>Teacher Information</b>	
Teacher Name	
School Name	
District name	

This template is designed to guide teachers and principals in creating student growth goals for students and administrators to evaluate those goals (3.1, 6.1) and outcomes (3.2 and 6.2). The following tables include a process for completing a student growth goal setting process using the OSPI approved student growth rubrics for the new evaluation system.

It includes the following elements:

<b>Establishing a Focus for Student Growth (SG) Goal</b>	Pages 2 & 3
<b>Documenting Assessments and Scoring</b>	Page 4
<b>Establishing Targets</b>	Page 5
<b>Evaluating Goals for Criterion SG3.1 and SG6.1</b>	Page 6
<b>Evaluating Criterion SG3.2 and SG6.2</b>	Pages 7 & 8

<b>Course/Grade Level Information</b>	
Course/Grade Name	
Brief Course Description	
Grade Level(s)	

<b>Process, Implementation Timeline, and Sign-Offs</b>	
Mark the SG Criterion Comprehensive (3,6) Focused (3 or 6*)	<input type="checkbox"/> SG Criterion 3 <input type="checkbox"/> SG Criterion 6
List the name and current job position of those developing this student growth goal(s).	
Administrator Name & Title	
Administrator sign-off of student growth goal(s).	
Date final is due	

\*See requirements for student growth in focused evaluation.

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

### Establishing a Focus for Student Growth Goal(s):

**Directions:** The questions below help a teacher and principal brainstorm and plan for 3.1, 6.1 and 8.1. This can be done in an instructional team, in a conference between teacher and principal or individually.

**Learning Goal(s):** A description of what students will know/be able to do at the end of an instructional period based on course- or grade-level content standards and curriculum.

### Planning Information for Writing the Learning Goal:

Which big idea is supported by the learning goal?	
Which content standards are associated with this big idea? <i>List all standards that apply, including the text of the standards (not just the code).</i>	
Why is this learning goal important and meaningful for students to learn?	
In what ways does the learning goal require students to demonstrate deep understanding of the knowledge and skills of the standards or big idea being measured?	
Describe the instruction and strategies you will use to teach this learning goal. <i>Be specific to the different aspects of the learning goal.</i>	
Identify the instructional period for the learning goal (e.g., daily class-45 minutes for the entire school year).	
Explain how this time span is appropriate and sufficient for teaching the learning goal.	

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

### Documenting Assessments and Scoring:

**Directions:** The second step in the student growth goal setting process will be to determine the assessment and scoring.

**Assessments and Scoring:** Assessments should be standards-based, of high quality, and designed to best measure the knowledge and skills found in the learning goal. The assessment should be accompanied by clear criteria or rubrics to describe what students have learned.

### Assessments for this Student Growth Goal (s)

Describe the **assessments** (such as performance tasks, projects and their corresponding rubrics) that measure students' understanding of the learning goal.

### Planning Information for Explaining the Use of Assessments and Scoring:

Explain how student performance is defined and scored using the assessments. Include the specific rubric and/or scoring criteria to be used.

How often will you collect data to monitor student progress toward this learning goal?

How will you use this information to monitor student progress and to differentiate instruction for all students (Criterion 6)/ students in the subgroup (Criterion 3) toward this learning goal?

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

### Part 3 Establishing Targets

**Directions:** Use the planning information to guide how you will use previous performance to set baseline data as well as to establish expected targets.

**Targets:** identify the expected outcomes by the end of the instructional period for the whole class (Criterion 6) or for subgroups (Criterion 3), as appropriate.

#### Planning Information for Writing the Target Used to Define Teacher Performance:

Describe the courses, assessments, and/or experiences used to establish starting points and expected outcomes for students' understanding of the learning goal.

Identify the actual performance (e.g., grades, test scores, other assessment data etc.) to establish starting points for students.

#### Expected Targets for this Student Growth Goal(s)

Using students' starting points, identify the **number or percentage of students** expected for each level. Explain how these expected targets demonstrate ambitious, yet realistic goals, for measuring students' understanding of the student growth goal.

Criterion 6: Whole class

☐ High evidence of learning for all/nearly students

Target would be:

☐ Clear evidence of learning for most students

Target would be:

Criterion 3: Subgroup of students not meeting full learning potential.

☐ High evidence of learning for all/nearly students

Target would be:

☐ Clear evidence of learning for most students

Target would be:



## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

**Targets:** identify the expected outcomes by the end of the instructional period for the whole class (Criterion 6) or for subgroups (Criterion 3), as appropriate.

Criterion 3 Completed Student Learning Goal	
Criterion 6 Completed Student Learning Goal	

### Review of the Learning Goal (s)

Use the following protocol to confirm that the Learning Goal has the right size, detail, and depth necessary. <i>(proficient level language is used, please see the critical attributes resource for additional levels of performance)</i> Check the boxes that apply.	The Learning Goal: <ul style="list-style-type: none"> <li><input type="checkbox"/> Identifies subgroups and uses data that identifies students not reaching full learning potential (i.e. achievement/opportunity gaps, ELL, special education, highly capable)*</li> <li><input type="checkbox"/> is specific, measureable and time-bound</li> <li><input type="checkbox"/> is based on multiple sources of available data that reveal prior student learning</li> <li><input type="checkbox"/> is aligned to content standards</li> <li><input type="checkbox"/> is appropriate for the context, instructional interval and content standard(s) (grain size)</li> <li><input type="checkbox"/> demonstrates a significant impact on student learning of content (transferable skills)</li> <li><input type="checkbox"/> Identifies formative and summative measures aligned to learning targets to monitor progress towards goals</li> </ul>
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\*Criterion 3 Only

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

**Administrator completes the sections below using the entire Student Growth Rubric**

<b>Criterion SG3.1 Teacher Ratings:</b> Based on the results of the learning goal, assessments/tasks, and targets a rating is noted below.			
<input type="checkbox"/> <b><u>Unsatisfactory</u></b>	<input type="checkbox"/> <b><u>Basic</u></b>	<input type="checkbox"/> <b><u>Proficient</u></b>	<input type="checkbox"/> <b><u>Distinguished</u></b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).
<b>Criterion SG6.1 Teacher Ratings:</b> Based on the results of the learning goal, assessments/tasks, and targets a rating is noted below.			
<input type="checkbox"/> <b><u>Unsatisfactory</u></b>	<input type="checkbox"/> <b><u>Basic</u></b>	<input type="checkbox"/> <b><u>Proficient</u></b>	<input type="checkbox"/> <b><u>Distinguished</u></b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

**Directions:** Complete this section at the end of the instructional period.

<b>Student Growth Criterion 3.2:</b> Make a student learning claim and provide evidence for the actual outcomes at the end of the instructional period for subgroups not meeting full learning potential.						
<b>Teacher completes the section below</b>						
Make a rating claim as to the level of the actual outcomes based on the goals for student learning.	<table style="width: 100%;"> <tr> <td style="padding: 5px;">Claim</td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished)           </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Clear evidence of learning for most students (Proficient)           </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Some evidence of learning for some students (Basic)           </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> No evidence of learning for most students (Unsatisfactory)           </td> </tr> </table>	Claim	<input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished)	<input type="checkbox"/> Clear evidence of learning for most students (Proficient)	<input type="checkbox"/> Some evidence of learning for some students (Basic)	<input type="checkbox"/> No evidence of learning for most students (Unsatisfactory)
Claim						
<input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished)						
<input type="checkbox"/> Clear evidence of learning for most students (Proficient)						
<input type="checkbox"/> Some evidence of learning for some students (Basic)						
<input type="checkbox"/> No evidence of learning for most students (Unsatisfactory)						
Please provide student learning evidence from at least two points in time that supports your claim of student learning (2 or more sources):						
<b>Administrator completes the section below</b>						
<b>SG 3.2:</b> Based on the claim and evidence a rating is noted below.						
<input type="checkbox"/> <b><u>Unsatisfactory</u></b>	<input type="checkbox"/> <b><u>Basic</u></b>	<input type="checkbox"/> <b><u>Proficient</u></b>	<input type="checkbox"/> <b><u>Distinguished</u></b>			
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.			

## Student Growth Goal Setting Template 2013-14 (Criterion 3 & 6)

Teacher Information	
Teacher Name	
School Name	
District name	

**Directions:** Complete this section at the end of the instructional period.

<b>Student Growth Criterion 6.2:</b> Make a student learning claim and provide evidence for the actual outcomes at the end of the instructional period for the whole class.			
<b>Teacher completes the section below</b>			
Make a rating claim as to the level of the actual outcomes based on the goals for student learning.	Claim <input type="checkbox"/> High evidence of learning for all/nearly students (Distinguished) <input type="checkbox"/> Clear evidence of learning for most students (Proficient) <input type="checkbox"/> Some evidence of learning for some students (Basic) <input type="checkbox"/> No evidence of learning for most students (Unsatisfactory)		
Please provide student learning evidence from at least two points in time that supports your claim of student learning (2 or more sources):       			
<b>Administrator completes the section below</b>			
<b>SG 6.2:</b> Based on the claim and evidence a rating is noted below.			
<input type="checkbox"/> <b><u>Unsatisfactory</u></b>	<input type="checkbox"/> <b><u>Basic</u></b>	<input type="checkbox"/> <b><u>Proficient</u></b>	<input type="checkbox"/> <b><u>Distinguished</u></b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

## APPENDIX G

### Pre-Observation Planning Conference

[    ] Comprehensive Cycle Observation

Evaluatee: \_\_\_\_\_

[    ] Focused Evaluation Cycle

Date: \_\_\_\_\_

[    ] Other

I am planning on observation in your class on \_\_\_\_\_ at \_\_\_\_\_.

Please complete this form and return it to me by \_\_\_\_\_.

Date: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Environment within which evaluatee works as reported by evaluatee or evaluator.

Cite concerns or comments in following areas:

1. Class Size \_\_\_\_\_

2. Limited English \_\_\_\_\_

3. Excessive Behavioral Student \_\_\_\_\_

4. Handicapped Students \_\_\_\_\_

5. Adequacy of Supplies and Equipment \_\_\_\_\_

6. Physical Facilities of Learning \_\_\_\_\_

7. Preparation Time for Evaluatee \_\_\_\_\_

*(Provide 1-3 key ideas per question in the following section, narrative format is not required)*

\_\_\_\_\_

To which part of your curriculum does this lesson relate? (SC4-1a)

Evaluatee's Comments:

Evaluator's Comments:

\_\_\_\_\_

How does this learning "fit" in the sequence of learning for this class? (SC4-1a - SC4-1e)

Evaluatee's Comments:

Evaluator's Comments:

\_\_\_\_\_

Briefly describe the students in this class, including those with special needs. (SC3-1b)

Evaluatee's Comments:

Evaluator's Comments:

---

What are your learning outcomes for this lesson? What do you want the students to understand? (SC4-1c)

Evaluatee's Comments:

Evaluator's Comments:

---

How will you engage the students in the learning? What will you do? What will the students do? (SC4-1e)

Evaluatee's Comments:

Evaluator's Comments:

---

Will the students work individually or as a large group? Provide any worksheets or other materials the students will be using. (SC4-1e)

Evaluatee's Comments:

Evaluator's Comments:

---

How will you differentiate instruction for different individuals or groups of students in the class? (SC4-1e)

Evaluatee's Comments:

Evaluator's Comments:

---

What instructional materials or other resources, if any, will you use? (sc4-1d)

Evaluatee's Comments:

Evaluator's Comments:

---

How and when will you know the students have learned what you intend? (SC6-1f)

Evaluatee's Comments:

Evaluator's Comments:

---

Is there anything that you would like me to specifically observe during the lesson?

Evaluatee's Comments:

Evaluator's Comments:

Observation Time: \_\_\_\_\_ End Time: \_\_\_\_\_ Total Minutes: \_\_\_\_\_ 79

## **APPENDIX H**

### **OSD Observation Narrative Form**

## APPENDIX I

### OSD Instructional Check for Evaluation

Employee: \_\_\_\_\_ Building/Program: \_\_\_\_\_

Evaluator: \_\_\_\_\_ School Year: \_\_\_\_\_

Date of Conference: \_\_\_\_\_ TYPE OF EVALUATION: Comprehensive Mid-Year Eval:

Observation Date(s): \_\_\_\_\_ 90 Day (Provisional): \_\_\_\_\_

Focused Mid-Year Evaluation: \_\_\_\_\_

Other: \_\_\_\_\_

*(The four levels are unsatisfactory, basic, proficient, distinguished)*

		Unsat. 1	Basic 2	Prof. 3	Dist. 4
1	Expectations: Centering instruction on high expectations for student achievement.				
2	Instruction: Demonstrating effective teaching practices.				
3	Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.				
4	Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.				
5	Learning Environment: Fostering and managing a safe, positive learning environment.				
6	Assessment: Using multiple student data elements to modify instruction and improve student learning.				
7	Family and Community: Communicating and collaborating with parents and school community.				
8	Professional Practice: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.				

Comments:

\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date



## APPENDIX J

### Teacher Final Evaluation

Employee:

Building/Program:

Evaluator:

School Year:

Observation Date(s):

Date of Final Conference:

#### *Teacher Final Evaluation Form*

Criteria Score		Score
1	Centering instruction on high expectations for student achievement (2b, 3a, 3c)	
2	Demonstrating effective teaching practices (3b, 4a)	
3	Recognizing individual student learning needs and developing strategies to address those needs (1b, 3e, 3.1, 3.2)	
4	Providing clear and intentional focus on subject matter content and curriculum (1a, 1c, 1d, 1e)	
5	Fostering and managing a safe, positive learning environment (2a, 2c, 2d, 2e)	
6	Using multiple student data elements to modify instruction and improve student learning (1f, 3d, 4b, 6.1, 6.2)	
7	Communicating and collaborating with parents and school community (4c)	
8	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning (4d, 4e, 4f, 8.1)	
Total		

*1-Unsatisfactory; 2-Basic; 3-Proficient; 4-Distinguished*

Summary Narrative:
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#### *Preliminary Comprehensive Summative Scoring:*

Score	8-14	15-21	22-28	29-32
Rating	Unsatisfactory	Basic	Proficient	Distinguished

*Preliminary Comprehensive Scoring:* \_\_\_\_\_

*Preliminary Comprehensive Rating:* \_\_\_\_\_

*Preliminary Focused Score:* \_\_\_\_\_

*(One Criterion)*

**Student Growth Scoring:**

Student Growth Score			
Student Growth Criteria	Goal Setting Score Based on Rubric	Student Growth Score Based on Rubric	Overall Student Growth Criterion Score
Criterion 3	(3.1)	(3.2)	
Criterion 6	(6.1)	(6.2)	
Criterion 8	(8.1)	N/A	
Total Student Growth Score*			

**1-Unsatisfactory; 2-Basic; 3-Proficient; 4-Distinguished**

**\*A student growth score of “1” in any of the student growth rubrics will result in a “Low” growth rating.**

Student Growth Impact Rating Scoring Band			
	Low	Average	High
CE	5-12	13-17	18-20
FE	1-4	5-6	7-8

**CE Student Growth Rating:** \_\_\_\_\_

**FE Student Growth Rating:** \_\_\_\_\_

**Overall Rating (Circle One):                      Unsatisfactory                      Basic                      Proficient                      Distinguished**

**Evaluator Summary Comments:**

**Evaluatee Comments:**

**Signatures:**

The employee’s signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the report and/or summative score. The Evaluatee has the option to review for 2 business days before signing.

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

## **APPENDIX K**

### **OSD Teacher Evaluation**

#### **POST OBSERVATION CONFERENCE**

Interview Protocol for a Post-Conference (Reflection Conference)

Teacher:

School:

1. In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?
  
2. If you were able to bring samples of student work, what do these samples reveal about those students' levels of engagement and understanding?
  
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
  
4. Did you depart from your plan? If so, how and why?
  
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
  
6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

## APPENDIX L

### Othello School District No. 147-163-55 and Othello Education Association

#### Grievance Form A - Notice of Grievance

Grievant: \_\_\_\_\_ Date of Formal Presentation: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Home: \_\_\_\_\_ School: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Level Field: \_\_\_\_\_

Subject Area/Grade Level: \_\_\_\_\_ Association Representative: \_\_\_\_\_

#### Statement of Grievance

1. Date Grievance Occurred: \_\_\_\_\_

2. Policy(s), rule(s), regulation(s), and section(s) of the Contract related to grievance:

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3. Person(s) involved other than grievant:

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4. Statement of dispute:

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Action Requested:

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Grievant/Signature

Association Representative/Signature

Distribution of Form:	Immediate Supervisor
	Superintendent
	Association
	Grievant

**APPENDIX M**

**Othello School District No. 147-163-55 and Othello Education Association**

**Grievance Form B - Administration Decision/Association Response**

Grievant: \_\_\_\_\_ Date of Formal Presentation: \_\_\_\_\_

School: \_\_\_\_\_ Level of Response: \_\_\_\_\_

Person Writing Response: \_\_\_\_\_ Title: \_\_\_\_\_

**Administrative Decision and Proposed Settlement**

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**Grievant Response (Optional):**

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Statement of Appeal:

\_\_\_\_\_ I accept the administrative decision above.

\_\_\_\_\_ I refer the above decision to the next level.

Date of Response: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Association Representative

Distribution of Form:	Immediate Supervisor Superintendent Association Grievant
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## APPENDIX N

### REQUEST FOR REASSIGNMENT

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

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

**This form must be completed and submitted to your BUILDING PRINCIPAL by the date indicated on the posting or by April 1 for all other transfer/reassignment requests for the next school year.**

1. POSTED POSITION: I request to be considered for the following posted position:

\_\_\_\_\_

2. REASSIGNMENT: I request to be considered for reassignment to the following grade level(s) and/or subject area(s):

First Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Third Choice: \_\_\_\_\_

3. \_\_\_\_ No Reassignment Requested

**To be considered for a reassignment, the employee must be qualified for the requested position as defined in Article III, Section N or provide evidence that he/she will have such qualifications at the time the requested reassignment is to begin.**

## APPENDIX O

### REQUEST FOR TRANSFER

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

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRESENT ASSIGNMENT: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

**This form must be completed and submitted to the DISTRICT OFFICE (Human Resources) by the date indicated on the posting or by April 1 for all other transfer requests for the next school year.**

1. POSTED POSITION: I request to be considered for the following posted position:

\_\_\_\_\_

2. TRANSFER: I request to be considered for reassignment to the following grade level(s) and/or subject area(s):

First Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Third Choice: \_\_\_\_\_

3. \_\_\_\_ No Reassignment Requested

**To be considered for a reassignment, the employee must be qualified for the requested position as defined in Article III, Section N or provide evidence that he/she will have such qualifications at the time the requested reassignment is to begin.**

## OEA TIMELINES AND DEADLINES

<b>Date</b>	<b>Deadline for:</b>
October 1	Transcripts & Tuition Reimbursement Request due to District Office
October 1	Completion of insurance enrollment
November 25	Completion of first observation of new personnel
November 30	Last day to switch teacher from focused to comprehensive
January 1	Completion of first observation of continuing personnel
January	District to provide RIF (Reduction in Force) seniority list. Final changes will be posted mid-March
January 20	Last date for District to inform employees of any probationary status
February 1	Submitting letter of resignation to qualify for retirement longevity incentive (\$500 notification incentive)
February 1	Last day to return sick-leave cash out forms to District Office
April 1	Transfer/Reassignment Form Due
May 15	Final Observation must be completed on/before this date
July 1	Last date for teacher request for release from contract

### **Other Dates and Times**

(Please refer to the contract for specific information and details concerning these time frames)

30 min.	Duty-free lunch time
30 min.	Minimum observation time
48 hours	Notice required when requesting personal leave
3 days	2 In-Service Days/1 Orientation Day
Within 5 School Days	Post-observation conference to be held
10 days of notification	Length of time an employee has to respond to and attach an addendum to derogatory material in personnel file
12 Days/Year	Total time allotted for illness, disability, injury, and emergencies (sick leave)
1st 90 days	Deadline for first 2 evaluations for provisional employees
2 Years	Time complaints can be kept in personnel files. Employee must request removal.